



TERM OF AGREEMENT

January 8, 2021 – January 6, 2024

By and Between

**UNITED FOOD AND COMMERCIAL WORKERS
UNION LOCAL 5**

and

**GROCERYWORKS.COM OPERATING COMPANY LLC
d/b/a SAFEWAY.COM**

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This Agreement, by and between Groceryworks.com Operating Company LLC d/b/a Safeway.com 11555 Canyon Dublin Road, Pleasanton, CA 94558) (hereinafter referred to as the "Employer"), and the United Food and Commercial Workers, Local 5 (28800 Mission Blvd., Hayward, CA 94544) (hereinafter referred to as the "Union"), acting as the exclusive collective bargaining agent for all employees covered by this Agreement. It is the intent and purpose of the Employer and the Union to promote and improve labor-management relations between them and to set forth herein the basic terms of agreement covering wages, hours, and conditions of employment to be observed.

SECTION 1 RECOGNITION AND CONTRACT COVERAGE:

1.1 RECOGNITION: The Employer hereby recognizes that the Union is the exclusive collective-bargaining representative of the employees in the following appropriate unit:

Unit: All full-time and regular part-time e-commerce drivers and e-commerce fleet drivers employed by the Employer at or from its facilities located at 1799 Marlow Road, Santa Rosa, CA, 900 Diablo Ave., Novato, CA, 1335 Webster, San Francisco, CA, 2300 16th Street, San Francisco, CA, 2020 Market, San Francisco, CA, 103 American Canyon Road, American, Canyon, CA, 389 S. McDowell Blvd, Petaluma, CA, 4309 Clayton Road, Concord, CA, 3496, Camino Tassajara, Danville, CA, 1701 Santa Rita Road, Pleasanton, CA, 699 Lewelling Blvd., San Leandro, CA, 2227 South Shore Center, Alameda, CA, 11450 San Pablo Ave., El Cerrito, CA, 707 Contra Costa Blvd, Pleasant Hill, CA, 5100 Broadway, Oakland, CA, 1071 El Camino Real, Redwood City, CA, 39100 Argonaut Way, Fremont, CA, 850 La Playa, San Francisco, CA, 1655 El Camino Real, San Mateo, CA, 85 Westlake Mall, Daly City, CA, 2255 Gellert Blvd., South San Francisco, CA, 5146 Stevens Creek Blvd., San Jose, CA, 1530 Hamilton Ave. San Jose, CA, 4950 Almaden Expressway, San Jose, CA, 2111 Mission Street, Santa Cruz, CA, 150 El Camino-East, Sunnyvale, CA and 950 W. Hamilton, Campbell CA; excluding all other employees, employees represented by a labor organization, driver trainers, confidential employees, office clerical employees, guards, and supervisors as defined in the Act.

1.2 The parties hereby establish the following procedure for the purpose of ensuring an orderly environment for the exercise by the Employer's employees of their right under Section 7 of the National Labor Relations Act and to avoid picketing and/or other economic action directed at the Employer in the event the Union decides to conduct an organizing campaign at any new facility that would open an operation at which the Union does not have representation rights in the local union's jurisdiction mentioned in Section 1.1.

The parties mutually recognize that national labor law guarantees employees the right to form or select any labor organization to act as the employees' exclusive bargaining representative for the purpose of collective bargaining with the Employer. The Employer agrees to not interfere with the Section 7 rights of employees.

In the event the Union is certified by the NLRB as the exclusive representative of a bargaining unit of "all full-time and regular part-time e-commerce drivers and e-commerce fleet drivers" (as per section 1.1)

employed by the Employer at or from a newly opened facility located within UFCW Local 5 jurisdiction in the following counties (Sonoma, Marin, Napa, Solano, Contra Costa, Alameda, Santa Clara, Santa Cruz, San Mateo, San Francisco and Monterey), to the extent permitted by law, the bargaining unit at the newly opened facility will be treated as an accretion to above bargaining unit and its employees treated as new employees covered by this Agreement.

1.3 SUBCONTRACTING AND SUB-LEASING: Company will make all hours available for delivery routes to employees of Grocery Works as per section (Section 4.5). The parties agree that under certain circumstances including (Section 4.5), situations outside the control of the employer or Acts of God, the Employer's need to continue to use third party drivers to perform bargaining unit work is permitted. In the event of an employee calling in sick with two-hour notice or more, the Employer may extend the shift of employee(s) already working by offering the work to those employees who could perform the work at straight time. The most senior employee who is already working and who responds within thirty (30) minutes and can report timely as required, will be awarded the work. If the shift is unable to be covered using these methods, the Employer may use a third-party driver.

1.4 TRANSFER OF RIGHTS: In the event that an Employer absorbs, purchases or merges with another Company, all wages and vacation privileges shall continue and all other benefits under this Agreement shall prevail, provided that this provision shall be subject to legal principles under the NLRA.

1.5 INDIVIDUAL AGREEMENTS: The Employer agrees that no Employee covered by this Agreement shall be compelled or allowed to enter into any individual contract or agreement with said Employer concerning wages, hours of work and/or working conditions that provides less benefits than the terms and provisions of this Agreement, except by written agreement of the Employer, the Employee and the Union.

SECTION 2 EMPLOYMENT AND UNION MEMBERSHIP:

2.1.1 UNION SHOP: On and after thirty (30) days of employment, or the date of execution of this Agreement, whichever is later, each employee shall become and remain a member of the Union as a condition of employment; provided, however, that the Employer shall not be obligated to discharge any employee in violation of the National Labor Relations Act, as amended. Upon written notification from the Union that an employee has failed to make timely tender to the Union of initiation fees and/or periodic dues, the Employer agrees to terminate said employee on the eighth (8th) day from such notice unless the Union notifies the Employer in writing that the employee has complied with the provisions hereof.

If the Union discovers within thirty (30) days after the discharge of an employee that the discharge was in error, the Union shall so advise the Employer and the Employer shall then reinstate the employee with full seniority on the first weekly schedule posted by the Employer after being so notified by the Union in writing.

The Union agrees to indemnify and hold the Employer harmless in any and all claims and/or causes of action which arise out of or are in any way connected with the Employer's compliance with this provision as a result of negligence or mistake on the part of the Union.

2.2 NON-DISCRIMINATION:

2.2.1 The Employer shall not discriminate against any person in regard to hire, tenure of employment, pay or any working condition on account of or because of race, religion, sex, sexual orientation, color, national origin, age, age disability, gender, gender expression, veteran status, or any other protected category.

The Union agrees to allow new employees to enter into separate voluntary agreements providing for arbitration of statutory discrimination claims and remedies not covered by the Collective Bargaining Agreement under current case law.

When used, the term "he" refers to human beings of either sex and is used only for grammatical simplicity.

2.2.2 Disputes or disagreements arising out of this section shall be referred to the Adjustment Board and the Arbitration process as provided for in this Agreement.

2.3 OTHER HIRING: Whenever new employees are needed; the Employer will notify the Union and post on the career portal.

2.3.1 Promptly notify the Union of such employment in writing giving the date, place and job classification of the employment and the name, employee's employer identification number, social security number for new hires only, and address of the new employee.

2.3.2 Promptly advise the employee of the terms and provisions of this Agreement and of his obligations hereunder and direct the employee to report to the Union within seven (7) days from the time of employment to be advised to the terms and provisions of the Agreement. The Union agrees to provide the Employer with Union application forms and standard information concerning Union dues and initiation fees. When completing new employees' new hire paperwork, the Employer will provide each employee with such Union application forms and Union dues/initiation fee information for their completion and forwarding to the Union. The responsibility and decision to complete and forward these forms to the Union shall continue to be the responsibility of the employee.

2.4 NEW EMPLOYEES: The provisions of this Agreement shall apply to the employment of any person covered by this Agreement, while such person is not a member of the Union.

SECTION 3 DISCHARGES AND LAYOFFS:

3.1 The Employer shall not discharge or discriminate against any employee for upholding Union values that do not violate Employer policy or the NLRA, for serving on a committee of the Union or any organization affiliated therewith, or for refusing to purchase stocks, bonds, securities, or any interest in the Employer's business should Employer be operating as an individual, firm, company, partnership, joint stock company or corporation.

Probationary period: During an employee's probationary period, that is, during his/her first sixty (60) days of employment, he/she may be discharged for any reason at the sole discretion of the Employer.

3.2 WORK PERFORMANCE: The Employer shall have the right to discharge any employee for just cause. If the employee feels he/she has been unjustly discharged, he/she shall have the right of appeal, in writing, to be submitted to the Employer through action of the Union within ten (10) business days after the date of said discharge.

Before a regular employee is discharged or suspended-for failure to perform work as required, he/she shall receive a written warning of the specific failure to perform (with a copy to the Union) and be given an opportunity to improve his work.

Notices and warnings shall become null and void after six (6) months from date of issue. Written warnings need not be processed beyond the union filing a grievance in order to preserve the union's right to challenge the warning if it is used as progressive discipline in the future.

3.3 Upon severance of employment of any employee, the Employer shall, within seven (7) calendar days thereafter, notify the Union of such resignation, layoff, or discharge.

If the discharge is for cause, the Employer agrees to submit the specific reasons for discharge, upon request from the Union, as soon as practicable but no later than three (3) days prior to a convened Board of Adjustment.

3.4 RECORD: Any employee who is terminated shall, upon request, be given a statement setting forth the date of hiring and the number of hours worked during his employment.

3.5 POLYGRAPHS: No Employer shall demand or require any applicant for employment or prospective employment or any employee to submit to or take a polygraph, lie detector or similar test or examination as a condition of employment or continued employment.

3.6 COMPANY RULES: In the event the Employer establishes rules for its employees, such rules shall be reasonable, not inconsistent with the terms of the Collective Bargaining Agreement and shall be furnished to the Union upon request.

When Company rules are changed or modified, a copy of such changes shall be supplied to the Union within ten (10) days following the implementation of any changes or modifications. For the purpose of this Section, the changed or modified rules, which are to be provided to the Union, are those rules contained in the Employee handbook, which is typically distributed to newly hired employees.

Rules or policies promulgated by the Employer shall not be construed or enforced to unlawfully prohibit or restrict employee rights under Section 7 of the National Labor Relations Act, as amended.

SECTION 4 SENIORITY:

4.1 DEFINITION:

Any employee hired after the ratification of this Agreement shall attain seniority on day one of commencing bargaining unit work. Employees hired prior to the ratification of this Agreement shall attain seniority on the date the employee commenced bargaining unit work as a driver in the geographical areas as identified in this-collective bargaining agreement with UFCW Local 5.

4.2 CLASSIFICATION: Job Classifications covered under this agreement shall be the following:

- **Delivery Driver and Fleet Drivers**
 - Full-time
 - Part-time

4.3 WEEKLY GUARANTEES:

Full-time employees shall be scheduled for a minimum of thirty-two (32) hours within five (5) days per week, when work is available. If put to work, the employee will receive four (4) hours of work or pay. All time actually worked over forty (40) hours in any workweek or over eight (8) hours in any day shall be compensated at time and one-half (1-1/2) (unless on an alternative work week).

Part-time employees are defined as those who are hired to work less than 32 hours per week. If put to work, the employee will receive three (3) hours of work or pay. All time actually worked over forty (40) hours in any workweek or over eight (8) hours in any day shall be compensated at time and one-half (1-1/2) (unless on an alternative work week). It is the intent of the parties to balance the use of full-time and part-time employees to meet the needs of the business while maximizing the number of full-time jobs. Part-time employees will not be used solely for the purpose of depriving full-time employees of straight-time hours.

The Employee and the Employer may mutually agree to ten (10) hour shifts with notice to the Union. If mutually agreed upon by Employer and Employee, then California State overtime provisions to "alternative week" schedule apply.

Any employee who arrives at work but is not put to work shall be guaranteed two (2) hours show-up pay.

4.4 SENIORITY SHALL BE BROKEN ONLY BY:

- retirement,
- voluntary quit,
- termination,
- layoff status for six (6) consecutive months,
- absence from work because of a non-occupational illness or injury of twelve (12) months or more,
- absence from work because of occupational illness or injury of eighteen (18) months or more
- failure to return from approved leave of absence.

An employee's seniority shall not be broken in cases where the employee transfers to a different location covered by this collective-bargaining agreement.

4.5 SCHEDULE SELECTION: The company maintains the right to assign the weekly work schedule based on projected business needs. The weekly work schedule will take into consideration availability provided by the driver with due consideration to those weekly assignments without impeding the Company's ability to cover business needs. Union seniority will be applied to determine the overall number of hours assigned to an employee. In meeting the business needs, the company can assign work to an employee at more than one location within the operation area.

Employees will be assigned a home store but may also be scheduled to work at other stores covered by this Agreement. The Employer will take into account employee preferences, with the rule of thumb of volunteers from the top down, and force from the bottom up if shift is not filled. If the assignment requires the employee to drive more than twenty (20) miles in addition to their normal commute distance, the employee will be compensated an additional thirty (30) minutes of pay.

Full-time employees must be available to work at least one weekend day.

4.6 LAYOFFS: Permanent layoffs (layoffs of more than two (2) weeks) will be made by home location seniority. In case of permanent layoff, probationary employees shall be laid off first. Should a further layoff become necessary, the last employee on the affected location seniority list shall be the first employee laid off and the layoffs shall continue in that order. Laid off employees shall have the right to accept the layoff or bump the least senior employee at another location within twenty-five (25) miles of the employee's home store and such displaced employee shall, in turn, have the same bumping rights under the same terms and conditions, limited to a total of two (2) bumps. Employees on layoff will be recalled to any location within twenty-five (25) miles before a new hire will be hired to open location.

4.7 RECALL: In case of recall, employees are to be returned to employment in the reverse order in which they were laid off. Any employee who has been laid off shall be provided with five (5) calendar days'

written notice of recall to his last known address on file with the Employer, with a copy to the Union. Employees who fail to make themselves available for work at the end of said five (5) calendar

days after postmark of the written notice shall lose all seniority rights. Proof of mailing to the employee shall be sufficient to justify the loss of seniority if the employee fails to report for work within the above-mentioned time allowed.

4.8 LISTS: The Employer agrees to provide a seniority list of employees in January and July of each calendar year. One list shall be provided by seniority and ~~one~~ a second list will be provided by alphabetical last name, listing the employee's date of hire, name EID #, work location, classification, current rate of pay, and indicate if the employee is part-time or full-time. The list may be posted by the Union on a semi-annual basis in the stores break rooms.

4.9 TRANSFERS: No employee shall be required to accept a permanent or temporary transfer outside the jurisdiction as defined by the Recognition clause of this collective bargaining agreement. Management will give proper consideration to transfer requests.

SECTION 5 GENERAL PROVISIONS:

5.1 SAFETY COMMITTEE: The Company will observe all State and Federal safety regulations pertaining to vehicles and drivers. No driver shall be required or asked to violate any State or Federal safety regulation. Employees shall no later than the end of a shift, report all defective equipment or citations to the fleet supervisor and Operations Manager. Such reports shall be made on a suitable form furnished by the Employer.

There shall be a Safety Committee established to jointly discuss, explore, and recommend actions to preserve and enhance safety conditions. The committee will be comprised of a mutually agreed upon number of employee representatives (not to exceed 2 per operation area) and up to an equal number of management representatives. Employee elected representatives who seek to serve on the Safety Committee will be elected by their coworkers to do so, with approval of the Local Union. There shall be Union and Employer co-chairs of the committee, selected by the respective members of each side of the committee.

The committee shall meet at least once each quarter at a mutually agreeable time and place. Meetings will be one (1) hour or less and of a duration sufficient to address all safety concerns raised by the committee and/or employees in the workplace. An agenda of items will be confirmed 72 hours prior to meeting time of the issues for discussion. Employee representatives of the Safety Committee will be compensated for all Safety Meeting time at their straight-time rate of pay.

5.2 MILITARY SERVICE: The Employer agrees to observe both the Universal Military Training and Service Act, and The Uniformed Services Employment and Reemployment Rights Act and other laws protecting veteran status or current military service status. These provisions shall be deemed a contractual obligation under the terms of this Agreement.

5.3 BONDING: Whenever the Employer requires the bonding of any employee or the carrying of any insurance for the indemnification of the Employer, premiums for the same shall be paid for by the Employer. No cash deposits, cash or real property bond, shall be required of any employee.

5.4 UNIFORMS: Where the Employer desires the wearing of a uniform and/or head covering, the Employer shall furnish the same without cost to the employee. The Employer shall also provide for the maintenance of such wearing apparel. Provided, however, that if drip-dry uniforms are furnished by the Employer then the employee will maintain such uniforms.

Shirts and/or ties will be supplied only if the Employer specifies both the color and the specific style. Specific style shall be defined as collar style, sleeve length and fabric content. Once implemented, there shall be no change in color unless by mutual agreement.

Additionally, employees will be allowed to wear appropriate clothing to protect from inclement weather in accordance with the Employer's dress code policy.

5.5 SPECIAL WEAR: It is also understood if an employee is required by the Employer to purchase or rent a special costume or unusual clothing not part of his existing wardrobe, the Employer shall reimburse the employee for any reasonable and necessary cost involved; or furnish the required costume or unusual clothing to the employee without cost for the period of time the requirement is in effect.

The Employer shall provide rain jackets, rain boots, gloves and other gear necessary for protection in the rain.

5.6 TOOLS AND EQUIPMENT: The Employer shall furnish all the required equipment and tools necessary for their employment, without cost to the employee.

5.7 PAY DAY AND DEDUCTIONS: Employees shall be paid at least once each week, within five (5) days after the termination of the week's work, and before his shift terminates on pay day except in extenuating circumstances and any holiday week when the above period shall be increased to six (6) days. The Employer shall furnish each employee with a weekly wage statement showing his name, hours of work, overtime if any, total wages paid, and list of deductions made.

5.8 UNION BUSINESS: The Employer recognizes the right of the Union to appoint Union Stewards. The Employer agrees to schedule up to three representatives one day off, at the employees' daily straight-time rate based on the average daily hours worked in the pay period preceding, not to exceed eight (8) hours, and agrees to schedule up to two (2) additional representatives without pay to attend an annual education meeting. The scheduling of up to two (2) additional representatives without pay will be granted if it does not unreasonably interfere with the Employer's business. The parties agree that such time shall not be considered time worked for purposes of overtime, benefit contributions or other incidents of "time worked." In all such instances the Employer shall be notified not less than two (2) weeks in advance of such absence and the number of employees requesting such absences shall be so limited by the Union that it will not interfere unreasonably with the Employer's business.

Employees shall be allowed time off without pay for the purposes of attending collective bargaining agreement negotiations, adjustment, or arbitration board hearings or for Union Executive Board meetings. In all such instances, the Employer shall be notified not less than seven (7) days in advance of such absence and the number of employees requesting such absences shall be so limited by the Employer that it will not interfere unreasonably with the Employer's business.

Should an employee be notified, by a representative of management, that he will be subject to an investigative interview by the Company, the employee shall be given an opportunity to speak briefly with the Union Steward, if the Union Steward is on duty and available and does not unduly delay the investigatory meeting. The Union Steward shall be given the opportunity of a brief, private meeting, with the employee to be interviewed, so that he may be informed of his right to request a Union Representative to be present during the interview.

5.9 JOB INJURY: When an employee is injured on the job and reports for medical care and it is certified that he is unable to continue work, he shall be paid the basic straight-time rate of pay for the hours not worked on the day of injury.

5.10 PAYROLL DATA: In the event the Union has information that the Employer has violated provisions of this Agreement relating to rates of pay, the Employer agrees to supply the Union with the necessary payroll data.

5.11 JURY DUTY OR COURT APPEARANCES: Employees required to appear in Court or the Police Department on behalf of their Employer, shall receive their regular straight-time pay during such jury duty or such appearances, less jury pay or witness fees received.

It is understood that time spent in awaiting impaneling for jury service is to be considered covered time under this provision.

Employees regularly scheduled for night work shall be rescheduled to a day shift for the period of jury duty service.

Employees shall immediately report for work after being excused from jury duty service, provided there is enough time remaining on the daily work schedule to work at least half of the daily shift. Failure to so report shall render null and void any claim for jury service for that day.

The rescheduled work shift, when combined with time spent for jury service (not including call-in/stand by or other non in-person time) or court appearances, is not to exceed a total of eight (8) hours when in reasonable control of the Employer. Otherwise, the overtime rate of time and one-half (1 1/2) shall apply for all time in excess of the combined total of eight (8) hours. An employee on alternate work schedule of 4/10 hour days overtime will apply for all time in excess of a combined total of ten (10) hours. The employee shall supply the Employer with verification of time spent and fees paid for jury duty services.

If an employee appears in Court or the Police Department on behalf of the Employer on his days off, he shall receive his basic straight-time rate of pay for the time spent in making such appearance; but such time shall not be considered as part of the workweek under the terms of this Agreement.

Notwithstanding the scheduling provisions contained in this Agreement, the scheduled days off of an employee called for jury duty may be changed so the employee reports on his day off.

5.12 LEAVES OF ABSENCE: Leaves of absence shall be granted as follows:

5.12.1 SICKNESS AND NON-INDUSTRIAL INJURIES: Up to twelve (12) months after one year's employment.

5.12.2 INDUSTRIAL INJURIES: Up to twelve (12) months for any employee incurring an industrial injury after his first sixty (60) days of employment and who has less than three (3) years seniority at the time said leave of absence commences.

Up to eighteen (18) months, for any employee who has three (3) or more year's seniority at the time said leave of absence commences.

5.12.3 PERSONAL LEAVES: Leaves up to thirty (30) days after one (1) year of employment for compelling personal reasons to be agreed upon by the parties, such leaves shall be requested and granted in writing.

5.12.4 At the end of any period of such leave of absence for illness or injury, an employee shall be restored to employment with the company with full seniority to a position comparable to the one he held immediately prior to such leave of absence.

5.12.5 The parties agree to comply with the Family Medical Leave Act (FMLA), and the Americans with Disabilities Act (ADA), and the equivalent State Acts and regulations or any other anti-discrimination or labor protected law.

5.13 FUNERAL LEAVES:

5.13.1 PART-TIME FUNERAL LEAVE: Part-time employees shall be entitled to funeral leave pay for the actual day of the funeral if scheduled to work on said day, and an additional two (2) days unpaid leave for part-time employees upon request.

5.13.2 FULL-TIME FUNERAL LEAVE: When a regular full-time employee on the active payroll is absent from work for the purpose of arranging for or attending the funeral of a member of his immediate family as defined below, the Employer shall pay him for eight (8) hours at his regular rate of pay for each day of such absence up to a maximum of three (3) days, provided;

1. The employee notified the Employer of the purpose of his absence on the first day of such absence;
2. The absence occurs on the day during which the employee would have worked but for the absence;

3. The employee, when requested, furnishes proof satisfactory to the Employer of the death, his relationship to the deceased, the date of the funeral, and the Employee's actual attendance at such funeral.

For the purpose of subsection 5.13.1 and 5.13.2, a member of the immediate family means the Employee's spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, grandparents, grandchildren, stepmother, stepfather, stepchildren and registered domestic partner.

5.14 DUES CHECKOFF: The Employer agrees to deduct uniform monthly dues, initiation fees, and assessments as determined by the Local Union on a regular basis, from the wages of employees in the bargaining unit who provide the Employer with a voluntary written authorization for such deductions. Such deductions, when authorized, will be transmitted to the office of the Local Union no later than the 15th day of the month following the month in which deductions are made. No deduction will be made from the wages of any employee until the Employer has received a signed copy of voluntary written authorization for such deductions.

Authorizations for deductions are to be entirely voluntary upon the part of each such individual employee. Authorizations shall be irrevocable for a period of one (1) year or until the termination of this Agreement, whichever occurs sooner. The authorization shall be automatically renewed or be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable Bargaining Agreement, whichever shall be shorter, unless written notice is given by the employee to the Employer and the Local Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year or of each applicable Collective Bargaining Agreement.

The Union shall indemnify and hold the Employer harmless from any and all actions resulting from the implementation of this provision at the request of the Union. However, mistakes by the Employer shall be immediately corrected by the Employer upon notification from the Union.

5.15 POLITICAL CHECKOFF: The Employer agrees to deduct political contributions monthly as determined by the Employer on a regular basis, from the wages of employees in the bargaining unit who provide the Employer with a voluntary written authorization for such deductions. Such deductions, when authorized, will be transmitted to the office of the Local Union no later than the 15th day of the month following the month in which deductions are made. No deduction will be made from the wages of any employee until the Employer has received a signed copy of voluntary written authorization for such deductions.

Authorizations for deductions are to be entirely voluntary upon the part of each such individual employee unless written notice is given by the employee to the Employer and the Local Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of the Collective Bargaining Agreement.

The Union shall indemnify and hold the Employer harmless from any and all actions resulting from the implementation of this provision at the request of the Union. However, mistakes by the Employer shall be immediately corrected by the Employer upon notification from the Union.

5.16 S.P.U.R.: An unpaid Union leave of absence may be granted to one bargaining unit employee. Such Union business leave requests shall be made by the Union and directed solely to the Employer's Labor Relations Department at least 14 fourteen calendar days in advance of the requested leave and such request shall include a time frame and consideration of confidentiality issues. The Employer may withhold approval based upon the Employer's judgment of business needs. The period of service of the SPUR may be renewed by mutual agreement for additional periods of three (3) months up to an aggregate service period of twelve (12) months.

SECTION 6 HOURS AND OVERTIME:

6.1 NO COMPOUNDING OR PYRAMIDING: There shall be no pyramiding of overtime and/or premiums and only the highest applicable rate shall apply.

SECTION 7. WORK SCHEDULES AND PREMIUM RATES

7.1 POSTING OF WORK SCHEDULES: The Employer shall arrange weekly work schedules to accommodate the needs of the customer/business. The schedule shall be posted no later than 3 P.M. Thursday for the workweek starting Sunday. Alleged contractual violations regarding scheduling shall be filed by Friday, 1:00 P.M. or be waved unless the employee is on vacation or an approved leave of absence. Management shall make the corrections by Friday at 5 P.M. and post the final schedule for the following work week. The schedule shall include Sunday through Saturday. Any slots that remain open as of Friday at 5 P.M., the Employer may slot with third-party drivers.

7.1.1 The Company recognizes the importance of posting the weekly schedule in a timely fashion. When any failure to timely post schedules is brought to the Company's attention, it will take appropriate and affirmative steps to assure compliance with the contract and to prevent reoccurrences and will inform the Union of the steps that it has taken.

7.2 SHIFT INTERVAL: Except in bona fide emergencies, the minimum time off between shifts shall be eight (8) hours and employees called to work sooner than eight (8) hours from the end of their last work period shall be paid time and one-half (1 1/2) the employee's straight time rate for all work performed up to the time said eight (8) hour period between shifts shall have elapsed.

7.3 PREDICTIVE SCHEDULING LAWS: The Company and Union agree that federal, state, county, and local laws – including, but not limited to, those in the San Jose, San Francisco and Oakland – regarding predictive scheduling laws will not apply to employees in the bargaining unit, except as this waiver may otherwise be prohibited by applicable law.

7.4 HOLIDAY EVE: No employee shall be required to deliver after 8:00 p.m. on Christmas Eve or New Year's Eve however, it is understood that deliveries that are in route must be completed. Nothing in this section precludes the Employer from seeking volunteers or utilizing third parties.

7.5 MEAL PERIOD: Employees do not have the authority to forgo lunch hours. The Company provides each employee a minimum of a thirty-minute, unpaid meal period if he or she works more than 5 hours of work in a single day, Alternately, in accordance with state law, an employee may be scheduled up to six hours without a meal period. Employees must review and comply with any applicable meal and rest period policies at all times as outlined in the driver’s handbook.

7.6 REST PERIODS: Employees are authorized and permitted to take a paid, uninterrupted 15-minute rest period for every 4 hours of work or major fraction thereof. An employee who works an 8-hour shift, for example, may take two 15-minute rest periods. If an employee works more than 10 hours; he or she is eligible for a third rest period and a fourth rest period if he or she works more than 14 hours. These periods may not be combined with meal periods or taken at the end of the work day to shorten the work day.

SECTION 8 WAGES:

WAGES			
Classification	Effective January 10, 2021	Effective January 9, 2022	Effective January 8, 2023
DRIVER/FLEET DRIVER			
Thereafter	\$ 21.10	\$ 21.35	\$ 22.00
9TH 8321 to 9360 HOURS	\$ 20.00	\$ 20.00	\$ 20.00
8TH 7281 to 8320 HOURS	\$ 19.50	\$ 19.50	\$ 19.50
7TH 6241 to 7280 HOURS	\$ 19.15	\$ 19.15	\$ 19.15
6TH 5200 to 6240 HOURS	\$ 18.75	\$18.75	\$18.75
5TH 4160 to 5200 HOURS	\$ 18.45	\$ 18.45	\$ 18.45
4TH 3121 to 4160 HOURS	\$ 18.10	\$18.10	\$18.10
3RD 2081 to 3120 HOURS	\$17. 80	\$17. 80	\$17. 80
2ND 1040 to 2080 HOURS	\$ 17.40	\$ 17.40	\$ 17.40
1ST 0 to 1040 HOURS	\$ 17.00	\$ 17.00	\$ 17.00
* If Locations with City min required rate exceeds entry rate, employee will be paid city min until scale with hours worked is greater than city minimum.			
*When progression hours are reached new rate effective the following Sunday.			

Overscale Employee: For above scale employees on the payroll on the date of ratification, any balance of the wage increase, or future wage increases, that is not paid in an hourly increase will be paid in a comparable bonus based on hours in the preceding fifty-two (52) weeks for which the employee was compensated. (in accordance with the historical practice of the parties used in the food contract).

8.1 Notwithstanding any schedule of minimum wages, employees now receiving a higher wage than indicated in said schedule for the classification of work performed shall not have their wages reduced due to the signing and effect of this Agreement.

The schedule of minimum wages shall be maintained by the parties hereto during the period of this Agreement, and the Employer shall and hereby agrees to pay wages in compliance therewith.

The Company retains the right to terminate any non-contractual benefit including, but not limited to, gain sharing, discounts, awards, or bonuses. This provision does not apply to overscale wage rates.

SECTION 9 HOLIDAY ELIGIBILITY:

HOLIDAYS ELIGIBILITY:

In order to be entitled to holiday pay, an employee must pass the probationary period.

- Must work the entire scheduled shift for the workday prior to the holiday and scheduled shift after the holiday
- If a Company-paid holiday falls during an employee's scheduled vacation, the holiday will not be counted as vacation taken.
- Employee who terminates employment or does not work on or before the last scheduled workday preceding the holiday will not receive holiday pay.
- Employee who requests an approved absence in order to observe a religious or other holiday not observed by the Company may be granted appropriate unpaid time off or may use accrued vacation.
- Employees required to work on a scheduled holiday will be paid their hourly rate for hours worked, in addition to their regular holiday pay.

SECTION 10 HOLIDAYS:

Employees hired prior to ratification (January 8, 2021) Holiday schedule:

New Year's Day
President's Day
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day

Day after Thanksgiving Day
Christmas Day
One Floating Holiday

The Floating Holiday (one single day) not taken within the calendar year will be scheduled by management prior to March 1st of the following year, otherwise employees will be paid out for the single personal holiday not taken after March 1st. The earned personal holiday will be paid at termination if due.

Employees hired on or after JANUARY 8, 2021 (ratification date) Holiday schedule is as follows:

New Year's Day
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Christmas Day
Floating Holidays

1st float to be earned on Jan 1 - after 1 year of service.
2nd float to be earned on Jan 1 - after 2 years of service.
3rd float to be earned on Jan 1 - after 3 years of service.

The Floating Holidays not taken within the calendar year earned will be scheduled by management prior to March 1st of the following year to be taken. Should the scheduling be unable to provide the day(s) off by June 1, employees will be paid out for prior years float holiday earned within 30 days. The earned personal (float) holiday(s) will be paid at termination if due.

SECTION 11 VACATION:

VACATION:

An eligible employee begins to accrue vacation benefits from their union seniority date. Employees employed for a period of one (1) year or more shall have paid vacations, as follows:

Two (2) weeks after one (1) year.
Three (3) weeks after five (5) years.
Four (4) weeks after twelve (12) years.
Five (5) weeks after twenty (20) years.

Any employees employed as of date of ratification who have been receiving more favourable vacation accruals prior to the signing of this Agreement shall continue to receive their current vacation accrual.

VACATION SCHEDULING:

Employees must obtain approval of vacation from your Operations Manager 30 days in advance. A vacation request submitted 90 days prior to the week being requested will be given consideration within two weeks of receipt and if available will be assigned to an employee based on seniority. The Employer will respond upon receipt no later than two weeks after receipt to confirm if the vacation request is granted. Any request for vacation with less than 90 days will be granted on a first come first serve basis. Requests for more than one week at a time may be difficult to grant and should be submitted as far in advance as possible. Because of high volume business, vacation time during the week before Thanksgiving Day and the two weeks before Christmas typically will not be approved. All requests will be approved on the basis of projected work schedules and at the discretion of the Operations Manager.

Earned vacations must be taken within twelve (12) months. If an employee has requested vacation and the request is denied, the employee will have the option to select another date from available weeks. Should the employee fail to select, the Employer will have the right to assign a vacation period. If the employee is actively working and has vacation hours remaining at the second year from their anniversary then the remaining vacation will be paid out.

Employees on company approved leave of absence status may be required to use accrued vacation benefits.

VACATION PAY:

For the purpose of computing or prorating vacation earnings, two percent (2%) of the employee's earnings for the previous year equals one (1) week's vacation pay; four percent (4%) of the employee's earnings for the previous year equal two (2) weeks' vacation pay; six percent (6%) of the employee's earnings for the previous year equal three (3) weeks' vacation pay; eight percent (8%) of the employee's earnings for the previous year equal four (4) weeks' vacation pay and ten percent (10%) of the employee's earnings for the previous year equal five (5) weeks' vacation pay.

VACATION RIGHTS AT TERMINATION:

If an employee leaves the Company before reaching the first anniversary of the date of hire, the employee will not be entitled to any vacation payout. If an employee leaves the Company after one year of service, he/she will receive pay for all accrued unused vacation.

SECTION 12 HEALTHCARE:

Dental and vision – Those employees who prior to ratification with current coverage retain their eligible currently and will have the following changes outlined below applied:

Those who are currently eligible: (Full-Time) Medical/Dental/Vision:

Effective the 2nd month following ratification the Employer will pay eighty-five (85%) of the cost of Company Medical coverage for employee only coverage and eighty percent (80%) of the cost of Company Medical for any level of family coverage.

Effective as soon as administratively feasible, the Company will conduct an open enrollment for these employees which will include the additional changes as follows:

Part-timers: Medical/Dental/Vision: Effective the 2nd month following ratification the Employer will pay on behalf of part-time employees seventy-five (75%) of the cost of Company Medical coverage for employee only coverage and seventy percent (70%) of the cost of Company Medical for any level of family coverage in the Kaiser plan.

Effective as soon as administratively feasible, the Company will conduct an open enrollment for these employees which will include the additional changes as follows:

Part-timers:

1. **Initial Eligibility.** Employees shall be eligible for coverage the first of the month after the employee completes six months of employment, assuming they work the required monthly hours as set forth in number two (2) below:

Ongoing Eligibility (Full-time and Part-time). An employee shall be eligible monthly, on a lag month basis, (i.e., August hours will provide October coverage) provided the employee is compensated a minimum of ninety-two (92) hours per month.

SECTION 13 401(k):

During the term of this Contract, but without commitment thereafter, the Employer agrees to provide, maintain, and administer in full force and effect the Employer's normal profit sharing/ retirement 401(k) Plan covering eligible full and part-time employees substantially in the form existing on the effective date of this Agreement, as the plan may be changed, altered, or amended in accordance with the plan provisions.

The Employer will match fifty percent (50%) of all employee contributions to each employee's 401(k) account up to 7% of the employee's year annual earnings. The Employer shall deposit the match once per year.

Effective (1st Sunday following ratification-January 10, 2021), the Employer shall contribute \$0.35 per hour worked up to thirty-two (32) hours per week to each actively contributing employee's 401(k) account. The Employer shall deposit such contributions on a quarterly basis.

SECTION 14 STORE MEETINGS AND CHARITABLE DRIVES:

14.1 Time spent in store meetings or in meetings called by the Employer before the commencement of the day's work or after the day's work shall be considered as time worked and shall be paid for in accordance with the provisions of this Agreement.

14.2 All employee contributions to charity shall be voluntary.

SECTION 15 CONTRACT ENFORCEMENT AND STORE VISITS:

15.1 VISITS: It is agreed by both parties hereto that the business representative of the Union shall have the right and shall be allowed by the Employer to visit any and all driver locations and shall have free access to the employees during such visits for the purpose of making inquiries from the employees relative to information concerning working conditions, complaints of members of the Union, and other matters pertaining to the enforcement of this Agreement, provided said investigation may be accomplished without interfering with the duties of the employees.

15.2 RECORDING TIME: The parties agree to observe the following procedures in enforcing the terms of this Agreement with respect to authorized work and reporting of working time:

15.2.1 The Employer shall post the following notice in all stores: The law and the Union Agreement require that all time worked shall be recorded daily including starting and stopping time. All employees shall comply strictly with these requirements, and any employee failing to so comply shall be subject to discipline on the same basis as is followed with respect to any other violation of store rules or procedure.

15.2.2 The Union shall promptly report in writing to the Employer any observed violation by an employee of this reporting time provision or the working of unauthorized time and the Employer will take the necessary steps with the employee to correct such violation.

15.3 FREE TIME: When an employee willfully violates the provisions of this Agreement by working free time without the knowledge of the Employer, after a second written notice by the Union of this employee's repeated contract violation, the Employer and union agrees to discharge said employee within seven (7) days after receiving written notice of such violation.

SECTION 16 STRIKE OR LOCKOUT:

16.1 During the life of the Agreement, the Union agrees not to engage in any stoppage of work. Furthermore, the Union and its representatives, including store representatives, agree not to boycott or engage in any adverse economic action against the Employer's stores covered by this Agreement. This provision does not apply in any of the Employer's stores where the Union has not been recognized by the Employer as the employees' bargaining representative.

16.2 During the life of this Agreement the Employer agrees not to engage in any lockout.

16.3 Refusal of any employee covered by the terms of this Agreement to pass through any lawful primary picket line, which has been sanctioned by the Central Labor Council of proper jurisdiction and/or the United Food and Commercial Workers International Union shall not constitute a violation of this Agreement.

SECTION 17 ADJUSTMENT AND ARBITRATION OF DISPUTES:

17.1 For the purpose of this Agreement, a grievance is a dispute, difference of opinion, between the parties, and grievances of employees involving or arising out of the meaning, interpretation, application or alleged violation of this Agreement, including the arbitrability of all such matters. All grievances as defined are to be processed in accordance with the terms of the section.

The parties will share all factual details regarding a grievance (or pre-grievance issue) as early as possible in the dispute resolution process. All disputes that are resolved at store level shall be considered settled on a non-precedent setting basis, unless otherwise expressly stated in writing.

Grievances filed by the Union challenging any disciplinary suspension or discharge shall be made as soon as possible but shall only be recognized if submitted to the Employer in writing within ten (10) business days.

17.2 Grievance Resolution Process: Any dispute not settled by the parties within thirty (30) working days following the receipt of such written notice or such extended time as may be agreed upon by both parties, the following options to resolve the grievance will be utilized.

(a) The parties will conduct a telephone conference. The conference shall take place as soon as practical, but no later than thirty (30) business days of the request. If the matter is not resolved, then the parties will move to a grievance meeting to be held within twenty (20) business days from the date of the telephone conference.

(b) If after the completion of the grievance meeting the matter is unresolved, the moving party must notify the other party in writing, by facsimile or regular mail, within twenty (20) business days to commence selection of the arbitrator. Failure of the moving party to comply with the twenty (20) business daytime limit herein specified shall be deemed to be a conclusive waiver of the grievance.

(c) Either party upon written communication within thirty (30) business days from the telephone conference may waive the grievance meeting and proceed directly to arbitration.

Arbitrator selection may be completed by mutual agreement. The decision of the Arbitrator shall be final and binding. The Arbitrator will not have the authority to amend, modify, or alter the terms of this Agreement.

17.3 Disciplinary Arbitration: For disciplinary cases only (suspensions and terminations), the following expedited Arbitration procedure shall be utilized:

The parties will first attempt to select an Arbitrator by mutual agreement. Should the parties be unable to mutually agree on an Arbitrator then they shall request a panel of Arbitrators from the United States Federal Mediation and Conciliation Service (FMCS) and shall select an Arbitrator by the strike-off-method. The Arbitrator will provide dates for consideration that are within 90 days of the request. If the Arbitrator is unable to do so, then another Arbitrator will be selected for date until a date is secured within 90 days of the request. Once arbitration has been requested in writing, the parties shall be allotted a minimum of twenty (20) business days to prepare the case for arbitration. Discharge cases will be heard first (1st) on the agenda followed by suspension cases based on the date of occurrence unless mutually agreed otherwise. Notwithstanding the above, the Union may select up to three (3) disciplinary suspension cases annually to be heard in chronological order, regardless if discharge cases are pending.

The parties will schedule hearings based on date of occurrence and the order will be centralized for Local 5, to include all offices. The assignment to the dates offered will be determined in order by case and date with up to a maximum of three (3) arbitrations per month for the local and no more than two cases will be scheduled in any Safeway Labor Relations Representatives' assigned area. Once the Arbitrator is selected for a matter, he/she is deemed assigned, and the next matter will be scheduled with the next arbitrator.

If an Arbitrator has been selected and an arbitration date has been scheduled, but the grievance is resolved within two (2) weeks of the arbitration date, another Arbitrator from the FMCS arbitration panel will be asked for his or her available dates consistent with the contractual timelines to hear the next deadlocked grievance proceeding to arbitration.

If an Arbitrator has been selected but no arbitration date has been scheduled or the grievance is resolved more than two (2) weeks prior to the arbitration date, the same Arbitrator will be asked for his or her available dates consistent with the contractual timelines to hear the next deadlocked grievance proceeding to arbitration.

Each disciplinary case will be argued orally. Post hearing briefs may be filed by mutual agreement of the parties. Either party may request a court reporter at their expense; however, if mutually requested, the cost will be shared equally. Briefs are to be prepared and mailed within fifteen (15) business days from receipt of transcript with leave to extend by mutual agreement. A written opinion and award will be furnished by the arbitrator, within thirty (30) days of the close of the hearing or receipt of the post hearing briefs.

The award of the telephone conference, grievance meeting, or arbitrator shall be final and binding upon the Employer, the Union, and the employee.

17.4 INTERPRETATION OR APPLICATION DISPUTES: Disputes as to the interpretation or application of the agreement shall be taken up by the party asserting it with the other party within twenty (20) business days of the date the asserting party has knowledge thereof. Said grievance shall be in writing, specifying in detail the basis for the dispute, including the applicable section(s) of the Agreement involved, to the best knowledge of the asserting party. Contractual interpretation disputes will be processed in accordance with the grievance resolution process. For contractual interpretation disputes which proceed to arbitration, the parties will mutually select an impartial Arbitrator. If the parties are unable to agree upon the selection of an Arbitrator, they shall request a panel of Arbitrators from the United States Federal Mediation and Conciliation Service and they shall select an Arbitrator from the panel by the strike-off method.

17.5 Each party shall in good faith divulge to the other party all available material facts at the time said party acquires knowledge thereof concerning the matter in dispute. Nothing contained herein shall require either party to supply documents which are irrelevant.

17.6 The award of the arbitrator or the Adjustment Board shall be final and binding on the Employer, the Union and the Employee(s). The losing party shall pay the cost of the arbitrator. The parties agree that the arbitrator has the authority to determine appropriate proration of the cost in the event of a split decision and award. The arbitrator should be made aware of the requirements of this provision at the conclusion of the arbitration hearing.

17.7 The arbitrator shall not have the right to alter, amend, delete or add to any of the terms of this Agreement.

17.8 Interest at seven percent (7%) shall be payable on all money claims awarded by the Adjustment Board or by an Arbitrator, and such interest shall commence as of the date the complaint is first submitted to the Adjustment Board or when the parties meet to amicably adjust the dispute, whichever is applicable.

17.9 CLAIMS: In the case of a direct wage claim or a claim for contributions to employee benefit plans which does not involve an interpretation of any of the provisions of this Agreement, either party may submit such claim for settlement to either the grievance procedure provided for herein or to any other tribunal or agency which is authorized and empowered to affect such a settlement.

The Employer is not required to pay any wage claim or portion thereof retroactively for a period of more than ninety-one (91) days immediately prior to the date of the Employer's receipt, or written notice from the Union, of such claim. Where there is an automatic wage bracket adjustment (failure to progress the employee in classification in accordance with the hours worked formula of the contract) due under the terms of the Appendix, or promotions not processed due to clerical error, the period of adjustment shall be six (1) year from the date the grievance was filed in writing.

TERM OF AGREEMENT -Except as otherwise indicated herein, this Agreement shall be effective commencing January 8, 2021, and shall continue in force and effect through January 6, 2024 and also thereafter, on a year to year basis, by automatic renewal. Provided, however, for the purpose of negotiating alterations in wages and other terms and conditions of employment. Either party may open this Agreement, or any contract effectuated through automatic renewal by giving written "Notice of Opening" not later than sixty (60) days nor more than ninety (90) days prior to the expiration date. "Notice of Opening" is in nowise intended by the parties as a termination of nor shall it in anyway be construed as a termination of this Agreement or any annual contract effectuated through automatic renewal nor as forestalling automatic renewal as herein provided.


If this Agreement is "opened" for alterations of wages or other terms and conditions as provided for above, and no renewal Agreement is reached, then this Agreement shall remain in full force and effect, subject to termination by either party at any time upon written twenty-one (21) days' notice to the other party.


FOR THE EMPLOYER:

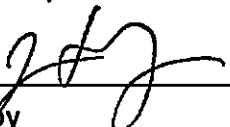
GROCERYWORKS, INC

FOR THE UNION:

UFCW LOCAL 5

BY: 
Penny Schumacher
Director, Labor Relations

BY: 
Oscar Orozco
North Bay Director

BY: 
Jim Araby
Director of Strategic Campaigns

DATE: 3/23/21

DATE: 3/23/21

**Letter of Understanding
Between
UFCW Local 5
And
Groceryworks.com/Safeway Inc
(Call-Off Hours)**

As a result of the discussion held on 2/12/21 between Groceryworks.com/Safeway Inc. (The Employer) and UFCW Local 5 (The Union). The parties agree to the following clarification for the process of call-offs.

Call-offs will be done in seniority order with the least senior employee scheduled being the first to be called off. This practice will become effective throughout UFCW Local 5's jurisdiction on 2/21/21, except at Safeway store 1883 (American Canyon) where it will become effective 2/12/21.

The Employer and the Union agree that this Letter of Understanding supplements the Collective Bargaining Agreement.

AGREED TO:

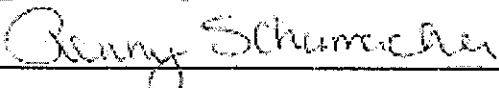
For the Union: United Food & Commercial Workers Union Local 5

By: 

Print Name: Oscar Orozco

Date: 2/15/2021

For the Employer: Groceryworks.com/Safeway Inc.

By: 

Print Name: Penny Schumacher

Date: 02/15/2021

LETTER OF
UNDERSTANDING
BETWEEN

UFCW LOCAL 5

AND

GROCERYWORKS.COM OPERATING
COMPANY LLC

D/B/A SAFEWAY.COM


THIS AGREEMENT is entered into by and between UNITED FOOD & COMMERCIAL WORKERS UNION Local 5, hereinafter referred to as the Union, and Groceryworks.com Operating Company, hereinafter referred to as the Employer.

The following understanding will apply to the current Collective Bargaining Agreement which is effective January 8, 2021 through January 6, 2024.

The Parties agree that if either party has made any errors in preparing or proofing this document, all agreements reached between the bargaining parties at the bargaining table will prevail.

FOR THE EMPLOYER:

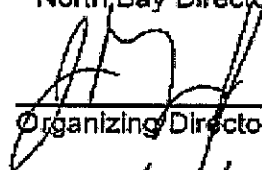
FOR THE UNION:



Director, Labor Relations



North Bay Director



Organizing Director

March 18, 2021

Date

3/18/2021

Date

