



**COLLECTIVE BARGAINING
AGREEMENT**

WITH



SAFEWAY™

MEAT AGREEMENT

October 10, 2021 – April 12, 2025

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RETAIL MEAT AGREEMENT

THIS AGREEMENT made and entered into this May 4, 2022, by and between Safeway, hereinafter known as the “Employer”, and United Food & Commercial Workers Union Local 5, hereinafter known as the “Union”.

WITNESSETH

For the purpose of promoting and perpetuating friendly relations between the Employer and the Union and all employees and individuals covered by this Agreement, and to establish fair and equitable operating and working conditions and also conditions of employment, the following Agreement is entered into:

ARTICLE 1

JURISDICTION

(a) Local 5 Seniority Jurisdiction:

Alameda County *excluding* the cities of Pleasanton and Livermore; Contra Costa County, *only* the cities of El Cerrito, El Sobrante, Kensington, Richmond & San Pablo; Marin County *excluding* the City of Novato; Sonoma County *including* the City of Novato, Mendocino County and Lake County; Del Norte County and Humboldt County; San Francisco County, *including* the cities of Daly City, Colma, Brisbane, South San Francisco and Pacifica; Santa Clara County; San Benito County, Santa Cruz County and Monterey County.

(b) It is agreed that all fresh meat shall be cut, prepared and fabricated on the premises, by a Head Meat Cutter, Journeyman Meat Cutter or Apprentice Meat Cutter, provided, however, the carcasses may be processed up to and including the maximum reductions listed and described on the attached Exhibit A, page 43, and may be delivered to the premises in that form, but all further processing of these parts shall be performed on the premises.

There shall be a Journeyman Meat Cutter on duty at all times where fresh meat is offered for sale except as otherwise provided in Article 3. Sections (L), (M), and (N); Article 9. Section (b) and as follows:

1. When the requirement for a Journeyman Meat Cutter on duty between the hours of 6:00 a.m. to 6:00 p.m. applies, the application of said hours will not apply on any day when two or more butchers are scheduled to work. The Company may determine the best schedule of hours for the two cutters. If the Company has requested from the Union an extra man shift and the shift is not filled, then the Company will not be subject to any penalty for lack of scheduling/manning hours.
2. A Journeyman Meat Cutter shall not be required to be on duty between the hours of 6:00 p.m. and 6:00 a.m. In addition to those sections set forth above, Meat Departments with one hundred twenty (120) scheduled hours (excluding clean-up employees) or less per week shall not be required to have a Journeyman Meat Cutter on duty for a period of three (3) hours per day, and/or eighteen (18) hours

per week. If a Meat Department qualifies and utilizes the one hundred twenty (120) hour Journeyman on duty exemption, then they are not entitled to the 6:00 p.m. to 6:00 a.m. waiver set forth above.

3. When fresh meat is offered for sale and a member of the bargaining unit is not on duty in the Meat Department during such hours, no one other than a member of the bargaining unit shall perform work in the Department. When all members of the Meat Department have left work for the day and are no longer on duty, another store employee (except Courtesy Clerks) may only go into the Meat Department to get the prepared meat item for the counter. This language does not imply that such employee is to be used to do continuous stocking of the Meat Case. Such action shall not be considered a violation of this clause.
4. Only after all Meat Cutters have left for the day and are no longer on duty, Meat Clerks may grind meat to fill the counter.
5. No employee presently employed in the jurisdiction of Local 5, employed as of November 1, 1985, will have his or her hours reduced or will be laid off as a direct result of implementing the modification of Exhibit A, or modification of Journeyman on Duty, or the introduction of pre-priced products set forth in section b below.

(c) Lunch meats, pre-sliced bacon, dissected and pre-fabricated fowls, ground beef and pork sausages in visking casing, fish and/or rabbits which pursuant to current custom and practices are presently pre-fabricated and dissected, along with all cooked or pre-cooked meats, or combinations of such meat products, whether in bulk or package form, need not be cut on the premises but all the above products, along with fresh, frozen, smoked or cooked sausages shall be handled, displayed, dispensed and offered for sale by employees covered by this Agreement. Notwithstanding the above, pre-priced poultry (whole, cut-up and/or parts), fish, offal, liver, sausage, and smoked or cured meats may be merchandised.

Tortillas may be handled, stocked and displayed by vendors.

Offal may be brought into the market pre-packaged and pre-priced.

In the event of the deliberate failure of an Employer to schedule an employee to work in accordance with the provisions of the Collective Bargaining Agreement, when fresh meat is offered for sale, the Employer will be required to pay an amount equal to the wages which would have been paid to an employee, to the Health and Welfare Plan.

The parties agree to establish a Joint Committee to monitor and evaluate the status of products listed on Exhibit A during the term of this Agreement. The Joint Committee, composed of members appointed by the Company and the Local Unions, shall have the authority to add to, modify and or delete from the list of cuts.

Authority set forth above shall be exercised only by mutual agreement of the members of the Committee. Where disputes arise or mutual agreement cannot be reached, said disputes shall be referred to the procedures set forth in Article 24, New Methods of the Agreement for binding resolution.

Nothing contained herein or in the Agreement shall prevent the Joint Committee from implementing actions and/or modifications, nor shall this provision limit the ability of individual companies and individual unions to negotiate separate understandings.

ARTICLE 2

UNION RECOGNITION, UNION SECURITY, EMPLOYEMENT, DISCHARGE AND STORE MANAGER TRAINEES

A. UNION RECOGNITION

(a) The Employer recognizes the Union as the exclusive bargaining agent for all employees covered by this Agreement working in the retail markets of the Employer in the following Local 5 Union jurisdictions:

The Employer and UFCW Local 5 may, by mutual agreement, amend seniority areas during the term of this Agreement.

(b) The parties to this Agreement recognize the competitive nature of this Industry and therefore agree that no individual having or claiming to have any proprietary interest in the firm of the signatory Employer under contract to Locals covered by this Agreement will be permitted to work hours different from those established by this Agreement; nor shall such individual be permitted otherwise to violate the spirit of any working conditions established by this Agreement.

Once an Employer becomes subject to the terms and conditions of this Agreement such Employer thereafter shall continue to be subject to such terms regardless of any change in the nature of the entity by voluntary action or by operation of law including specifically reorganization as a partnership or corporation or any lease arrangement and including specifically operations conducted by Receiver, Board of Trade, or similar procedure.

(c) 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 operation at which the Union does not have representation rights.

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 will take a neutral approach to unionization of employees. The Employer will not take action nor make any statement that will directly or indirectly state or imply any opposition by the employer to the selection by such employees of a collective bargaining agent.

Within ten (10) days following receipt of written notice of intent to organize certain employees, the Employer will furnish the Union with a complete list of such employees, including job classifications and departments. Within two (2) weeks thereafter, the Employer will furnish a second list of such employees to the Union, including the addresses and phone numbers of all employees. Thereafter, the Employer will provide updated lists as requested, but no more frequently than monthly.

The Union may request recognition as the exclusive collective bargaining agent for the employees in the traditional bargaining unit represented by the Union in the food industry. A disinterested, neutral party mutually satisfactory to the Employer and the Union will be selected to conduct a confidential review of employees' authorization cards and membership information submitted by

the Union in support of its claim to represent a majority of the employees in the unit if either the Union or Employer so request. If a majority of employees within the unit has joined the Union or designated it as their exclusive collective bargaining representative, the Employer will recognize the Union as such representative of the employees and will extend to such employees this Collective Bargaining Agreement between the Union and the Employer together with any amendments agreed to by the parties. The Employer will not file a petition with the National Labor Relations Board for any election in connection with any demands for recognition provided for in this Agreement.

During the life of this Agreement, the Union will not engage in picketing or other economic activity at any operation covered by this Section, provided that if the Employer recognizes any other Union as the exclusive collective bargaining representative of employees in the unit, or any part thereof, traditionally represented by the Union, this paragraph shall terminate immediately and without notice.

The parties agree that any disputes over compliance with or the application of this Section, including claims of Union violation, shall be submitted to arbitration. The arbitrator shall have the authority to order the noncompliant party to comply with this Section and to order such other remedies deemed necessary to effectuate the intent of this Section. The parties hereto consent to the entry of any order of the arbitrator as the order of judgment of the United States District Court, without notice.

B. UNION SECURITY

(a) On or 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 within seven (7) days from such notice. In the event reinstatement occurs, the employee shall be made whole by the Union.

(b) Following a termination under this provision, there shall be a grace period of thirty (30) days during which time, if the Union presents the Employer with bona fide evidence that the termination demand was improper, the employee shall be reinstated within seven (7) days from such notice. In the event reinstatement occurs, the employee shall be made whole by the Union.

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.

(c) Membership in the Union shall be available to persons employed in work covered by this Agreement upon terms and qualifications not more burdensome than those applicable generally to other applicants for such membership.

C. EMPLOYMENT

(a) The Employer shall have sole responsibility for and full freedom in the selection and employment and discharge of persons employed or to be employed in work covered by this Agreement, subject to the provisions of this Agreement; provided that there shall be no discrimination because of membership or non-membership in or participation or non-participation in the activities of the Union.

(b) An Employer who desires to employ a person in work covered by this Agreement shall give preference to persons who apply for such employment who have been employed within the

geographical area covered by this Agreement in work covered under this Agreement within three (3) years immediately preceding the date of application for such employment.

(c) An Employer who desires to employ persons in work covered under this Agreement shall inform the Union of the number and qualifications of persons desired, the location of the job site and the expected duration of the job at least forty-eight (48) hours (exclusive of Saturdays, Sundays, and recognized holidays) in advance of the time that such persons are required, or within a lesser period if extraordinary conditions so warrant.

(d) The Employer shall notify the Union within one (1) week of the name, address, Social Security Account Number (for new hires only), and classification of every such person employed in work covered by this Agreement, together with the date of such employment, and the location of the place or prospective place of employment. Whenever a person is rejected for such work, the Employer shall upon request of the Union, notify the Union in writing of the reason or reasons therefore.

(e) **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 list will be provided by alphabetical last name, listing the employee's last name, date of hire, Employer identification number, work location, classification, current rate of pay, mobile number, and email address, if provided by the employee.

(f) Any employee hired shall report to the Union within one (1) week after the date of employment to fill out and sign applications, forms, and papers for health and welfare, and pension purposes.

(g) There shall be no discrimination in the employment of an otherwise qualified person because of race, color, sex, religious creed, national origin, sexual orientation, age, disability unrelated to job duties or veteran's status.

(h) Definitions:

1. Regular full-time employee - An employee who has completed the sixty (60) day probationary period and is hired to work at least forty (40) straight-time hours per week in five (5), eight (8) hour days.
2. Regular part-time employee - An employee who has completed the sixty (60) day probationary period and who is hired to work less than forty (40) hours per week. He/she is guaranteed a minimum of four (4) hours per day when the employee works as scheduled or required. Part-time employees may be scheduled five (5)

days per week to fill in for temporary vacancies (vacations, etc.) without changing their part-time status.

3. **EXTRA EMPLOYEES - MEAT DEPARTMENT:** An Extra Worker is an employee who is scheduled on a daily and/or weekly basis and is not subject to the probationary period of this Agreement hereof, except as set forth below:

An Extra Worker may qualify to become a regular employee if he has completed sixty (60) days of employment, with the hiring Employer.

When an Extra Worker is hired, his seniority date as a regular employee for all purposes under this Agreement shall commence from his date of hire.

Extra Workers shall be entitled only to those benefits and contract rights reserved for Extra Workers within this Collective Bargaining Agreement.

EXTRA EMPLOYEES - MEAT DEPARTMENT: Extra employees do not have to serve a probationary period if they have completed sixty (60) days of employment with the hiring Employer. Extra employees shall receive the extra rate of pay for all hours worked.

D. STORE MANAGER TRAINEES

Employees who are in bona fide Store Management Training Programs may work in covered employment, including handling the “tools of the trade”, so long as said work is for the purpose of familiarizing the Manager Trainee to the Meat Department operations. No Meat Department employee shall have their hours reduced or be laid off as a direct result of the training program. Before any employee commences training in the Meat Department, the affected Union(s) shall be notified, in writing, of the name(s) of the trainees, the location(s), the training start date and the expected duration.

E. DISCHARGE

(a) No employee covered by this Agreement shall be suspended or discharged without just and sufficient cause. Discharge for failure to comply with Article 2-B, Section (a), of this Agreement shall be deemed a discharge for cause.

In the event a Head Meat Cutter who has been demoted to Journeyman Meat Cutter feels that the demotion was discriminatory he or she shall have the right to appeal through the adjustment and arbitration proceedings of this Agreement.

(b) Before an employee is discharged, he or she shall receive written warning of unsatisfactory conduct and copy of such notice shall be sent to the Union. The employee receiving such warning shall be given reasonable opportunity to rectify or change such conduct. Such warning shall be considered null and void after six (6) months from the date of issue. The notice and warning required by this Section need not be given to employees discharged for dishonesty, insobriety, insubordination, (as defined in Webster’s International Dictionary), fighting on the job, malicious destruction of property or illegal use of narcotics. It is agreed that these enumerated causes to discharge without a written warning are not all inclusive.

Disciplinary suspensions issued as corrective action as the result of; 1) failure to perform job duties or; 2) failure to maintain work schedule and not issued as a “last chance” or “in lieu of

termination” discipline will be considered progressive disciplinary warnings and shall become null and void after twelve (12) months of active employment from the completion of such disciplinary suspension.

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

(c) Any employee claiming unjust dismissal, demotion or suspension shall make his or her claim therefore to the Union within seven (7) days of such dismissal, demotion or suspension, otherwise no action shall be taken by the Union. If, after proper investigation by the Union and the Employer, it has been found that an employee has been disciplined unjustly, he or she shall be reinstated with full rights and shall be paid his or her wages for the period he or she was suspended, demoted or dismissed; or he or she shall be granted some other appropriate remedy mutually agreeable to the Union and the Employer, or as determined by the arbitrator.

Investigation of any claims shall be made within ten (10) days of the making of such complaint by the employee.

(d) Any dispute arising out of any such suspension, demotion or discharge not settled by the procedure above shall be subject to the provisions of Article 20 of this Agreement.

(e) 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 Store Representative if the Store Representative is on duty. The Store Representative shall be given the opportunity to have 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 investigative interview.

ARTICLE 3

HOURS

(a) Regular employees shall be guaranteed payment for eight (8) hours for each day and for forty (40) hours for each week subject to the addition of all premium and overtime provisions unless, at the time they are told to report to work, they are advised that they are being hired or brought to work on a predetermined, short workweek of less than five (5) days, or unless such work ceases to be available by reason of an Act of God or other reason beyond the control of the Employer. The Employer shall post a work schedule in its shop no later than 3:00 p.m. Thursday of each week and, except in cases of emergency, no changes shall be made in the said schedule without forty-eight (48) hours’ notice to the employees involved in such change of schedule. Such schedule shall show the full name of each employee, the classification, starting time, mealtime, quitting time, and days off. The schedule will be posted electronically for employees to view. A paper copy of the schedule will also be available in the breakroom or other common area accessible by all employees.

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.

Employees who are not scheduled to work Saturday shall be notified by Friday, prior to completion of employee's shift, of the change in schedule. Any employee who is not notified of a change in his or her schedule in accordance with this provision shall work the following week on the same schedule as he or she worked the prior week.

(b) Five (5) full days of eight (8) working hours each within nine (9) consecutive hours, totaling forty (40) hours, shall constitute a week's work, Monday through Saturday of each week. Sunday, if worked, shall be the first (1st) day of the workweek.

(c) The above Section (a) and Section (b) notwithstanding, Meat Clerks hired after 1/1/86 have a four (4) hour per day, 24 hour minimum per week guarantee.

Part-time experienced employees with fifteen (15) or more years of service with the employer will be guaranteed twenty-eight (28) hours per week. This provision becomes effective with the schedule posted thirty (30) days after the employee reaches their fifteen (15) year anniversary. If an employee does not desire to work the increased hours, they shall submit a written request to the employer.

(d) Individuals hired on a day of the week subsequent to Monday shall receive the rate of a Journeyman Meat Cutter, or Apprentice, or Meat clerk, as hereinafter set forth, provided that they are scheduled to work at least five (5) consecutive scheduled working days. In the event such employee works less than five (5) days after having been hired as above set forth, then and in that event, he or she shall receive the rate of an extra employee for such periods.

(e) The straight-time pay period for work performed shall be any eight (8) hours worked within a period of eight and one-half (8-1/2) hours by mutual agreement of Employer and employee or within a period of nine (9) hours between the hours of 8:00 a.m. and 6:00 p.m., Monday through Saturday. Employees scheduled to work a shift in which his or her lunch period falls after midnight shall have the option of a one-half (1/2) hour lunch period if there is a consensus among the crew and the Employer mutually agrees. In the former Local 428 the hours are 9:00 a.m. to 6:00 p.m.

Any Meat Cutter or Apprentice who may be required to work any part of his or her workday prior to 8:00 a.m. or after 6:00 p.m. shall be paid Two Dollars (\$2.00) in addition to his or her regular rate of pay. In the former Local 428 the hours are 9:00 a.m. to 6:00 p.m.

In so-called twenty-four (24) hour operations any employee scheduled to work a shift in which his or her normal lunch period will fall after midnight, shall be scheduled to work eight (8) hours within eight (8) hours and shall be allowed to eat his or her lunch while on the job.

(f) Shift assignments shall be determined by the Employer, with due consideration being given to hardship cases and cases of merit. Where shift changes are requested, the minimum lapse time between shifts shall be ten (10) hours and any employee called back to work in less than ten (10) hours lapse time shall be paid time and one-half (1 1/2) his or her regular straight-time rate for all work performed during said ten (10) hour lapse period.

(g) One (1) full uninterrupted hour should be given as a meal period or one-half (1/2) uninterrupted hour shall be posted and given as a meal period with the mutual agreement of the Employer and employee. No employee shall work longer than five (5) hours without a meal period except as provided herein and in Section (l), (m) and (n) of this Article III. Any employee who works in excess of five (5) hours during an eight (8) hour shift without a meal period shall receive overtime compensation for all such work performed in excess of five (5) hours until released for a meal or relieved from duty. The above notwithstanding, the Employer may schedule up to a six (6) hour

shift without a lunch period for part-time meat sales clerks and clean-up. Said six (6) hour shift shall not be subject to the overtime rate and shall include two (2) unscheduled ten (10) minute breaks.

(h) Time spent in store meetings or in meetings called by the Employer, before 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.

(i) Extra employees, discharged for cause, shall be paid for time worked.

(j) Extra employees who report late for work need not be put to work; provided, that if put to work at all, they shall be paid only for the time worked.

(k) When an individual is sent out by the Union to a position at the request of the Employer, or when an individual is requested to report for work by the Employer, and in either case, arriving there on time is not permitted to work, such individual shall be paid a day's pay; provided, applicants for vacation relief or steady employment may be referred to a scheduled interview by the Employer and no pay shall be required for such period of interview, unless he or she is put to work on such day of interview, in which event he or she shall be paid a full day's pay.

In the event the Union dispatches an employee who was previously discharged for cause by the Employer, the employee shall not be entitled to any minimum guarantees of work or pay.

(l) During one (1) lunch hour in any workday in a market employing one (1) or more Meat Cutters in work covered by this Agreement, Monday through Saturday, there must be one (1) such employee covered by this Agreement in attendance at all times during which fresh meat is being sold. In such markets where the Meat Cutter is alone, the Employer may also close the market (fresh meat section), use a relief employee or operate for one unattended lunch hour in a day, or require the Meat Cutter to work through the lunch hour, in which event the Meat Cutter shall be paid at the applicable overtime rate for the lunch hour and shall be permitted to eat his or her lunch on the job.

(m) In the event a Meat Cutter shall work his or her lunch hour as hereinabove provided and completes the workday, he or she shall be paid his or her regular straight-time rate of pay for the ninth (9th) hour.

(n) On Sundays and holidays in self-service markets, where only one (1) employee is performing work covered by this Agreement, he or she shall be provided with a full, uninterrupted hour off for lunch and the meat department may remain open; provided that no individual, except the Owner-Employer, not otherwise employed in work covered by this Agreement, shall be permitted to perform work covered by this Agreement during such unattended lunch hour. On Sundays and holidays in a conventional or self-service market, a Meat Cutter may eat on the job and shall receive pay in accordance with the provisions of Section (l) and (m) of this Article 3.

(o) Extra Meat Cutters and Meat Clerks shall receive extra pay for all work. Extra workers who work a holiday week and are paid for a holiday not worked shall not receive the extra pay for that day only.

(p) The Employer agrees to keep records of time worked by all employees in such a manner as is prescribed by the applicable provisions of the Fair Labor Standards Act, whether or not that Act actually applies to the Employer.

(q) Employees shall be allowed an unscheduled ten (10) minute break in the first half of their shift prior to the meal period and an unscheduled ten (10) minute break in the last half of their scheduled shift prior to quitting time.

ARTICLE 4

OVERTIME

(a) All work performed in excess of eight (8) hours in one (1) day, or on the sixth (6th) day worked in a calendar week, shall be paid for at the overtime rate, which shall be one and one-half (1½) times the employee's regular straight-time hourly rate of pay as set forth in Article VIII hereof. Work performed on the seventh day of the calendar week shall be paid at the overtime rate of double time (2x).

(b) Work performed on holidays shall be paid for at two (2) times the regular straight-time rate of pay and time worked in excess of eight (8) hours on Sunday or holidays shall be paid for at two and one-half (2½) times the regular straight-time rate of pay. Employees hired after February 11, 2005, for work performed on the holiday (in addition to holiday pay if entitled) will be paid at their straight-time hourly rate and an additional one dollar (\$1.00) per hour premium.

(c) Meat Cutters who are scheduled to work a regular eight (8) hour shift which commences before 8:00 a.m. or ends after 6:00 p.m. on any day shall receive overtime pay at the appropriate rate for any time worked in excess of such eight (8) hours in addition to the two dollar (\$2.00) shift premium required in Article 3, Section (e), of this Agreement. Meat Cutters who are scheduled to work a regular eight (8) hour shift between the hours of 8:00 a.m. and 6:00 p.m. on any day and who are required to work in excess of such eight (8) hours after 6:00 p.m. by reason of an emergency shall receive overtime pay at the appropriate rate but shall not be entitled to the two-dollar (\$2.00) shift premium required in Article 3, Section (e). In the former Local 428, the hours shall be 9:00 a.m. to 6:00 p.m.

(d) Any regular full-time employee called to work on his or her scheduled day off shall be paid at the rate of time and one-half (1½) the regular straight-time rate of pay for that day, except that if he or she works a sixth (6th) day, he or she shall be paid at the rate of straight-time that day and at the rate of time and one-half (1½) on the sixth (6th) day. The employee shall not be given a substitute day off unless he or she requests another day off in lieu of the day off which he or she worked.

(e) There shall be no pyramiding of overtime and/or premiums and only the highest applicable rate shall apply.

ARTICLE 5

TRAVEL PAY

(a) If an employee is required by the Employer to travel between markets during the course of his or her workday, or is moved by the Employer from one market to another on a temporary assignment, or if an employee is scheduled to work in a different market on different days in any one (1) week, he or she shall receive:

1. Mileage allowance in accordance with amount provided for under the Internal Revenue Service or bus or taxi fare between markets, depending on the method specified by the Employer.
2. Reasonable out-of-pocket expenses such as bridge tolls and parking charges.
3. Reasonable allowance for board and lodging, when required to remain away from home overnight.

The mileage allowance, or fare as above provided for, shall be paid for the extra mileage the employee is required to travel over and above his or her normal travel to and from work from his or her home to the market at his or her regular assignment.

(b) If an employee is required by an Employer to travel during the course of his or her workday, he or she shall receive payment at his or her regular rate of pay for the time of travel.

The provisions of this Article 5, Section (a) shall not be applicable to an employee who was, at the time of his or her initial employment, so employed, or to an employee who accepts, as a result of his or her seniority, such work.

ARTICLE 6

HOLIDAYS

(a) The following days shall be observed as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and the employee's Birthday. Employees with at least twenty-five (25) years of continuous service with the same Employer will receive two (2) additional holidays. The first holiday will be earned June 1 and the second will be earned on October 1 of each year. The Anniversary Date of Employment holiday and the floating holiday shall be enjoyed by the regular employees in accordance with the observance procedures. Upon entitlement, the floating holiday shall be taken by mutual agreement of the Employer and employee. All earned personal holidays (i.e. birthday, anniversary, and floating holidays) not taken within a calendar year may be assigned by management prior to March first (1st) of the following year, otherwise, employees will be paid out for any remaining personal holidays not taken after March first (1st). Earned personal holidays will be paid at termination, if due.

All employees complying with the holiday provisions hereof shall have a straight-time workweek of four (4) days of thirty-two (32) hours in the calendar week in which a holiday falls and shall be paid for a full five (5) day, forty (40) hour workweek. Part-time employees shall be scheduled to work at least their minimum hours of weekly work excluding pay for the holiday.

The employee's birthday shall be a paid holiday and employees shall receive pay for said holiday as if worked. Each employee shall give his or her employer notice of his or her birthday at least two (2) weeks prior to the week in which the birthday occurs. Such birthday holiday shall be enjoyed by the employee on the actual date of his or her birth or on another day mutually agreeable to the employee and the Employer during the week preceding, the week of, or the week following the actual week of the employee's birthday. If an employee's birthday falls on a day, which is otherwise considered as a holiday, he or she shall receive an additional day off for the birthday in addition to the holiday on which it falls. For those hired on or after ratification (Feb 11, 2005), entitlement to the birthday holiday shall commence with the employee's first (1st) birthday

following completion of one (1) year of employment and a floating holiday and anniversary holiday after the completion of three (3) years of employment.

It is understood that the day of observance for Memorial Day shall be that date established by Federal Statute.

No employee will be required to work on Christmas Day.

When the grocery department of the retail store is contractually required to be closed on any of the above holidays, the meat department shall also be closed.

(b) Employees who are required to work on any of the above-named holidays shall receive the applicable overtime rate as set forth in Article 4, Section (c) for all hours worked on said holiday.

(c) All regular employees shall be entitled to holiday pay providing the employee works the scheduled workday before, on the holiday (if scheduled), and the scheduled workday after the holiday. It is understood that in order to qualify for holiday pay, an employee must work at least one (1) workday during the week in which the holiday falls. Probationary employees will not be entitled to holiday pay.

(d) Regular part-time employees shall receive holiday pay for a holiday based upon one-fifth (1/5th) of the average hours worked per week in the six (6) weeks immediately preceding the holiday. Extra employees are not entitled to holiday pay except as specified in Section (e) below. For employees who have earned the holiday but have no hours in the six (6) weeks preceding the holiday week, holiday pay will be calculated based on twenty percent (20%) of the employee's average hours worked per week in the fifty-two (52) weeks immediately preceding the holiday.

(e) Extra employees working the four (4) days in the week of a holiday shall be paid for the holiday. Extra workers who work a holiday week and are paid for a holiday not worked shall not receive the extra pay for that day only. Meat Extras will be paid for holiday pay in accordance with Article VI Section (c).

(f) In the event the Employer schedules an employee to work on a no-work holiday, the Employer will be required to pay an amount equal to one (1) day's pay at the Journeyman rate to the Health and Welfare Plan.

(g) No employee shall be required to work after 8:00 p.m. on Christmas Eve. Between 8:00 p.m. and midnight on Christmas Eve, or New Year's Eve, the store will be staffed with volunteers. If insufficient employees volunteer on New Year's Eve, assignment shall be by inverse seniority.

ARTICLE 7

VACATIONS

(a) All regular employees shall be entitled to receive one (1) calendar weeks' vacation with pay after the first (1st) year of Industry Service, provided such employees have been in the employ of their Employer for not less than one (1) year at the time such vacation is granted. All regular full-time employees shall be entitled to receive two (2) calendar weeks' vacation with pay after the second (2nd) year of Industry Service; three (3) calendar weeks' vacation with pay after the fifth (5th) year of Industry Service; four (4) calendar weeks' vacation with pay after the fifteenth (15th)

year of Industry Service, and five (5) calendar weeks' vacation with pay after completion of the twentieth (20th) year of Industry Service, provided in each case, such employees have been in the employ of their Employer for not less than one (1) year at the time such vacation is granted.

New employees hired after February 11, 2005 will receive one (1) week after one (1) year of employment; and two (2) weeks after 3 years of employment and then follow the current vacation schedule reflected in the first paragraph above.

Employees hired after December 27, 2007 with over ten (10) years of industrial time will receive three (3) weeks of vacation after twelve (12) months of employment, four (4) weeks after five (5) years of employment with the Employer and five (5) weeks after ten (10) years with the Employer.

All regular part-time employees who have worked at least six (6) months within any twelve (12) month period shall be credited with Industry Service credit and shall be entitled to a prorate of the 1-2-3-4 or 5 weeks' vacation in accordance with the terms and provisions as follows:

(b) 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 equals two (2) weeks' vacation pay; six percent (6%) of the employee's earnings for the previous year equals three (3) weeks' vacation pay; eight percent (8%) of the employee's earnings for the previous year equals four (4) weeks' vacation pay and ten percent (10%) of the employee's earnings for the previous year equals five (5) weeks' vacation pay.

NOTE: Vacation pay shall be computed on the employee's W-2 form earnings for the prior calendar year, except the first year of employment, it shall be computed on total earnings during the first anniversary year of employment and when an employee terminates, it shall be computed on his or her earnings from the employee's anniversary date of employment to his or her termination date.

(c) Where an employee is entitled to three (3) or more weeks of vacation, the employee and Employer may, if they mutually agree, provide that two (2) weeks may be taken at one time and the balance taken at one other time during the year, or, that two (2) weeks may be taken at one time together with payment in lieu of the balance thereof. Employees who earn three (3) or more weeks of vacation may convert one (1) week into five (5) days. In order to convert a week period into daily vacation days, the selection of individual vacation days must be designated by the employee during the vacation selection bid period. The Employer shall be required to pay the employee his or her vacation pay prior to the employee taking his or her vacation and no employee may be required or allowed to take vacations other than within the year in which they are due except that early vacations may be taken if mutual agreement as to the time and date of said early vacation is reached between the Employer and the employee. All earned and unused vacation shall be paid out on the anniversary date of employment following the year it is earned.

(d) Whenever a holiday falls during a vacation period of an employee, he or she shall have the option to be paid his or her holiday pay without an extra day off or to take an extra day off at another time agreeable to him or her and his or her Employer.

(e) The Employer shall post or make available a schedule of available vacation dates by January 1st and the employees shall indicate their preference of dates, if any, by February 1st. The vacation selection period shall be granted between March 1st and February 28th. The principles of seniority shall be observed in the selection of vacation periods except that the employee may not, after February 1, exercise the right of greater seniority to change the vacation selection of an employee

having lower seniority. The Employer shall reserve the right to designate the number of employees that may be on vacation at any time, but in no event less than one employee in any one week as set forth in subsection (o).

(f) Employees will be credited vacation service for time lost as a result of “on-the-job injuries”, not to exceed 6/12 (720 hours) of a year’s vacation credit.

Employees absent due to bona fide illness, other than industrial, may be credited with vacation service for time lost, not to exceed a maximum of 1/12 (120 hours) of a year’s vacation.

(g) Any employee who is discharged, laid off or who resigns after one (1) year or more of employment shall receive vacation wages prorated on the basis for the period worked at the time of said interruption or termination of employment.

(h) Pro rata vacation pay paid to an employee under Sections (f) and (g) above shall be paid as severance pay.

(i)

1. An employee who voluntarily leaves that service of an Employer and secures a job with another Employer in the Meat Industry shall forfeit one-half (½) of his or her accumulated years of service with that Employer and shall accumulate subsequent Vacation benefit based upon the revised years of service.
2. Employees discharged for dishonesty, insobriety, insubordination (as defined in Webster’s New International Dictionary), fighting on the job or malicious destruction of property shall have their accumulated vacation term reduced in the same manner as that provided in (1) above.
3. Each employee’s accumulated years of service shall be his or her total period of service with the Employer by whom he or she is employed on October 1, 1968, or with whom he or she had rehire rights under the seniority section of this Collective Bargaining Agreement on that date.

(j) Vacation pay shall be allocable to the periods of time in which such vacation was earned.

(k) Extra employees are not entitled to vacation accumulation or credit for any purpose.

(l) The selection of vacation shall be on a market basis except:

1. The vacation of an employee shall not be changed if it was scheduled prior to his or her transfer from one market to another.
2. If an employee does not have a scheduled vacation at the time of such transfer, the scheduling of his or her vacation shall be based solely upon his or her seniority status in the market to which he or she is transferred.

(m) All employees taking scheduled vacation shall receive their vacation pay allowance on the paycheck immediately preceding the employee’s scheduled vacation.

(n) The Employers are agreeable to work with the trust fund in developing a system for reporting hours regarding accumulated sick leave and accumulated vacation for terminated employees.

(o) As long as no weeks during the vacation period are blocked out, except for the week of, or the week prior, to New Year's Day, Fourth of July, Thanksgiving Day or Christmas Day, the employer has the right to limit the number of employees on vacation at any given time.

ARTICLE 8

WAGES

(a) In the event the Federal Wage and Hour Law is applied to Retailing so as to increase the Employer's obligations hereunder, the parties shall reopen and revise this Agreement so as to preserve the intended workweek and rates of pay pertaining thereof.

(b) If there is a reasonable doubt with regard to the Journeyman's competency of an apprentice after completion of the two (2) year training period, such apprentice shall be given an examination to test his or her competency. An apprentice failing such an examination shall be required to work as an apprentice for three (3) additional months before being eligible for re-examination. Failure to pass this second examination shall restrict the employment of an apprentice to three (3) additional months, at the end of which time he or she shall have been allocated to Journeyman's status, or employment will be terminated.

(c) Ratification Bonus Payment: For Journeypersons and above a ratification bonus of \$1500 for full-time and \$750 for part-time. Payment will be made within sixty (60) days of confirmation of ratification. To be eligible for payment, an employee must be active at time of ratification and remain active on date of payment. An employee on an approved Leave of absence will receive payment within thirty (30) days upon return.

(d) Retroactive Payment: All retroactive pay provided for in this Agreement will be paid only to those employees on the payroll on the date of ratification and at the time the retroactive pay is paid. Employees on an approved leave of absence will be paid within thirty (30) days of their return to work.

(e) Overscale Employees: For above scale employees on the payroll on the date of ratification, any balance of the wage increase 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.

(f) Journeymen replacing Head Meat Cutters on their days off shall receive Head Meat Cutter's rate of pay.

Where two (2) or more employees work a majority of their shift after 10:00 p.m., one (1) such employee shall be designated as a Leadman and shall be paid a premium of One Dollar (\$1.00) for the day's work, in addition to his or her regular rate of pay for that day.

(g) Except in markets operated by an Owner, only Journeymen shall operate a market as a "Head Meat Cutter."

(h) Employees shall be paid weekly.

(i) Meat Extra Pay. As soon as administratively feasible, the Employers shall establish with the Unions an internal procedure to make pay available for all meat extras at the end of their work assignment or shift if only retained for a single shift.

(j) The Employer agrees to furnish each employee with a wage statement showing period covered, name of employee, hours worked, straight-time and overtime (if any), total amount of wages paid and list of deductions made. Such statements shall be furnished each payday, provided, however, that upon termination of employment the employee will be furnished a statement for final payment when final wage payment is made.

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

(l) The parties agree that the Employer may offer voluntary buyout opportunities to employees at any time(s) during the term of this agreement. In the event such voluntary buyouts are offered, the Employer agrees to provide thirty (30) days advance notice to the Union concerning the buyout components, the terms of the offer(s), and the timing of any offering(s), and to allow the union to attend employee meetings regarding this issue.

(m) The experience and length of service wage adjustments provided for under Appendix A below shall be placed into effect the first (1st) workday of the first (1st) workweek immediately following the workweek in which the employee qualifies for a higher rate of pay.

MEAT CUTTER WAGES					
CLASSIFICATION	Prior to 5/1/22		Effective 5/1/22 \$2.25	Effective 9/3/23 \$1.50	Effective 12/1/24 \$1.00
Head Meat Cutter	\$25.424		\$27.674	\$29.174	\$30.174
Meat Cutter Extra	\$25.424		\$27.674	\$29.174	\$30.174
	Prior to 5/1/22		Effective 9/3/23 \$1.75	Effective 9/3/23 \$1.50	Effective 12/1/24 \$1.00
Journey Meat Cutter	\$23.924		\$25.674	\$27.174	\$28.174
APPRENTICE MEAT CUTTER PROGRESSION STEPS					
STEP PROGRESSIONS AND WAGES PRIOR TO 5/1/22		NEW STEP PROGRESSIONS & WAGES 5/1/22			
9 th 1040 hours (6761-7800)	\$20.50	5 th 2080 hours (5201-7280)	\$21.00	\$21.00	\$21.00
8 th 1040 hours (5721-6760)	\$18.50	4 th 1560 hours (3641-5200)	\$19.50	\$19.50	\$19.50
7 th 1040 hours (4681-5720)	\$17.50	3 rd 1560 hours (2081-3640)	\$18.75	\$18.75	\$18.75
6 th 1040 hours (3641-4680)	\$16.75	2 nd 1040 hours (1041-2080)	\$17.50	\$17.50	\$17.50
5 th 1040 hours (2601-3640)	\$16.00	1 ST 1040 hours (0-1040)	\$16.75	\$16.75	\$16.75
4 th 1040 hours (1561-2600)	\$15.50				
3 rd 520 hours (1041-1560)	\$15.40				
2 nd 520 hours (521-1040)	\$15.30				
1 st 520 hours (0-520)	\$15.20	Placement will be determined by actual hours worked into the new progression steps			
Premium Employees: Modify as discussed to provide a combination of wage increase and/or equivalent bonus payments to bring non-Department Managers to appropriate contract rates over the term of the contract.					

NOTE: See Article IV Overtime of this Agreement for overtime and Sunday rates.

NOTE: Extra Worker's pay is \$2.00 per hour, for all hours worked, above the straight-time rate for the appropriate classification.

NOTE: The Sunday rate is 1.33 times this hourly rate. Effective for all employees hired on or after December 17, 2012, Sunday premium shall be one dollar (\$1.00) per hour.

NOTE: Clean-Up Workers are those who clean up a market for a Butcher. These workers are not to handle meat or wait on the trade, except they may remove meat to clean the cases when the Meat Department is closed to the public.

MEAT CLERKS/CLEAN-UP WORKERS

CLASSIFICATION	Prior to 5/1/22		Effective 5/1/22 \$1.75	Effective 9/3/23 \$1.50	Effective 12/1/24 \$1.00
Meat Clerk Hired Between 11/2/79 but prior to 12/12/85	\$18.761		\$20.511	\$22.011	\$23.011
Experienced Meat Clerk	\$18.480		\$20.230	\$21.730	\$22.730

MEAT CLERK PROGRESSION STEPS

STEP PROGRESSIONS AND WAGES PRIOR TO 5/1/22		NEW STEP PROGRESSIONS & WAGES 5/1/22		Effective 9/3/23	Effective 12/1/24
9 th 1040 hours (7801-8840)	\$16.40	5 th 2080 hours (6241-8320)	\$17.50	\$17.50	\$17.50
8 th 1040 hours (6761-7800)	\$16.20	4 th 1820 hours (4421-6240)	\$17.00	\$17.00	\$17.00
7 th 1040 hours (5721-6760)	\$16.00	3 rd 1820 hours (2601-4420)	\$16.50	\$16.50	\$16.50
6 th 1040 hours (4681-5720)	\$15.80	2 nd 1560 hours (1041-2600)	\$16.00	\$16.00	\$16.00
5 th 1040 hours (3641--4680)	\$15.60	1 st 1040 hours (0-1040)	\$15.70	\$15.70	\$15.70
4 th 1040 hours (2601-3640)	\$15.50				
3 rd 1040 hours (1561-2600)	\$15.40				
2 nd 1040 hours (521-1560)	\$15.30				
1 st 520 hours (0-520)	\$15.20	Placement as of 5/1/2022 will be determined by actual hours worked			

MEAT CLEAN UP CLASSIFICATION

CLEAN-UP WORKERS	\$15.20		\$15.25*	\$15.70	\$15.70
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Premium Employees: Modify as discussed to provide combination of wage increase and/or equivalent bonus payments to bring non-Department Managers to appropriate contract rates over the term of the contract,

* Clean-up workers advance to \$15.70 on 1/1/23 resulting from California minimum wage increase.

ARTICLE 9

APPRENTICES

(a) Two (2) Apprentices shall be allowed for every one (1) Journeyman. A journeyperson shall continue to be defined as an apprentice who has completed 4160 hours, with the understanding that this definition will have no application to the new hire/promoted wage progression.

(b) An Apprentice can work without Journeyman supervision for no more than three (3) hours during his or her first six (6) months apprenticeship period or for more than four (4) hours during his or her second six (6) months apprenticeship period, exclusive of meal periods.

An Employer may establish its own apprenticeship program, which can be implemented by mutual agreement of the Company and the Union.

(c) On-the-job training of Apprentices shall be in accordance with the California Apprenticeship Law (Shelly-Maloney Act) as set forth in the California Labor Code. Both the Union and the Employer will assist in developing sound and uniform Retail Industry-wide Apprenticeship Training Programs.

(d) Tests to judge the competency of an Apprentice shall be set up by the Industry Joint Labor-Management Apprenticeship Committee and by majority vote its decision shall be final. Said tests shall be conducted jointly by one (1) representative of the Industry and one (1) representative of the Union.

(e) A Joint Advisory Committee consisting of a representative of the State of California, Division of Apprenticeship Standards and an equal number of representatives appointed by Local 5 to represent all segments of the retail meat industry in Northern California, shall be charged with the responsibility of preparing a uniform Northern California-wide program prior to February 1, 1974, and to continue to update as needed, to develop procedures, guidelines, and standards to train apprentices in compliance with the California Apprenticeship law (Shelly-Maloney Act), Title VII of the Civil Rights Act, and any other applicable Federal Statutes.

The procedures, guidelines and standards as developed by the Joint Advisory Committee shall be used by Joint Apprenticeship Committees to train Apprentice Meat Cutters working under contracts with Union Local 5. If the Joint Advisory Committee is unable to reach mutual agreement, matters in dispute shall be referred to the Regional Director, Region 9, Apprenticeship and Training Division, United States Department of Labor, for settlement.

ARTICLE 10

MEAT CLERKS

(a) Meat Clerks may wrap, weigh, price and stock fresh, chilled or frozen meat; fresh, chilled or frozen poultry; fresh, chilled or frozen fish as well as cold and smoked meats and in addition thereto, may display and dispense frozen meat, fresh, chilled and frozen poultry, fresh chilled or frozen rabbits; fresh chilled or frozen fish, as well as cold and smoked meat, and may also act as Demonstrator and provide relief in the fish department. Meat Clerks shall receive a premium of fifty (\$.50) per hour to a maximum of Two Dollars (\$2.00) per shift for each hour in which any work is performed before 9:00 a.m. and after 6:00 p.m.

(b) Meat Clerks may take bell calls (contact the customer, serve the customer, relay the orders to the butcher, wrap the merchandise and give it to the customer), and may also keep the meat cases tidy, and clean the glass and empty cases and empty trays.

In addition, the Meat Clerk duties also include all types of cleaning, including heavy cleaning, and breaking down meat loads. (Only Meat Cutters shall disassemble and assemble equipment); fill the counter and replace trays of meat including boating; wait on the trade; collect money; give change; cut a steak or roast which has already been processed by a Meat Cutter to size in order to serve a customer; modify any prepared cut to suit a customer; use slicing machine, cube steak machines, and grinder to serve the customers.

Any employees that are currently performing these described duties at whatever rate of pay they are currently receiving will not be reduced by virtue of this expansion of duties. Meat Cutters will not have their hours reduced or be laid off as a direct result of the expansion of Meat Clerk duties.

(c) Meat Clerks desirous of entering the Meat Cutter Apprenticeship Program shall make their desires known to the company, in writing, and such employees shall receive consideration for such training and, if selected, attend the apprenticeship training program. Said Meat Clerks entering apprenticeship training shall be given a thirty (30) day trial period. To the extent permitted by law, and in compliance with the terms of this Agreement, it is the intent of the parties to see that all minorities are given an opportunity to move into all classifications of work covered by this Agreement. Consistent with this objective, qualified Meat Clerks will be given preference by seniority over other applicants for such work.

At the time of promotion from a Meat Clerk to Apprentice Meat Cutter, the promoted employee will be placed into the third (3rd) step Apprentice Meat Cutter progression step with no backfilling of hours of the previous progression steps. If the promoted Meat Clerk is currently at the rate of pay which is greater than the third (3rd) Apprentice Meat Cutter progression step then the employee will remain at such rate of pay and be credited one thousand forty (1040) hours towards the step three (3) required hours of one thousand five hundred sixty (1560). Upon completion of the remaining five hundred twenty (520) hours in step three (3), the employee will then move to step four (4) and move through the remaining progression steps.

PART-TIME MEAT SALES CLERK

(a) Part-time Meat Sales Clerks may be hired after January 1, 1986 to work less than eight (8) hours per day, but must be scheduled for at least four (4) hours per shift and a minimum of twenty-four (24) hours per week. Part-time experienced employees with fifteen (15) or more years of service with the employer will be guaranteed twenty-eight (28) hours per week. This provision becomes effective with the schedule posted thirty (30) days after the employee reaches their fifteen (15) year anniversary. If an employee does not desire to work the increased hours, they shall submit a written request to the employer.

(b) If a person has been out of the industry less than five (5) years and had not reached "thereafter" status, in the Meat Clerk progression, they will be allowed to start at the same progression step as when they last worked in the industry.

(c) Part-time Meat Sales Clerks may bid for full-time forty (40) hour jobs, or additional part-time hours excluding relief for vacations, illness or authorized leave of absences based upon said employee's seniority providing that said employee makes his or her desire for such work known, in writing, to the Employer. It is understood the Meat Sales Clerk must be qualified to fill the vacancy and qualifications include such factors as experience, job performance, aptitude, attendance, etc.

(d) Part-time Meat Sales Clerk's requests for additional available hours shall be applied on a store-by-store basis and may be electronically submitted when operationally feasible, within the Company's scheduling system. Requests for available full-time "forty (40)" hour jobs shall be applied on the basis of the Union's geographical seniority area(s).

(e) Any Meat Sales Clerk called to work on a sixth (6th) day shall receive overtime as provided under the Overtime Section.

(f) The aforementioned weekly guarantee shall not apply if one or more of the following conditions exist:

1. The store is normally open for business six (6) days or less in the workweek;
2. A week in which one of the holidays named in this Agreement falls;
3. Employees scheduled to work are absent without proper notice;
4. Work is not available due to Acts of God;
5. The part-time employee, the Employer and the Union agree that the employee may work less than twenty-four (24) hours per week;
6. An unanticipated, significant business fluctuation.
7. The week the employee is being recalled from layoff.

(g) It is understood that employees will not be able to claim wages under this interpretation, except for hours lost commencing with the weekly schedule immediately following the Union's written notification to the Employer of the claim and thereafter until resolved. If the employee or the Union gives written notice to the Employer within seven (7) days of his notice of layoff, the above provisions do not apply.

(h) Employees hired prior to November 2, 1979, working as a Meat Clerk at a higher rate of pay with the eight (8) hour guarantee shall not be reduced as a result of this agreement.

ARTICLE 11

BULLETIN BOARDS

There is an understanding between the parties that the Unions may put up bulletin boards in the stores conditioned on the Albertson's Letter of Understanding with former Local 839. and that the materials posted on these bulletin boards are consistent with Section 5.8 of former Local 428's contract regarding official union notices. The companies have the sole discretion to determine whether any such materials are "detrimental" to the company's interest.

ARTICLE 12

HEALTH AND WELFARE AND SICK LEAVE

A. HEALTH AND WELFARE

EMPLOYER ACCEPTANCE: The Employer agrees to accept and be bound fully by the terms of that certain Declaration of Trust dated April 17, 1974, as amended, providing for the UFCW Bay Area Health and Welfare Trust Fund as the same may be applicable to the Welfare Plan therein provided for, and any amendments thereto. The Employer hereby acknowledges receipt of a copy of said Declaration of Trust.

(a) EMPLOYER CONTRIBUTIONS: Effective September 1, 2019, on August 2019 hours, for twenty-four (24) months, the Employer shall contribute six dollars and forty-five cents (\$6.45) per hour. Adjust the hourly contribution starting August 2021 payable in September 2021 up to Segal Consulting's projected cost of the Plan in September 2021 for the remainder of the Agreement. Contributions on the previous month's hours will be increased up to the following rates (December hours payable in January):

01/01/2022	01/01/2023	01/01/2024
\$6.95	\$6.95	\$7.35

RETIREE HEALTH AND WELFARE: The percent of Active Contribution used to fund the retiree benefits is and will continue to be 16%.

Such contributions shall be made on all straight-time hours worked, including Sundays, and/or hours compensated, such as vacations and holidays. Contributions shall be made on or before the 20th of the month for covered hours worked during the previous month. It is understood that the contributions required on behalf of any employee shall not exceed forty (40) straight-time hours per week or two thousand eighty (2,080) straight-time hours in any calendar year.

(b) PROMPT PAYMENT: The parties recognize and acknowledge that the regular and prompt payment of Employer contributions to the Fund is essential to the maintenance of the Health and Welfare Plan, and inasmuch as beneficiaries under the Plan are entitled to benefits for the period of time that they may have worked while covered by the Plan, even though contributions have not been paid on their behalf by their Employer, that it would be extremely difficult, if not impractical, to fix the actual expense and damage to the Fund and to the Plan which

would result from the failure of an individual Employer to pay such monthly contributions in full within the time provided; therefore, the amount of damage to the Fund and Health and Welfare Plan resulting from any such failure shall be presumed to be the sum of Twenty Dollars (\$20.00) per delinquency or ten percent (10%) of the amount of the contribution or contributions due, whichever is the greater, not to exceed the sum of One Hundred Dollars (\$100.00) per delinquency, which amount shall become due and payable to the Fund as liquidated damages, and not as a penalty, upon the day immediately following the date upon which the contributions became delinquent, and shall be in addition to said delinquent contribution or contributions.

Notwithstanding the above, interest on unpaid contributions will accrue at the rate of 10% per annum, commencing with the first day of the month following the month in which the contribution is due. In addition, if legal action is pursued to collect delinquent contributions, the statutory provisions in ERISA will apply and liquidated damages shall be assessed in an amount equal to the greater of 20% of the unpaid contributions at the time the legal action is commenced or interest at the above rate on the unpaid contributions from the due date through the date the contributions are paid. The Trustees shall have the authority to adopt and to amend from time to time written Delinquency Collection Procedures, which shall specify the interest, liquidated damages and other amounts to be assessed on any delinquency, and the procedures for collecting same and such Procedures shall be binding on the employer.

(c) HEALTH PLAN BENEFITS: The schedule of benefits and plan design is contained in the Union and Employer Benefit Trust Summary Plan Description document available through the Trust Fund or local union office.

(d) LEGISLATION: In the event of legislation providing health and welfare or sick leave benefits, which also are provided for under this Agreement, the Trustees are directed to amend the Plan Document immediately, deleting duplicated benefits. If by reason of the elimination of duplicated benefits there is a savings to the Employer and the Fund, after the cost thereof is set off against the cost required of the Employer to finance said benefits, the Trustees shall meet no later than thirty (30) days from the effective date of the legislation to determine how said savings shall be used by the Fund. If the Trustees fail to reach an agreement, they shall proceed, under the Trust Agreement, to decide such deadlock within seventy-five (75) days of the effective date of the legislation. Any cost reductions to the Employer and the Fund attributable to a cost required of the employee under the legislation will be passed on to the employee through other health and welfare changes. In the event Medicare becomes secondary in the application of the retiree benefit plan the Trustees will take immediate and remedial action to protect the financial integrity of the Plan.

(e) COST CONTAINMENT: The Trustees are authorized and directed to study and expand cost containment programs where appropriate, for both the active and retiree plans.

(f) RETIREE BENEFITS: The collective bargaining parties recognize that retiree health and welfare benefits are not vested benefits. Pursuant to this Agreement, a contributing Employer's sole and only obligation is to contribute, during the term of this Agreement, the specific contributions required under this Agreement. Despite the adoption of a plan of benefits that may currently be available to Plan participants, the Employer's liability for any and all health and welfare benefits including retiree health and welfare benefits shall be limited to the contribution specified in this Section and for the period of this Agreement. The parties authorize and direct the Trustees of the Health and Welfare Plan to take the necessary action to assure compliance with the terms of this paragraph.

(g) BUSINESS EXPENSE: It is understood that the provision for a Health and Welfare, Dental, Vision Care, Drug and Sick Leave Plan(s) is being entered into and continued upon the condition that all payments shall be deductible in the year in which the contribution is made as a business expense under the Internal Revenue Code as it presently exists or as it may be amended subsequent to the date of this Agreement and under any similar state revenue or tax laws.

(h) ELIGIBILITY: The bargaining parties direct the Trust Fund Office to work with a member, Union or Employer representatives' verbal or written request to allow, at the employee's request, the Employer to pay any vacation and/or holiday pay in the employee's bank and make the associated benefit contributions necessary for the employee to be eligible for health and welfare benefits in that month.

B. SICK LEAVE:

(a) All employees who have been employed for a contributing employer shall be entitled to sick leave with pay. Sick leave for a full-time employee shall accrue at the rate of six hours per month, thereafter not to exceed a maximum of three hundred and sixty(360) hours. Part-time employees will accumulate sick leave credits on a pro rata basis.

Section (b) SICK LEAVE HOUR ACCRUAL:

Employees accrue sick leave monthly as follows:

Hours Worked	Sick Leave Accrual
Less than 64 hours	0
64 but less than 120 hours	3
120 hours or more	6

1. An employee may accrue and use accrued paid sick days beginning on the 90th day of employment.
2. An employee may request paid sick days in writing or verbally.
3. An employee can take paid leave for employee's own or a family member for the diagnosis, care or treatment of an existing health condition or preventive care or specified purposes for an employee who is a victim of domestic violence, sexual assault or stalking.
4. There shall be no reductions in existing sick leave benefits.

SICK LEAVE PAYOUT:

1. Eligibility: In order to be eligible for a sick leave payout, an employee must have the maximum of three hundred and sixty (360) hours accumulated sick leave as of December 31.
2. Amount of Pay-Out: Each employee who is eligible for a sick leave pay-out in accordance with paragraph (1) shall receive Four Hundred Dollars (\$400) less Ten Dollars (\$10) for each hour of sick leave used during that calendar year.

Payments shall be made as soon after the end of the calendar year as administratively feasible.

ARTICLE 13

PENSIONS

EMPLOYER ACCEPTANCE: The Employer agrees to accept and be bound fully by the terms of that certain Declaration of Trust dated April 1, 1957, providing for the UFCW Northern California Employers Joint Pension Trust Fund as the same may be applicable to the Pension Plan therein provided for, and any amendments thereto. The Employer hereby acknowledges receipt of a copy of said Declaration of Trust.

(a) EMPLOYER CONTRIBUTIONS: The parties request the Trustees modify the pension rehabilitation plan to required contributions at the rate of \$2.94 per hour for the duration of the agreement.

Such contributions shall be made on all straight-time hours worked by all employees covered by the Collective Bargaining Agreement, including Sundays, and/or all hours compensated, such as vacations and holidays. Contributions shall be made on or before the 20th of the month for covered hours worked during the preceding calendar month. It is understood that the contributions required on behalf of any employee shall not exceed forty (40) straight-time hours per week or two thousand and eighty (2,080) straight-time hours in any calendar year.

In the event that the contributing Employers are required to make any additional contributions above the negotiated contribution rates in order to avoid funding deficiencies, the contributing Employers will receive a dollar for dollar credit for additional contributions in any subsequent plan year where there is sufficient excess funding exceeding the minimum funding level required to offset the additional contribution provided this offset does not create a minimum funding deficiency the following plan year. In other words, the employer payments in excess of the negotiated contributions will create future contribution suspensions that will be taken as soon as possible as long as the minimum funding concerns outlined above are met.

(b) TERMINAL VACATION PAY: Upon retirement, no Trust Fund contributions will be required of the Employer on terminal vacation pay made to an employee at retirement. The employee's retirement benefits will not be delayed, and he will receive credit for hours even though contributions are not required.

(c) PROMPT PAYMENT: The parties recognize and acknowledge that the regular and prompt payment of Employer contributions to the Fund is essential to the maintenance of the Pension Plan, and inasmuch as beneficiaries under the Plan are entitled to pension benefits for the period of time that they may have worked while covered by the Plan, even though contributions have not been paid on their behalf by their Employer, that it would be extremely difficult, if not impractical, to fix the actual expense and damage to the Fund and Pension Plan which would result from the failure of an individual Employer to pay such monthly contributions in full within the time above provided; therefore, the amount of damage to the Fund and Pension Plan resulting from any such failure shall be presumed to be the sum of Twenty Dollars (\$20.00) per delinquency, or ten percent (10%) of the amount of the contribution or contributions due, whichever is the greater, not to exceed the sum of One Hundred Dollars (\$100.00) per delinquency, which amount shall become due and payable to the Fund as liquidated damages and not as a penalty, upon the day immediately following the date upon which the contributions became delinquent, and shall be in addition to said delinquent contribution or contributions.

(d) **BENEFITS:** The schedule of benefits and is contained in the Northern California Joint Pension Summary Plan Description document available through the Trust Fund or local union office.

(e) **OTHER PLANS:** The Employer retains the exclusive right to alter, amend, cancel or terminate any presently existing Company-sponsored Pension Plan or Employee Retirement Plan which existed prior to the establishment of the negotiated Pension Fund, provided that the effective date of such alteration, amendment, cancellation, or termination shall not occur prior to the acceptance of this Plan.

(f) **REGULATIONS:** The Trust and the benefits to be provided from the Pension Trust Fund referred to here and all acts pursuant to this Agreement and pursuant to such Trust Agreement and Pension Plan shall conform in all respects to the requirements of the Treasury Department, Internal Revenue Service, and to any other applicable state or federal laws and regulations.

(g) **BUSINESS EXPENSE:** It is understood that this provision for a Pension Plan is being entered into upon the condition that all payments made by the Employer hereunder shall be deductible in the year in which the contribution is made as business expenses under the Internal Revenue Code as it presently exists or as it may be amended subsequent to the date of this Agreement and under any similar applicable State revenue or tax laws.

(h) **LIMITATION:** The Employer's sole and only obligation shall be limited to the contribution requirements outlined in Section (a).

(i) **LEGISLATION:** In the event of legislation requiring the restructuring of any of the essential elements of the Pension Plan, including, but not limited to, the benefit formula, amortization period, actuarial assumptions, vesting, or administration of the benefits, the Trustees are instructed to immediately comply with such legislation in adjusting the elements on a sound actuarial basis with no change in the existing Employer contribution rate.

(j) **DEFINED CONTRIBUTION PENSION PLAN:** The Trustees have established a Defined Contribution Pension Plan and Trust effective March 1, 1987, in addition to and supplemental to the Pension plan described in this Section. (See side letter for contribution requirements).

(k) **USE OF CONTRIBUTIONS:** The Employer contribution shall be for the sole purpose of providing the pension benefits and for the administration of said program. The Trustees are not authorized to use any of the contributions or Plan assets for benefit improvements or any other purpose except as specifically provided in Article 12 hereof.

(l) **OPERATIONAL PLAN RULES:** The Trustees are instructed to follow these operational plan rules, and the Plan shall be amended as necessary to implement such rules:

- a. Where an employer is contributing at a rate that is less than the maximum allowed contribution level and later increases their contribution rate (but only up to the maximum contribution rate accepted by the pension fund), such increase will only increase future benefit accrual rates. Benefits accrued prior to the date that employer increases their pension contribution rate will not be affected, and will remain at the level based on the earlier employer contribution level.

- b. The Board of Trustees will instruct the co-consultants to look at situations such as, but not limited to if an Employer attempts to decrease their contribution rate after a period of contribution suspension. Such review and approval shall include a consideration of whether the contribution rate is sufficient to support the benefits promised, as well as any subsidy or equity issues, all as may be identified by the Co-Consultants to the Fund.

(m) RE-EMPLOYMENT RULE: The bargaining parties agree to direct the Trustees to amend the Pension Plan rules for re-employment and the suspension of benefits to be consistent with the rules in effect during the 1997 collective bargaining agreement (i.e., 63 hour rule).

ARTICLE 14

FIELD ADMINISTRATION – TRUST FUNDS

The unions have determined that they are no longer willing to provide administrative functions, as distinguished from the usual and normal union services, at union expense to persons covered by the terms of the various benefit plans provided for by the Collective Bargaining Agreement. It is agreed that the portion of these functions determined to be Trust Fund functions, are properly chargeable to the Trust Funds under which said plans are established and maintained.

All expenses of the sub-administrative offices shall be paid for by the respective funds according to the formula established by the parties pursuant to the 1974 Joint Study.

ARTICLE 15

FUNERAL LEAVE

Section (a) When a regular employee on the active payroll is absent from work for the purpose of arranging for or attending the funeral of a member of his or her immediate family, as defined below, the Employer shall pay him for eight (8) hours at his or her 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 or her absence on the first (1st) 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 or her relationship to the deceased, the date of the funeral, and the employee's actual attendance at such funeral.

For the purposes of this Article, a member of the immediate family means the employee's spouse, child, mother, father, sister, brother, step-mother, step-father, step-children, mother-in-law, father-in-law, grandparents, grandchildren and registered domestic partner.

Section (b) A thirty (30) day leave of absence without pay shall be allowed where necessary in order to care for necessary details resulting from the death of a member of his or her immediate family as herein above defined; provided, further, that all leaves of absence granted in this Agreement shall be considered as part of the continuous service with the Employer.

ARTICLE 16

GENERAL BENEFITS

(a) Where the Employer requires the employees to wear dress or uniform of any character, the Employer shall furnish such dress or uniform and provide for the laundry and upkeep thereof. 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.

(b) All grinding of tools and sharpening of saws shall be at the Employer's expense.

(c) Employees who are required by the Employer to use clothing or boots other than those provided for in Section (d) of this Article shall have such clothing or boots supplied by the Employer.

(d) Employees required to work in and out of cutting rooms or coolers shall be permitted to wear slacks, sweaters, or other suitable clothing to adequately protect them from cold and dampness.

(e) In each market which utilizes the "sage" sanitation system, protective wearing apparel will be provided by the Employer with the understanding that employees using said protective apparel shall be responsible for returning it to its proper place.

(f) The Employer agrees to comply with prevailing Federal and State regulations, including Family Medical Leave Act (FMLA), and Americans with Disabilities Act (ADA), and the equivalent State Acts and regulations.

(g) Paid absences from work, such as vacations, Holidays and sick leave, shall be considered as time worked for the purpose of this Agreement, but shall not be deemed as time worked for purposes of computing overtime, unless otherwise provided in this Agreement.

(h) Where the basis for amounts paid over the wage rates provided in Article 8 have been specifically set forth in writing to the employee, they may be discontinued when the reason for their payments ceases to exist and the employee has been so advised in writing with a copy to the Union.

(i) Where employees are required to work after dark, the Employer shall provide the use of a lighted parking area in the immediate vicinity of the store.

(j) 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 which provides less benefits than the terms of this Agreement.

(k) 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.

(l) An employee who wishes to be transferred to store locations nearer his or her home shall so notify the company, in writing, indicating the particular area and stores in question. When permanent vacancies arise in that store for which the employee is qualified, the Employer will give full consideration to transferring him or her before filling the vacancy. If his or her transfer takes him or her across Local Union jurisdictional lines, his or her seniority rights shall be as set forth in Article XVIII(f). Once a person has affected a transfer pursuant to this paragraph, future requests will not be honored for a two (2) year period.

(m) 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 Employer handbook, which is typically distributed to newly hired employees. These rules include, but are not limited to, dress code, attendance, conduct at work, employee purchases, insubordination, tobacco and alcohol sales, harassment and other similar rules as set forth in the Employers' handbook.

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, as they relate to this bargaining unit during the term of this Agreement.

ARTICLE 17

JURY DUTY

(a) An employee who is summoned and reports for jury duty shall receive the difference between jury pay and his or her regular daily rate of pay for each day for which he or she reported for jury duty and/or orientation on which he or she would normally have worked.

(b) In the event an employee is released from jury duty at any time prior to 12:00 noon, he or she shall return to work and shall be allowed a reasonable time to eat lunch and to return to the market; provided, however, a combination of the total hours spent on jury duty and working shall not exceed nine (9) hours, including time to return to the market and lunch period.

All work in excess of a combined total of eight (8) hours spent on jury time and work time in any one (1) day shall be paid for at the overtime rate of one and one-half (1½) times the employee's regular straight-time rate of pay.

(c) Time spent serving on a jury shall not be used in computing overtime.

(d) 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 or her day off.

ARTICLE 18

SENIORITY

(a) Where merit and ability are approximately equal, seniority shall be recognized and Journeymen promoted, provided they meet qualifications fitting them for such positions. The Employer hereby agrees that when promotions are in order or higher rated jobs come open, those already employed by said Employer shall be given preference and fair trial period shall be given without jeopardizing the employee's former rating.

Where an employee who has been promoted is unable to perform the duties of the higher classification or he shall have the right to be demoted to his former or equivalent position without loss of seniority, and his right to such employment shall not be jeopardized by reason of such demotion. However, regardless of any self-demotion permitted under the foregoing, the Employer may impose disciplinary action for conduct preceding an employee's decision to self-demote or continue previous progressive discipline subsequent to demotion consistent with Article II E(b) of the Agreement.

Employee self-demotion is permitted as outlined above and the Employer will accommodate an employee self-demotion request within ninety (90) days of such request. If there are circumstances that do not allow this to be accomplished within ninety (90) days, the Employer will advise the employee and the Union of such reasons and their plans to complete the transition as soon as reasonably practical. The parties understand and agree that completing any self-demotion is contingent on the availability of a person to fill the vacant position.

(b) There shall be a sixty (60) day probationary period for all new employees, during which time they may be discharged for any reason. Following completion of such period, the employee shall become a regular employee for all purposes under this Agreement and his or her seniority shall date from the first day of employment.

(c) Seniority shall be by classification listed as follows:

1. Head Meat Cutter
2. Journeyman Meat Cutter and Apprentice Meat Cutter
3. Butcher Block Lead
4. Meat and Seafood Clerks
5. Clean Up

For the purposes of layoff and recall, Journeyman Meat Cutter and Apprentice Meat Cutter shall be considered as one (1) classification.

(d) Seniority shall be based upon continuous service with the Employer but no employee shall suffer loss of seniority unless he or she:

1. Is discharged for cause;
2. Resigns or voluntarily quits;

3. Is absent from work for six (6) consecutive months due to layoff;
4. Is absent from work for more than thirty (30) days due to death in the immediate family as provided in Article 15 (b) Funeral Leave.
5. Fails to return to work upon completion of a leave of absence as defined in Article 19 Leaves of Absence.
6. Fails to report for work when recalled as provided in Section (e) and (h) set forth below.

When personal leaves are granted by the Employer, the employee shall be given written notice thereof specifying the extent of such leave.

(e) In the reduction of the number of employees due to lack of work, the least senior employee in the classification shall be the first to be laid off and, in recalling, the most senior employee laid off in the classification shall be the first recalled until the list of employees previously laid off has been exhausted.

Employees who are laid off due to lack of work shall have seniority rights in recalling for extra and/or steady jobs subsequently available with the Employer prior to the hiring of new employees. Such employees shall be notified by telephone, or if not reached by telephone, then by telegram or certified mail, a copy of which shall be sent to the Union.

(f) With respect to layoffs, recall and promotions, seniority shall be based upon the length of the service with the Employer in the area covered by this Agreement; provided, where an employee is transferred by the Employer to such area from another area, the transferred employee shall retain all seniority rights with the Employer but shall not be entitled to exercise such rights with respect to layoff, recall or promotion until the expiration of six (6) months after the date of transfer, at which time his or her seniority shall be based upon the first (1st) day of employment by the Employer, regardless of area. However, during such period of six (6) months the transferred employee shall accrue seniority rights in the new area from the date of transfer and shall retain all seniority rights with respect to layoff, recall and promotion in the area from which he or she was transferred.

Transfers from one seniority area to another seniority area shall not be compulsory nor shall any employee be disciplined or otherwise discriminated against for refusing to accept such a transfer. Within an individual seniority area the Employer agrees that they will not arbitrarily or capriciously transfer employees.

The area referred to above are spelled out in Article I - Jurisdiction.

(g) When an employee is recalled after layoff, he or she shall have three (3) days to report after receipt of notice of such recall.

(h) Employees assigned to regular relief work may, after six (6) months on such work, request the Employer in writing to be assigned to work in one (1) store. The rescheduling of such relief work shall be done within thirty (30) days and be based upon inverse seniority. This provision shall not apply to temporary relief work required as a result of illness, injury, vacation or other like temporary relief work.

(i) In the rescheduling of predetermined short workweek as provided in Article III, Section (a) of this Agreement, the assignments shall be made on the basis of seniority within the appropriate supervisorial district in the area covered by this Agreement.

(j) The Employer agrees to provide a seniority list of employees in January and July of each calendar year. Such list shall be by seniority list by alphabetical last name, listing the employee's date of hire, Social Security number for new hires only, Employer identification number work location, classification, current rate of pay, and indicate if they are part-time or full-time. Upon request by the Union, the employer will provide a legend of company job titles and what classification they fall within the collective bargaining agreement. The list may be posted by the Union on a semi-annual basis in the stores break rooms.

(k) The Union will cooperate with the Employer in the scheduling of employees for temporary part-time or relief work outside the geographical jurisdiction of this Agreement. However, no employee shall be discriminated against for refusal to accept such assignment.

(l) Part-time employees with prior experience with the company will be given due consideration in the selection of applicants for permanent full-time vacancies.

(m) All permanent job vacancies, except Clean-up Workers and Meat Clerks, shall be posted for a period of five (5) days.

ARTICLE 19

LEAVES OF ABSENCE

(a) Leaves of Absences shall be granted as follows:

1. **SICKNESS AND NON-INDUSTRIAL INJURIES:** Up to twelve (12) months after one year's employment.
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 of seniority at the time said leave of absence commences.

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

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

(b) 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 the same classification held immediately prior to such leave of absence.

ARTICLE 20

GRIEVANCE AND ARBITRATION

A. GRIEVANCE DEFINED

(a) 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.

(b) 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.

(c) 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.

B. GRIEVANCE RESOLUTION PROCESS

(a) 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.

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 day time 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.

(d) 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.

C. DISCIPLINARY ARBITRATIONS

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

(b) 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 the 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.

(c) 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.

(d) 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.

(e) If an Arbitrator has been selected but no arbitration date has been selected, 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 arbitration.

(f) 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.

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

D. INTERPRETATION OR APPLICATION DISPUTES

(a) 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.

(b) Contractual interpretations 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.

(c) 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.

(d) 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.

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

(f) 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.

E. WAGE CLAIMS

(a) 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 effect such a settlement.

(b) 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 one (1) year from the date the grievance was filed in writing.

ARTICLE 21

UNION AFFAIRS

(a) Duly authorized representatives of the Union shall be permitted to visit the various places of business of the Employer for the purpose of observing working conditions and to see that this Agreement is being fully carried out.

(b) No employee shall be discriminated against for membership in or legal activity on behalf of the Union.

(c) The Union Shop Card is the property of the United Food and Commercial Workers, CLC and is loaned for display to the Employer who signs and abides by this Agreement. The Union Shop Card can and may be removed from any market by Union officials for any violation of this agreement. The Union Shop Card shall be displayed prominently and visible to the public.

(d) Notwithstanding any other provisions of this Agreement to the contrary, it shall not be a violation of this Agreement for any person covered by this Agreement to refuse to cross any lawful primary picket line or to refuse to work behind any lawful primary picket line; and such refusal shall not constitute grounds for or cause for discharge, layoff, demotion, suspension, or any other disciplinary action.

(e) Upon written request of the Union, employees shall be allowed time off without pay for the purpose of attending Agreement negotiations, adjustment or arbitration Board hearings, or for other bona fide Union business. In all such instances, the Employer shall be notified not less than three (3) days 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.

(f) The Employer agrees to schedule any employee who is an officer, or representative of the Union in any capacity of the Union, hours of work that will permit him to attend the meetings of the Union, provided that it does not exceed one (1) employee per store or two (2) meetings per year. The Employer further agrees that these representatives will not suffer any loss in their normal scheduled hours in the week that they attend said union meetings. It being understood, that in doing so, the Employer shall not be placed in a position of violating the Contract or having to pay any penalty for improper scheduling. The Union agrees that it will give the Employer seven (7) days advance notice of the date and time of the meeting referred to above. This provision shall also apply to new members who are required to attend meetings for the purpose of completing their obligations as members of the Union.

Employees shall be allowed time off without pay for the purposes of attending Agreement negotiations, adjustment or arbitration board hearings or for Union Executive Board meetings. In all such instances, the Employer shall be notified no less than three (3) days 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.

(g) The Employer recognizes the right of the Union to appoint Shop Stewards. The Employer agrees to schedule up to three Shop Stewards, based on store size and volume, designated by the Union, a 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, to attend an annual education meeting. The parties agree that such time shall not be considered time worked for purposes of overtime, benefit contributions or other incidents of "time worked." The union must give the employer two (2) weeks advanced notice of said meeting.

(h) Special Project Union Representative SPUR: The Union may select any employee(s) to be a SPUR. By mutual agreement, the selected employee(s) may serve as a SPUR for an initial period of up to six (6) months. Such leaves shall be requested and granted in writing. In the event the employee wishes to return to work prior to the scheduled end of the leave, the employer will be provided with at least two (2) weeks prior written notice. During the service period as a SPUR, the employee(s) will be considered to be on an approved personal leave of absence. After the service period ends, the employee(s), will be returned to his or her job or a comparable position with no loss of seniority. He or she will not, however, be credited any hours with the Employer toward advancement in the wage scale. He or she will be returned to the same wage as he or she made before becoming a SPUR and will be entitled to whatever benefits may be due under the terms of the documents and rules governing the applicable health and welfare and pension trusts.

All wages, benefits and the like during the service period will be the responsibility and sole obligation of the Union. The Employer will have no obligation for wages, benefits or the like during the service period. Additionally, the Union will provide workers compensation coverage for the SPUR and comply with all Federal, State and Local laws applicable to the employment of the SPUR.

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.

(i)

1. 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.
2. 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.
3. The Union shall indemnify and hold the Employer harmless from any and all actions resulting from the implementation of this provision. However, mistakes by the Employer shall be immediately corrected by the Employer upon notification from the Union.

ARTICLE 22

WORKING CONDITIONS AND SAFETY

(a) Adequate "First Aid Equipment" shall be furnished and maintained in the shop, in a place readily and conveniently accessible to the employees.

All first aid kits shall be maintained so as to contain the following:

NO COTTON

- (1) 2 pkgs. of 2" compress bandages -- 4 per package.
- (2) 1 pkg. 4" compress bandage -- 1 per package.
- (3) 1 ammonia inhalants (10 tubes)
- (4) Tincture of Merthiolate 7 swabs, 10 pkgs.
- (5) 1 sterilized gauze 25 2 x 2 or equal.
- (6) 1 tube burn ointment.
- (7) 1 4" bandage scissors.
- (8) 1 - 3-1/2" tweezers.
- (9) 1 tourniquet.
- (10) 1 -- 1 oz. dropper bottle boric acid solution for eyes.
- (11) 1 roll adhesive tape 1/2" or 1".
- (12) First aid manual.

Industrial Kit basic content, add as necessary.

(b) A suitable floor covering shall be placed over any concrete or concrete substitute floor behind the meat counter.

(c) Working conditions which are injurious to the health or safety of the employees shall be directed to the attention of the Employer at which time the Employer shall immediately investigate the alleged condition, shall meet with representatives of the Union to discuss the alleged condition and shall immediately take the necessary steps and measures to correct such condition.

(d) Where Pasteur Ray Lamps are used, provision shall be made to turn them off while employees are working the lighted areas of the lamps.

(e) Employees who are assigned to continuous work in freezers will not be required to remain therein more than fifty (50) minutes out of each hour.

(f) Employees will be provided with appropriate safety training and/or necessary personal protective equipment when assigned to cleaning duties where such training or equipment is required by Federal and/or State Law.

ARTICLE 23

SEPARABILITY

The provisions of this Agreement are deemed to be separable to the extent that if and when a court of last resort adjudges any provision of this Agreement in its application between the Union and the undersigned Employer to be in conflict with any law, such decision shall not affect the validity of the remaining provisions of this Agreement, but such remaining provisions shall continue in full force and effect, provided further, that in the event any provision or provisions are so declared to be in conflict with a law, both parties shall meet within thirty (30) days for the purpose of renegotiation and agreement on provision or provisions so invalidated.

ARTICLE 24

NEW METHODS

It is agreed that should the Employer intend to initiate a major change in method of operation which is not presently in the industry within the area of operation covered by the affected Union that would result in a substantial change in the content of any job presently covered by this Agreement, the Employer shall give notice of the nature of such suggested new method to the affected Union, following which, the matter of job classifications, wages and/or other conditions and/or the disposition of employees potentially to be displaced shall then become a matter of negotiation with said affected Union for a period of forty-five (45) days.

Pending negotiations by the parties during the above-mentioned forty-five (45) day period, no change of operations as above set forth shall be placed into effect.

In the event the parties have not arrived at agreement within the above forty-five (45) day period, the Employer may elect to place such changed method of operation, as above defined, into effect, and all unresolved issues in regard to job classifications, wages, working conditions, and/or the disposition of displaced employees shall be submitted to final and binding arbitration in accordance with Article 20, Grievance and Arbitration.

The remedy, if any, shall be effective with the date of the arbitrator's award.

Any Company that seeks to introduce "case ready" cuts of meat must notify the Union(s) in advance of a change in the method of operations and proceed in accordance with this Article of the Collective Bargaining Agreement.

ARTICLE 25

KOSHER MARKETS

All meat markets, except Kosher meat markets, as defined herein, shall observe the operating hours as set forth in this Agreement. Kosher markets are defined as being those markets which strictly observe the Jewish religious laws, being closed at Sundown on Fridays, selling only such meats as are permitted under the Orthodox Jewish Laws. Any so-called Kosher market selling non-Kosher meats must conform to the hours established for the retail meat markets under this Agreement.

All Kosher meat markets must conform to all wages and hours and working conditions set forth in this Agreement, except as specifically provided for in this Article. No work is to be performed on Saturdays.

ARTICLE 26

TRANSFER OF OWNERSHIP

(a) In the event of a change of ownership of the operation, whether it be voluntary, involuntary, or by operation by law, the Employer shall immediately pay off all obligations, including accumulated wages, pro rata of earned vacation, sick and accident benefits, accumulated prior to the date of the change of ownership.

(b) If any Owner or Employer hereunder sells, leases or transfers its business or any part thereof, whether voluntary, involuntary, or by operation of law, it shall be the owner's or Employer's obligation to advise the successor, lessee or transferee of the existence of this Agreement and such successor, lessee or transferee shall be bound fully by the terms of this Agreement and shall be obligated to pay the wages, vacations, sick and accident benefits and comply with all other conditions of this Agreement in effect at the time of the sale, lease or transfer, and in the event the seller or transferor fails to pay its obligations hereunder, shall assume all obligations of this Agreement in the place and stead of the Employer signatory thereto the same as if the successor, lessee or transferee had been the Owner or Employer from the beginning. Before completion of any such transfer, the Employer shall give written notice to the buyer of the existence of this Agreement, furnishing the Buyer with a copy of this Agreement and call the Buyer's attention particularly to this Section concerning Transfer of Ownership. The Employer shall, upon request, furnish evidence of compliance.

ARTICLE 27

ADDENDUM TO ADDRESS JOB SECURITY MATTERS IN CONNECTION WITH THE INTRODUCTION OF CASE READY MEATS SEPTEMBER 25, 2001

The parties recognize that the competition has been introducing prepackaged case-ready meat products for some time. The parties further recognize the importance of being able to effectively compete with these measures while at the same time addressing the job security concerns of potentially impacted meat employees.

Although the contract recognized the right of the Employer to introduce case ready meats as provided in Article 24 of the Agreement, the parties recognize that an Employer may not wish to comply with all the provisions of that section before introducing case ready meats. Accordingly, without waiving any Employer rights to introduce case ready meats and any Union rights to challenge such introduction as provided in Article 24 of the Agreement, the parties agree as follows:

Notwithstanding anything contained in the Meat Agreement to the contrary, pursuant to this Addendum, the Employer shall not be restricted in, or prohibited from, obtaining and offering for sale, fresh, smoked, cured, cooked and frozen meats, poultry, fish or seafood which have been cut, prepared, processed, packaged, weighed, and/or priced off the Employer's premises and it is expressly understood and agreed that such shall not constitute a violation of this Agreement.

Should the Employer wish to utilize this Addendum, the Employer shall notify the affected Unions in writing by certified mail thirty (30) days in advance of its intention to introduce additional product and the effective date of when case ready meats will be introduced in the stores. In utilizing this Addendum, the Employer agrees that no head meat cutter, journeyman meat cutter, or apprentice meat cutter employed as of September 1, 2001, and assigned to one of the aforementioned classifications by the Employer shall be laid off, reclassified, or reduced in hours or full-time status. The Employer still maintains the right to discipline or discharge employees consistent with Article II.E of the Agreement. The Employer shall have the right to transfer and/or schedule head meat cutter, journeyman meat cutters, or apprentice meat cutters by seniority to the extent provided for in the contract in more than one (1) store within the geographical seniority area for the local union and/or adjacent geographical seniority area(s) for the local union as may be necessary to fulfill this obligation, except that the Employer shall not schedule such employee for split shifts. The Employer shall be obligated to provide a minimum of eight (8) hours per calendar day when such head meat cutter, journeyman meat cutter, or apprentice meat cutter is scheduled to work in each store. The meat shop manning requirements, specifically Art. 1 (a)(1), Art. 3 (e), Art. 3 (l), (m) and (n) will be suspended given these job securities in the event the Employer utilizes this Addendum.

The Employer shall continue to have the right to layoff meat employees other than head meat cutters, journeyman meat cutters, or apprentice meat cutters in accordance with the provisions of this Agreement, provided that the layoff of any butcher block, meat clerk or meat clean up clerk assigned to such classification on or before September 1, 2001, is for reasons other than the Employer's utilization of the products set forth above. The Employer agrees it will demonstrate that said layoff was for unrelated reasons. It is understood and agreed that in meeting the job guarantees contained herein, the Employer shall have the right to assign any higher classified employee to perform work in a lower classification.

In the event of a store closure, resulting in the layoff of any head meat cutter, journeyman meat cutter, apprentice meatcutter meat clerk, or butcher block such affected employee shall be permitted to exercise this seniority to displace the least senior meat cutter or meat clerk in the involved bargaining unit's seniority area as provided for herein, or, at the affected employee's discretion, the least senior meat cutter or meat clerk affected in the local union's jurisdiction. Such least senior meat cutter or meat clerk affected by the exercise of the most senior meat cutter's or meat clerk's seniority shall be laid-off. It is understood that in applying this provision meat cutters may only displace meat cutters and meat clerks may only displace meat clerks.

If the Employer decides to phase out its case ready meat programs across its Northern California stores and thereby reduces its use of case ready meat products to or below the level existing at the time this Addendum was invoked, then the meat shop manning requirements set forth in paragraph four (4) above shall be reinstated and the job security provisions contained herein shall be extinguished immediately. The level of case ready meat products at the time of invocation shall be measured based on the average gross tonnage per store of case ready meat product for the Employer's Northern California stores. On the date of invocation of this addendum, the Employer shall supply each local union with the average gross tonnage per store of case ready meat product amongst its Northern California stores. To assist the Unions in administering this provision, upon written request by the union on or about January 15th annually, the Employer's sole obligation shall be to supply each local union with the average gross tonnage per store of case ready meat amongst its Northern California stores by March 1st each year thereafter.

EXTENSION AND SCOPE

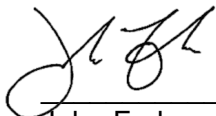
(a) This Agreement shall be binding upon the heirs, executors, and administrators and assigns of the parties hereto.

(b) This Agreement shall remain in full force and effect from the tenth (10th) day of October 2021 to and including the twelfth (12th) day of April 2025 and shall be automatically renewed from year to year thereafter unless either party at least sixty (60) days prior to April 12, 2025 shall notify the other party in writing of its intention and desire to change, modify, or terminate this Agreement.


(c) In the event the Agreement is reopened pursuant to the provisions hereof and no Agreement is reached within sixty (60) days of such reopening, then nothing herein contained shall be construed to prevent the Union from taking strike action or other economic action desired by it, nor the Employer the right to lockout.

**FOR THE UNION:
UFCW LOCAL 5,**

**FOR THE EMPLOYER:
SAFEWAY STORES INC.,**

 1/31/2024

John Frahm Date

 1/31/2024

Penny Schumacher Date

Type text here

EXHIBIT A
BEEF

BEEF CARCASS AND PRIMAL CUTS PLUS FOLLOWING BREAKDOWN:

FOREQUARTER

Blade Chuck
Full Standing Rib, Chine bone
off (7 inches)
Full Standing Rib, boneless
Whole Fore Shank
English Short ribs
Shoulder Clod
Short rib
Brisket, Boneless
Plate*
Blade Chuck
Blade, Chuck, neck on, Boneless
Blade Chuck, neck off
Chuck Rolls
Skirt Steak
Neck (bone in or Boneless)
Fore Shank, Squared
Regular Chuck
Arm Chuck
Shin and Shoulder
Ground Meat
Boneless Meat, Normal Trim,
which would include
Flap Meat, Bull Meat,
Cow Meat
Rib Eyes
Boneless Rib Eye
Beef Back Ribs
Boneless Chuck - unnetted or netted
Cross Rib Roast - unnetted or netted
Stew Beef
Beef Chuck, Stack Pac
Beef Ribs, Stack Pac

HINDQUARTER

Semi-Boneless Round
(Aitch and Shank Bone removed)
Sirloin Tip, Boneless
Boneless Head Loin
Short Loin
Full Round (Shank off)
Top Round
Bottom Round
Head Loin, Bone in
Flank Meat
Flank Steaks
Shank, Bone in, Boneless
Top Sirloin
Filet
New York
New York Strips
Boneless Meat, Normal Trim
which would include Flank Meat,
Heel and Trimmings
Boneless Round
Whole Sirloin Tips
unnetted or netted
Tenderloins
Short Loin, Stack Pac

*Not vacuum packed

Offal: All beef, pork, lamb, and veal, eatable internal organs, such as liver, heart, tongue, kidney, tripe.

Sausages: Include fresh, smoked or frozen beef, pork, veal and poultry sausages.

VEAL, LAMB AND PORK

Carcasses, primal cuts and all standard wholesale cuts

October 31, 1985

LETTER OF UNDERSTANDING

Mr. David R. Cox
Vice President
Food Employers Council, Inc.
P.O. Box 1298
Lafayette, CA 94549

RE: ARTICLE II D. DISCHARGE

Dear Mr. Cox:

This confirms the representation made in collective bargaining, that in interpreting the above section, it is agreed that the enumerated causes to discharge without a written warning are not all inclusive.

Very truly yours,



Walter Bachemin
Spokesman on behalf of
UFCW Meat Cutter Locals 115
(including formerly 352), 120,
498, 506 and 532

jc

**Letter of Understanding
Between
UFCW Locals 5, 8 and 101
and
Safeway, Inc.**


Re: Meat Extras

A Meat Extra Employee will be considered an ongoing employee of the Company. After being initially set up in the Company's computer system, such an employee need not complete an application for employment, an I-9 form, or other pre-hire paperwork prior to being scheduled to work thereafter at a different store of the Employer. Such an employee will be issued and may retain until termination an employee identification card which must be used for the purpose of clocking in and out of a store's payroll computer in the same manner as other regular employees. Such an employee shall be entitled to the benefits in the Agreement for Extra Employees and shall not accumulate seniority except as provided in the Collective Bargaining Agreement. An employee's status as an ongoing employee shall be considered to be terminated only upon the employee's inclusion in the list of employees who are not to be dispatched, the provision of written notice by the Company to the employee of the employee's termination of employment, or the employee's provision of written notice of resignation to the Company's Human Resources department.

Meat Extras shall be paid on the same schedule as all other employees of the Company and their regular weekly check will be sent to their home store for pick-up unless the employee has signed up for direct deposit. At the request of the employee, the Company agrees it will allow the employee to change their home store designation so that the employee can pick up their check at a more convenient location. In the event the employee does not receive their weekly paycheck on the next normal payday, it shall then be the employee's obligation to immediately notify both their home Store Manager and the Union. If the employee has properly recorded their work time at the store, upon notification from the Union that the employee did not receive their normal weekly paycheck, the Company shall then issue the employee's paycheck within three (3) business days of receipt of notification from the Union.

After one year, either Party shall have the right to cancel this Letter of Understanding. In such event, the language in the Parties' 2004-2007 Collective Bargaining Agreement shall apply.


Frank Jorgensen, Safeway, Inc.


Ron Lind, UFCW Local 5

LETTER OF UNDERSTANDING

between

UFCW LOCALS 101, 120, 428, 648, 870 and 1288

and

LUCKY STORES INC. and SAFEWAY STORES INC.

September 7, 1997 through September 1, 2001

The employers agree that Section 17.1 of the Collective Bargaining Agreement does not prevent the union from assisting the employees covered by the agreement from filing any state or federal lawsuit which is designed to enforce any state or federal employee protection law or laws. Further, the employers agree that the union can be party to such lawsuits. The employers further agree that Section 17.1 of the agreement does not prevent the employees covered by the agreement from personally boycotting and/or handbilling the employer.

FOR THE UNION LOCALS:

Ronald C. Hall
Ronald C. Hall, UFCW Local 101

Timothy S. Hamann
Timothy S. Hamann, UFCW Local 120

Dennis B. Kimber
Dennis B. Kimber, UFCW Local 428

Joseph P. Sharpe
Joseph P. Sharpe, UFCW Local 648

Richard Benson
Richard Benson, UFCW Local 870

Don Hunsucker
Don Hunsucker, UFCW Local 1288

9-18-97
Date

dercontagra

FOR EMPLOYERS:

Frasier J. (Hank) Rensick
Lucky Stores Inc.

9-18-97
Date

Kenneth W. Oden
Safeway Stores Inc.

9-18-97
Date

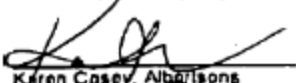
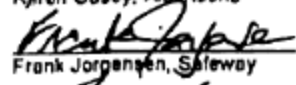

**Side Letter Between
UFCW Locals 101, 120, 373R, 428, 648, 839, 870 and 1179
and Safeway, Albertsons and Ralphs Grocery Company**


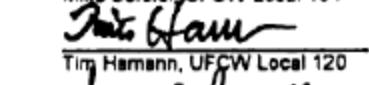
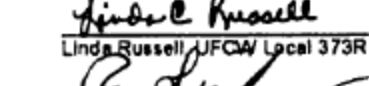
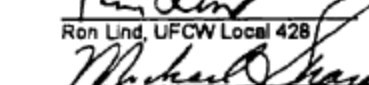
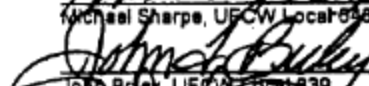
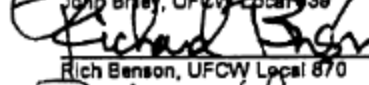

Section 5.8 - There is an understanding between the parties that the Unions may put up bulletin boards in the stores so long as it comports with Albertsons Letter of Understanding with Local 839 and that the materials posted on these bulletin boards are consistent with Section 5.8 of Local 428's contract regarding official union notices. The Companies have the sole discretion to determine whether any such materials are "detrimental" to the company's interest.

Section 5.19 - The Union may select any employee(s) to be a SPUR. By mutual agreement, the selected employee(s) may serve as a SPUR for an initial period of up to six (6) months. Such leaves shall be requested and granted in writing. In the event the employee wishes to return to work prior to the scheduled end of the leave, the employer will be provided with at least two (2) weeks prior written notice. During the service period as a SPUR, the employee(s) will be considered to be on an approved personal leave of absence. After the service period ends, the employee(s) will be returned to his or her job or a comparable position with no loss of seniority. He or she will not, however, be credited any hours with the Employer toward advancement in the wage scale. He or she will be returned to the same wage as he or she made before becoming a SPUR and will be entitled to whatever benefits may be due under the terms of the documents and rules governing the applicable health and welfare and pension trusts.

All wages, benefits and the like during the service period will be the responsibility and sole obligation of the Union. The Employer will have no obligation for wages, benefits or the like during the service period. Additionally the Union will provide workers compensation coverage for the SPUR and comply with all Federal, State and Local laws applicable to the employment of the SPUR.

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.


Karen Casey, Albertsons

Frank Jorgensen, Safeway

Bruce Wright, Ralphs Grocery Co.


Mike Borstel, UFCW Local 101

Tim Hamann, UFCW Local 120

Linda Russell, UFCW Local 373R

Ron Lind, UFCW Local 428

Michael Sharpe, UFCW Local 648

John Briel, UFCW Local 839

Rich Benson, UFCW Local 870

Barbara Carpenter, UFCW Local 1179

Letter of Understanding
Between
UFCW Local 5
And
Safeway Inc.
(Birthday, Anniversary and Floating Holidays)

As a result of discussions between Safeway and UFCW 5, the parties agree to the following clarification of personal holiday entitlements:

Under Section 10.1 (applicable to both the Food and Meat contract) the earning of the Birthday and Anniversary holiday, the contract language states “---in accordance with the observance procedures governing the Employee’s birthday holiday,---“ The parties agree this means that in order for an employee who is otherwise qualified to earn the Birthday or Anniversary holiday an employee must work a minimum of one day in the week the Birthday or Anniversary holiday falls or be on paid vacation during that week in order to be entitled to the holiday.

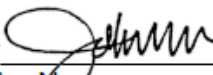
Under Section 10.1 (applicable to both the Food and Meat contract) regarding the Floating holiday, in order for an employee who is otherwise qualified to earn the Floating holiday an employee must work a minimum of one day on or after January 1st in order to be entitled to the holiday.

Under Section 10.5 (applicable to both the Food and Meat contract), the parties agree in order for an employee who is otherwise qualified to earn the 25 year floater on June 1 the employee must work at least one day in the 12 month period on or after June 1. The parties agree in order for an employee who is otherwise qualified to earn the second 25 year floater on October 1 must work at least one day in the 12 month period on or after October 1. If not taken, payout will be at the end of the following calendar year.

FOR THE EMPLOYER:
SAFEWAY INC.

FOR THE UNION:
UFCW LOCAL 5

By Renny Schumacher 4/10/23
Pennv Schumacher Date

By  04/11/23
John Nunes Date

Letter of Understanding
Between
UFCW Local 5
And
Safeway Inc.
(UFCW Benefits Trust Fund and LLC)

The parties as part of these negotiations agree to direct the Trustees of the Northern California UFCW Benefits Trust Fund and/or LLC Directors to implement the following;

Sick Leave Plan: Effective January 1, 2016 change Sick Leave Plan and to provide the following:

- An employee may accrue and use accrued paid sick days beginning on the 90th day of employment.
- An employee may request paid sick days in writing or verbally.
- An employee can take paid leave for employee's own or a family member for the diagnosis, care or treatment of an existing health condition or preventive care or specified purposes for an employee who is a victim of domestic violence, sexual assault or stalking.
- There shall be no reductions in existing sick leave benefits.
- Full details of the new sick leave plan to be developed in consultation with the Employer and Union Trust Fund Consultants and Attorneys no later than January 1, 2016.
- Local 5 and Safeway will enter into a LOU, as provided in the law, waiving the provisions of the Oakland sick leave law.

FOR THE EMPLOYER:
SAFEMAY INC.

By Benny Schumacher

Date 1/31/2024

FOR THE UNION:
UFCW LOCAL 5

By [Signature]

Date 1/31/2024

**Letter of Understanding
Between
UFCW Locals 5, 8 and 101
and
Safeway, Inc.**

Waiver of San Francisco Paid Sick Leave Ordinance: The Parties to this Collective Bargaining Agreement agree that to the fullest extent permitted, this agreement shall operate to waive any provisions of the San Francisco Paid Sick Leave Ordinance, San Francisco Administrative Code Section 12W, and shall supersede and be considered to have fulfilled all requirements of said Ordinance as presently written, and or amended during the life of this agreement.




Frank Jorgensen, Safeway, Inc.



Mike Borstel, UFCW Local 101



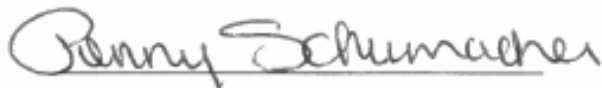
Carl Ramnitz, Safeway, Inc.



Michael Sharpe, UFCW Local 648

Letter of Understanding
Between
UFCW Local 5
And
Safeway, Inc.

Waiver of City of Oakland Paid Sick Leave Law: The parties to this Collective Bargaining Agreement hereby agree on behalf of all employee members working in the City of Oakland that the paid sick leave provisions of Oakland Measure FF, codified in City of Oakland Municipal Code Chapter 5.92, subsections 5.92.030 (Paid Sick Leave), regarding the accrual and use of paid sick leave, and 5.92.050 (Enforcement), regarding retaliation, retention of records, notice to employees, and private rights of action, are hereby waived to the fullest extent permitted by law and that the Collective Bargaining Agreement shall instead apply to these matters, including accrual and use of paid sick leave.



Penny Schumacher, Director Labor Relations
Safeway Inc.




John Nunes, President
UFCW Local 5

9-21-16
(Date)

9-20-2016
(Date)

**Letter of Understanding
Between
UFCW Local 5
And
Safeway, Inc**

Waiver of San Jose Opportunity to Work Ordinance: The Parties to this Collective Bargaining Agreement intend and agree that each and all of the provisions set forth in the City of San Jose's Opportunity to Work Measure E, Chapter 4.101 of the City of San Jose Municipal Code, are hereby waived with respect to all employees covered in this Agreement. Either party may cancel this Letter of Understanding with no less than a sixty day advance notice.


Penny Schumacher, Safeway Inc.


John Nunes, UFCW Local 5

Date: 3-9-17

Date: 03-9-17

MEAT SENIORITY – FLOAT ASSIGNMENTS

The Employee shall have the right to assign the junior floater or relief journey person meat cutter (one and the same thing) to any store within the area of the Local Union. That Junior floater may be a floater by choice or by seniority if no one volunteers to be a floater or relief journey person meat cutter.

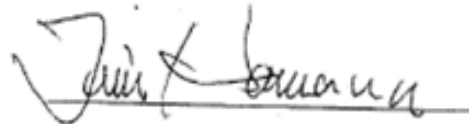
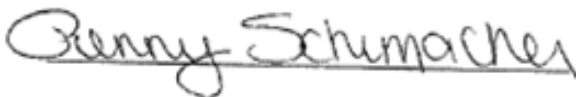
The Employer shall not require any journey person meatcutter to be a floater or relief journey person meatcutter unless that person is the least senior journey person meatcutter within the jurisdiction of the local union.

If any journey person meatcutter is reduce in hours in a store, that journey person meatcutter may be assigned relief hours or floating to reach 40 hours. If the journey person meatcutter is reduce 40 hours in a permanently assigned store, the journey person meatcutter may exercise his/her seniority to obtain a regular 40 hours position of the least senior regular journey person meatcutter in the jurisdiction of the local or may elect to be a floater all occurring at the first loss of the full 40 hours.

This agreement applies to the journey person meatcutter classification. The parties reserve the issue with the respect to other classifications

Safeway Inc.

UFCW Local 120



Dated February 14, 2006

MEMORANDUM OF UNDERSTANDING
BETWEEN
LETTER OF UNDERSTANDING
BETWEEN
UNITED FOOD & COMMERCIAL WORKERS UNION LOCAL 5
AND
SAFEWAY
(INDIVIDUAL ACCOUNT PLAN)

This Agreement is entered into by and between United Food & Commercial Workers Union Local 5, hereinafter referred to as the Union, and Safeway Inc., hereinafter referred to as the Employer.


The Trustees established a Defined Contribution Pension Plan and Trust effective March 1, 1987, in addition to and supplemental to the Pension Plan.

Starting with hours worked in May 2020 the month following ratification (4/10/2020). the Employer shall begin or resume contributions to the Defined Contribution Pension Plan at a rate of \$.05 per hour for the first year of active participation and \$.10 per hour thereafter with the exception of Courtesy Clerks who qualify for participation after twelve (12) months of employment.

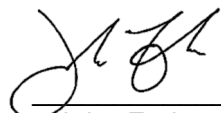
Effective August 1, 2021, contributions will increase to \$.10 per hour for the first year of active participation and \$.20 per hour thereafter on all employees with the exception of Courtesy Clerks who qualify for participation after twelve (12) months of employment.

FOR THE EMPLOYER;
SAFEWAY INC.

FOR THE UNION;
UFCW 5



Penny Schumacher Date 1/31/2024



John Frahm Date 1/31/2024


**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED FOOD & COMMERCIAL WORKERS LOCAL 5
AND
SAFEWAY INC.
MINIMUM WAGE LAWS**

- a. **California State Minimum Wage:** Effective January 3, 2016, no wage classification above Courtesy Clerk shall be less than twenty cents (\$.20) per hour, above the then current California State minimum wage, ten cents (\$.10) for Courtesy Clerks. In addition, effective January 5, 2020, each rate in the progression, will be at least twenty cents (\$.20) per hour higher than the previous rate in the progression schedule, ten cents (\$.10) for Courtesy Clerks.”

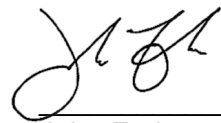
- b. **California municipal minimum wage ordinances:** Unless specifically waived by the Parties, no wage classification applicable to a municipality covered by this Agreement shall be less than the then current municipal minimum wage ordinance. In addition, effective January 3, 2016, except for Courtesy Clerks, each rate in the progression applicable to that municipality will be at least be ten cents (\$.10) per hour higher than the previous rate in the progression schedule. In the event any municipal minimum wage increases to a point where the application of this section would eliminate some progression steps, the progression hours of those step(s) will be combined into one step so that the total progression hours are neither increased nor decreased as a result of the application of this LOU.

- c. Notwithstanding the above, for any increases in either State or Municipal minimum wage rates on or after January 1, 2020, the parties agree to meet and discuss possible adjustments to the hours of each step in the progressions and/or the number of steps in each progression, for the purpose of maintaining the integrity of the progressions and maintaining reasonable steps for each progression step, while still ensuring that the total progression hours are neither increased nor decreased as a result of the application of this LOU. In the event the parties cannot agree, items a and b, above shall continue to apply.

**FOR THE EMPLOYER:
SAFEWAY INC.**


Penny Schumacher Date 1/31/2024

**FOR THE UNION:
UFCW LOCAL 5**

 1/31/2024

John Frahm Date

MEMORANDUM OF UNDERSTANDING

The Company will not discharge an employee or in any manner discriminate, retaliate, or take any adverse action against an employee because the employee updates or attempts to update his or her personal information based on a lawful change of name, social security number, or federal authorization documents in accordance with California Labor Code § 1024.6. The Company's compliance with this section shall not serve as the basis for a claim of discrimination, including any disparate treatment claim under law or the applicable collective bargaining agreement. The Company and Union agree that the Company's compliance with this Memorandum of Understanding and Labor Code § 1024.6 by allowing an employee to update his or her personal information will not be used as evidence, nor will it be precedential in any way, in any non-immigration-related disciplinary matter.

In most circumstances, the Company will allow an employee to update his or her personal information noted above without an investigation. The Company reserves its discretion, however, to conduct an investigation as needed to ensure compliance with federal immigration law.

An employee who updates his or her personal information will be required to complete and submit a new I-9 to ensure the Company has accurate information. Nothing in this MOU is intended to alter the Company's rights and obligations to comply with federal immigration laws which require an employee to be authorized to work in the United States.

This MOU covers employees who come forward to update or attempt to update their personal information based on a lawful change of name, social security number, or federal authorization document. It does not cover instances or investigations of employees based on credible third-party reports received before any attempt to update such personal information, that an employee is not legally authorized to work. In those circumstances, the Company will investigate and take action, if any, based on the circumstances.

The Union may challenge, under the terms of the collective bargaining agreement, the credibility of a third-party report or the action taken, if any, after any investigation arising from an update or attempt to update personal information under this agreement.

The Company and the Union acknowledge that this MOU arises out of legal requirements set forth in California Labor Code § 1024.6. In the event of a change in the law, through legislation or judicial decision, the Parties agree to meet and confer to implement changes required or permitted based on such legal development.

To effectuate this agreement, the Company and the Union will produce and distribute joint communications informing employees of the processes agreed to and the appropriate steps to take if an employee wants to update personal information.

Dated: March 20, 2015

SAFEWAY INC.

By: 
Its: VP Labor Relations

Dated: _____, 2015

UNITED FOOD & COMMERCIAL
WORKERS UNION LOCAL 5

By: 
Its: ST

**LETTER OF AGREEMENT
BETWEEN
UFCW LOCAL 5
AND
SAFEWAY
REGARDING
RESTITUTION/PROMISSORY NOTES WITH CURRENT EMPLOYEES**

This Agreement is entered into on a non-precedential basis by and between Safeway and UFCW Local 5, concerning restitution/promissory notes signed by Local 5 members outside the presence of the Union.

Effective with the signing of this Letter of Understanding, the parties agree that Safeway will release and discharge UFCW Local 5 members who signed promissory notes outside the presence of the Union between July 1, 2016 and the date this letter is signed by all parties from any claims or future obligations on account of the notes they signed. Safeway will have no obligation to repay any sums previously collected on these notes.

This settlement is the result of the Parties compromise and resolution of a dispute between them and is not an admission of wrongful conduct or liability by Safeway in any regard. Further, this Agreement shall not be construed in any way to be an admission by Safeway, or of its directors, officers, employees, principals, parent entity, affiliates, or insurers, that it violated any law or failed to fulfill any duty to UFCW Local 5 or its employees.

**FOR THE EMPLOYER:
SAFEWAY INC.**

By Frank Jorgensen
Frank Jorgensen, Safeway Inc.

Date 4/24/17

**FOR THE UNION:
UFCW Local 5**

By John Nunes
John Nunes, President, UFCW Local 5

Date 04-24-2017

**FOR THE EMPLOYER:
SAFEWAY INC.**

By Penny Schumacher
Penny Schumacher, Safeway Inc.

Date 04/24/2017

**FOR THE UNION:
UFCW Local 5**

By _____

Date _____

**LETTER OF AGREEMENT
BETWEEN
UFCW LOCAL 5
AND
SAFEWAY
REGARDING
RESTITUTION/PROMISSORY NOTES WITH CURRENT EMPLOYEES**

This Agreement is entered into by and between Safeway and UFCW Local 5, concerning the discussion and signing of restitution/promissory notes with current employees.

Effective with the signing of this Letter of Understanding, the Parties agree that Safeway will not ask current employees whether they will agree to repay Safeway for losses due to their admitted misconduct and to sign promissory notes, except in the presence of the Union. This Agreement shall not limit Safeway's right to ask about the nature, frequency and size of losses that current employees admit they have caused when they have not requested union representation during the meetings, nor Safeway's right to request agreements to repay/promissory notes from Local 5 members who have been notified of their terminations.

**FOR THE EMPLOYER:
SAFEWAY INC.**

By 
Frank Jorgensen, Safeway Inc.

Date 4/24/17

**FOR THE UNION:
UFCW Local 5**

By 
John Nunez, President, UFCW Local 5

Date 04-24-2017

**FOR THE EMPLOYER:
SAFEWAY INC.**

By 
Penny Schumacher, Safeway Inc.

Date 04/24/2017

**FOR THE UNION:
UFCW Local 5**

By _____

Date _____

**Letter of Understanding
Between
UFCW Local 5
And
Safeway Inc.
(Butcher Block Lead)**

THIS AGREEMENT is entered into by and between UNITED FOOD & COMMERCIAL WORKERS' UNION, LOCAL 5, hereinafter referred to as the Union, and SAFEWAY, hereinafter referred to as the Employer.

The Parties agree to the new classification of Butcher Block Lead, which will be a required position at store(s) where the following criteria outlined in #A and #B are met:

- A. The service counter area must contain both meat and fish product and must be aligned jointly, with a minimum of 20 feet of counter length, **AND**
- B. The store must have a minimum of four (4) meat clerks assigned.

Where the criteria outlined in #A and #B is met, or if the Employer utilizes the position when the criteria is not met, the following shall apply:

- 1.) Butcher Block Lead rate of pay will be \$0.40 above the contractual thereafter rate of pay of a meat clerk.
- 2.) The Parties agreed that the position of Butcher Block Lead will be a separate classification and as such will have separate seniority classification over meat/seafood clerks. Furthermore, the Parties agree that the Butcher Block Lead classification will be considered as part-time with a minimum hour guarantee of 24 hours consistent with Section 4.10.6 and 9.2.5 of the Collective Bargaining Agreement.
- 3.) With respect to daily or step up pay, the Parties agree that no requirement to pay step up pay occurs unless the classified Butcher Block Lead is absent from work for a continuous period of thirty (30) days or more. At 30 continuous days absence, there shall be an employee designated by the Employer to be in charge of the Butcher Block and paid at the Butcher Block Lead rate of pay, subject to the employee performing all of the essential functions of the job.
- 4.) Butcher Block Lead vacancies in stores meeting the above minimum criteria will be posted within geographical seniority area in accordance with section 4.3.2 of the Collective Bargaining Agreement.

The Parties agree it is at the sole discretion of the Employer if a Butcher Block position is utilized at a store location not meeting the criteria of A & B. Should the Employer utilize the Butcher Block when not meeting the criteria in A & B, the Company retains the right to eliminate the position without any claim by the Union.

In reaching this agreement, the Employer agrees that no current employee reflected as Seafood Manager as of the date of this agreement, will have their current rate of pay or full-time status reduced as a result of these negotiations while in the position of Seafood manager.

The Parties agree the Employer has the sole discretion to utilize the Seafood Manager position/role and no future grievances will be filed related to Seafood manager classification/requirement of the position. It is understood that the settlement agreement signed resolving the Seafood managers grievances will remain in full effect.

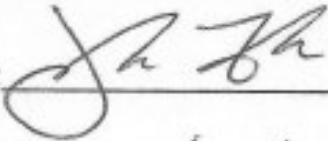
Butcher Block Lead classification criteria will not apply to the Andronico's banner of stores and the Company retains the sole discretion regarding the position within the Andronico Store Banner. The Parties further agree to bargain the effects in the event the Employer discontinues placement of fish products in the service counter area. The Butcher Block Lead classification implementation details to be agreed upon by the Parties will be under a separate document.

The Parties agree that this Agreement applies only to Safeway Banner stores and the Andronico banner and the use of Butcher Block Lead and/or Seafood Manager position remain the sole discretion of the Employer. Attached hereto is the list of stores the Parties have agreed to implement the Butcher Block Lead Classification. The list of stores includes six (6) grandfathered locations: stores #667, #308, #1196, #2887, #1757 & #2654 that do not meet the criteria in #A and #B, and as such do not require future vacancies to be filled in accordance with this agreement.

All other provisions of the Collective Bargaining Agreement shall remain in full force and effect. The Parties agree that this Letter of Understanding satisfies any legal or contractual bargaining duty about the Butcher Block Lead position.

UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL 5

By: _____



Date: _____

5/4/2021

SAFEWAY, INC.

By: _____



Date: _____

5/4/2021

Safeway Stores
Listed by Geographic.
covered by
Butcher Block Agreement

Store	Dist.	Geographic
2908	1	Humbolt, Del Norte
978	1	Lake, Sonoma
983	1	Lake, Sonoma
998	1	Lake, Sonoma
1434	1	Lake, Sonoma

Store	Dist.	Geographic
653	2	Marin

Store	Dist.	Geographic
304	3	San Francisco
867	3	San Francisco
785	3	San Francisco
995	3	San Francisco
1490	3	San Francisco
1507	3	San Francisco
1711	3	San Francisco
3031	3	San Francisco
3116	3	San Mateo

Store	Dist.	Geographic
908	4	Alameda
971	4	Alameda
2708	4	Alameda
2940	4	Alameda
3132	4	Alameda
3281	4	Alameda

Store	Dist.	Geographic
1108	6	San Jose
1196	6	San Jose
2814	6	San Jose
2887	6	San Jose
2948	6	San Jose
305	6	San Mateo
308	6	San Mateo
970	6	San Mateo
999	6	San Mateo
1138	6	San Mateo
1547	6	San Mateo
2719	6	San Mateo

Store	Dist.	Geographic
768	7	Alameda
1932	7	Alameda
1953	7	Alameda
929	7	San Jose
1879	7	San Jose
1990	7	San Jose
3095	7	San Jose

Store	Dist.	Geographic
1455	8	San Jose
1483	8	San Jose
1574	8	San Jose
3251	8	San Jose
1505	9	San Jose

Store	Dist.	Geographic
1757	9	San Jose
1929	9	San Jose
2654	9	San Jose
2840	9	San Jose
2841	9	San Jose

Grey denotes store that does not meet criteria and will not require continuation of Butcher block lead.

Letter of Understanding
Between
UFCW Local 101
and
Safeway Inc.

Re: Meat Extras

This letter is intended to clarify the procedures and requirements for Meat Extras and Extra Meat Clerks, hereafter referred collectively as Meat Extras, with respect to eligibility for dispatch to Safeway Inc. stores.

Meat Extras, to become eligible for dispatch must first apply and complete all pre-employment paperwork, including a drug screen prior to their initial dispatch. Upon successful completion of all pre-employment requirements the Company will place the Meat Extra on the approved list of Meat Extras who are eligible for dispatch to Safeway Inc. stores. Once on the dispatch list the Meat Extra will not be required to complete any further pre-employment processing when dispatched by the Union. The Company will provide the Meat Extra dispatch list to Local 101 who agrees to dispatch only those Meat Extras who are on the approved dispatch list. The Company will at all times be responsible for keeping the dispatch list current.

In the event a Meat Extra is either not dispatched and or does not work in a Safeway store during 180 days rolling time period that individual will be removed from the dispatch list. To once again become eligible for dispatch that individual must re-apply with Safeway Inc. and complete the pre-employment process described above.

The Company will supply the Union with employment contact information that can be given to potential applicants for Meat Extra dispatch.


On behalf of Safeway Inc.

8/11/10
Date

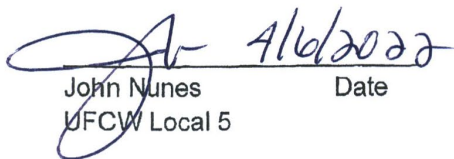

On behalf of UFCW Local 101

8/11/10
Date

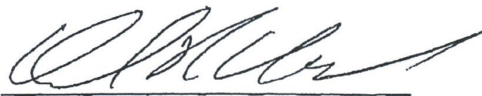
**SIDE LETTER
BETWEEN
UFCW LOCALS 5,8-GOLDEN STATE & 648
AND
SAFEWAY, Inc.**

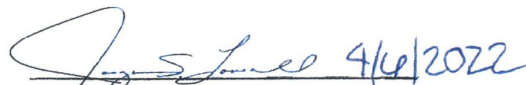
On or before May 1, 2022, the parties will request the Trustees amend the Pension Rehabilitation Plan to suspend the contribution increases of \$0.122 cents per hour scheduled for 2022, 2023, and 2024.

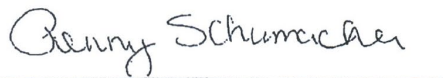
FOR THE UNIONS:

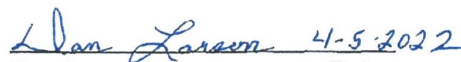

John Nunes Date
UFCW Local 5

FOR THE EMPLOYER:


Dan Dosenbach Date: April 5, 2022
Safeway, Inc.


Jacques Loveall Date
UFCW 8- Golden State


Penny Schumacher Date: April 5, 2022
Safeway, Inc.


Dan Larson Date
UFCW Local 648

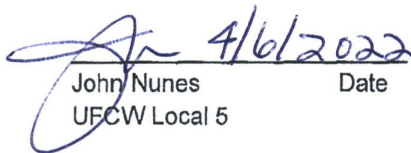
**SIDE LETTER
BETWEEN
UFCW LOCALS 5,8-GOLDEN STATE & 648
AND
SAFEWAY, Inc.**

ESTABLISHMENT OF LIFETIME INCOME SECURITY ACCRUAL FUND instructs the Trustees to establish a Total Trust Lifetime Income Security Fund (LISA).


The retirement benefit provided under LISA shall be designed as a variable defined benefit or other annuitized retirement benefit plan.

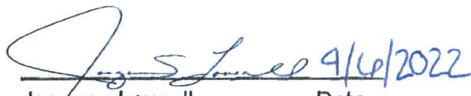
Minimum contributions in the amount of forty-five cents (\$0.45) per hour shall be made to the LISA on behalf of all employer's participants for all hours worked effective August 1, 2024.

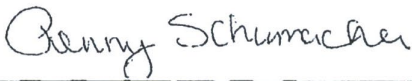
FOR THE UNIONS:

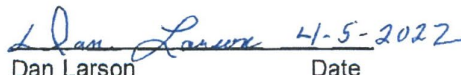
 4/6/2022
John Nunes Date
UFCW Local 5

FOR THE EMPLOYER:


Dan Dosenbach Date: April 5, 2022
Safeway, Inc.

 4/6/2022
Jacques Loveall Date
UFCW 8- Golden State


Penny Schumacher Date: April 5, 2022
Safeway, Inc.

 4-5-2022
Dan Larson Date
UFCW Local 648

LETTER OF AGREEMENT

BETWEEN
UFCW LOCAL 5

AND
SAFEWAY
REGARDING

ACQUISITION OF G&G MARKETS, SANTA ROSA and PETALUMA

THIS AGREEMENT entered by and between **SAFEWAY** and **UNITED FOOD & COMMERCIAL WORKERS UNION 5**, concerning the acquisition of G&G Markets, located at 1211 W. College, Santa Rosa, California and 701 Sonoma Mountain Parkway, Petaluma, California

1. The parties agree that UFCW Local 5 represents the employees at the above referenced stores in the established bargaining unit and said store locations will be covered under the terms and conditions of the existing meat collective bargaining agreement between Safeway and UFCW Local 5, effective April 30, 2017.

2. All employees hired by Safeway at the above locations will be granted seniority rights under the Safeway agreement based on their date of hire with G&G Markets. Safeway will also utilize the employees' date of hire with G&G Markets for eligibility and qualifications for vacation, holidays, and sick pay. All premiums (Sunday, Holiday, etc.) will be based on the employees' Safeway hire date.

3. The bargaining parties recognize circumstances (such as promotional opportunities and availability of hours of work) may require the transfer of employees between the existing Safeway stores in the geographical seniority area and the former G&G stores. In addition, if an existing Safeway store closes in the geographical seniority area encompassing Santa Rosa and Petaluma within three (3) years from the execution of this Letter of Agreement, any layoffs and/or reduction of hours will be based on an employees' date of hire with Safeway as well as the other terms and conditions of the Collective Bargaining Agreement

4. All former G&G employees will be placed in the Safeway agreement at the rate and classification which represents their duties and responsibilities, at the next highest rate of pay (unless they are already at the experienced rate or above) up to a maximum increase of fifty cents (\$.50) per hour, effective April 2, 2017. Employees hired into a progression step will not have to "back fill" hours and will continue to progress to the experienced rate of their classification. In addition, any employees hired after the date of acquisition will not be reduced in pay but will be given credit for hours worked since the date of hire toward their progression.

5. Safeway will make health and welfare and pension contributions to the UFCW and Employers Health and Welfare Trust Fund and UFCW Northern California and Employers Pension Trust Fund on behalf of the former G&G Market employees beginning with hours worked in May 2017. The parties agree to work with the Trust Funds to provide for a smooth and immediate transition without a lapse of any benefits between the UEFT and their existing healthcare plan.

FOR THE EMPLOYER:
SAFEWAY INC.

By 
Frank Jorgensen, Safeway, Inc.

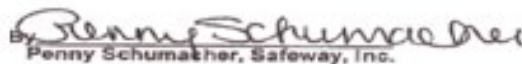
Date 4/28/17

FOR THE UNION:
UFCW Local 5

By 
John Nunes, President, UFCW Local 5

Date 05-10-2017

FOR THE EMPLOYER:
SAFEWAY INC.

By 
Penny Schumacher, Safeway, Inc.

Date _____

FOR THE UNION:
UFCW Local 5

By 

Date 4-28-17