

SIDE LETTER OF AGREEMENT

Fifth Week Vacation Transition

This Side Letter of Agreement is entered into between [Employer] (the "Employer") and UFCW Local One (the "Union") concerning implementation of the additional fifth week of vacation negotiated in the parties' Collective Bargaining Agreement effective October 18, 2026.

1. Effective October 18, 2026, employees eligible for the newly negotiated fifth week of vacation shall receive a one-time prorated portion of the additional fifth week for the period from October 18, 2026 through the day immediately preceding the employee's next anniversary date.
2. The prorated fifth-week benefit shall be calculated as follows:

One (1) week of the employee's regular vacation entitlement $\times$ number of calendar days from October 18, 2026 through the day immediately preceding the employee's next anniversary date $\div$ 365.

Any resulting fractional vacation hours shall be rounded to the nearest one-quarter ($\frac{1}{4}$) hour.

3. On the employee's first anniversary date occurring after October 18, 2026, the employee shall receive the full vacation entitlement for which the employee is eligible under the Collective Bargaining Agreement, including the additional fifth week.
4. This proration applies only to the newly negotiated fifth week of vacation. Nothing in this Side Letter shall reduce, prorate, eliminate, or otherwise affect vacation previously earned or credited to an employee.
5. The purpose of this Side Letter is to provide employees with the benefit of the newly negotiated fifth week beginning October 18, 2026, while avoiding duplication of the fifth-week benefit during the transition to the employee's next anniversary date.
6. This is a one-time transition arrangement. Following each employee's first anniversary date after October 18, 2026, vacation shall be credited in accordance with the normal anniversary-date provisions of the Collective Bargaining Agreement.
7. This Side Letter shall not modify or establish a precedent concerning the parties' existing anniversary-date vacation system except as expressly provided herein.

FOR THE EMPLOYER

By: Kristine Wapio
Title: VP of HR-Tops
Date: 8/13/26

FOR UFCW LOCAL ONE

By: [Signature]
Title: President
Date: 8/13/26