K# 6779

AGREEMENT

Between

SAFEWAY STORES, INC.

Colorado

2009 - 2013 CONTRACT

and

UNITED FOOD AND
COMMERCIAL WORKERS,
LOCAL NO. 7

Chartered by the
UNITED FOOD AND
COMMERCIAL WORKERS
INTERNATIONAL UNION, AFL-CIO

THE OFFICES OF LOCAL 7 ARE LOCATED IN THE

UFCW BUILDING
7760 West 38th Avenue, Suite 400
Wheat Ridge, Colorado
80033-9982

Telephone – 303-425-0897
Toll Free - 1-800-854-7054
Website: www.ufcw7.org

Colorado Springs Office
3730 Sinton Road, Suite 119
Colorado Springs, CO 80907
Telephone: 719-528-1572

Pueblo Office
1838 Vinewood
Pueblo, CO 81005
Telephone: 719-561-0360

If you should have any questions or wish to file a grievance, contact your Union Representative or come to the Local Union office.

MEMBERS' OATH & OBLIGATION:

I, (your name), pledge to uphold Union principles, to support and participate in the endeavors of this Union. I promise to conduct myself in a manner that will reflect credit upon this organization.

UFCW LOCAL 7
a VOICE for working America

Kim C. Cordova, President
Cindy Lucero, Secretary-Treasurer

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AGREEMENT

Between

SAFEWAY INC.

Alamosa, Colorado

and

UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7
(Denver, Colorado)

Chartered by the
UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION, AFL-CIO

TERM:

(R e t a i l)

June 14, 2009 through and including October 19, 2013

THIS AGREEMENT is made and entered into by and between SAFEWAY INC. Denver Division, hereinafter referred to as the "EMPLOYER" and UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7, Denver, Colorado, chartered by the United Food and Commercial Workers International Union, AFL-CIO, hereinafter referred to as the "UNION."

ARTICLE 1
RECOGNITION AND EXCLUSIONS

Section 1. The Employer recognizes the Union as the sole collective bargaining representative for all food clerks in the grocery, produce and bakery departments and produce manager and courtesy clerks, including part-time workers who work regularly one (1) day or more a week at the stores located in Alamosa, Colorado, but excluding all store managers, one assistant manager per store, office and clerical employees, meat department employees, delicatessen department employees, demonstrators, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act as amended.

Any new stores opened within the contractual boundaries of this contract shall be accreted to this Agreement.

AGREEMENT

Between

SAFEWAY INC.

Boulder and Louisville, Colorado

and

UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7
(Denver, Colorado)

Chartered by the
UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION, AFL-CIO

TERM:

(R e t a i l)

May 10, 2009 through and including September 14, 2013

THIS AGREEMENT is made and entered into by and between SAFEWAY INC. Denver Division, hereinafter referred to as the "EMPLOYER" and UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7, Denver, Colorado, chartered by the United Food and Commercial Workers International Union, AFL-CIO, hereinafter referred to as the "UNION."

ARTICLE 1
RECOGNITION AND EXCLUSIONS

Section 1. The Employer recognizes the Union as the sole collective bargaining representative for all food clerks in the grocery, produce and bakery departments and produce manager and courtesy clerks, including part-time workers who work regularly one (1) day or more a week at the stores located in Boulder, Colorado and Louisville, Colorado, but excluding all store managers, one assistant manager per store, office and clerical employees, meat department employees, delicatessen department employees, demonstrators, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act as amended.

Any new stores opened within the contractual boundaries of this contract shall be accreted to this Agreement.

AGREEMENT

Between

SAFEWAY INC.

Brighton, Colorado

and

UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7
(Denver, Colorado)

Chartered by the
UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION, AFL-CIO

TERM:

(R e t a i l)

May 31, 2009 through and including October 5, 2013

THIS AGREEMENT is made and entered into by and between SAFEWAY INC. Denver Division, hereinafter referred to as the "EMPLOYER" and UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7, Denver, Colorado, chartered by the United Food and Commercial Workers International Union, AFL-CIO, hereinafter referred to as the "UNION."

ARTICLE 1
RECOGNITION AND EXCLUSIONS

Section 1. The Employer recognizes the Union as the sole collective bargaining representative for all food clerks in the grocery, produce and bakery departments and produce manager and courtesy clerks, including part-time workers who work regularly one (1) day or more a week at the stores located in Brighton, Colorado, but excluding all store managers, one assistant manager per store, office and clerical employees, meat department employees, delicatessen department employees, demonstrators, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act as amended.

Any new stores opened within the contractual boundaries of this contract shall be accreted to this Agreement.

AGREEMENT

Between

SAFEWAY INC.

Broomfield (SW 2624), Colorado

and

UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7
(Denver, Colorado)

Chartered by the
UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION, AFL-CIO

TERM:

(R e t a i l)

May 10, 2009 through and including September 14, 2013

THIS AGREEMENT is made and entered into by and between SAFEWAY INC. Denver Division, hereinafter referred to as the "EMPLOYER" and UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7, Denver, Colorado, chartered by the United Food and Commercial Workers International Union, AFL-CIO, hereinafter referred to as the "UNION."

ARTICLE 1
RECOGNITION AND EXCLUSIONS

Section 1. The Employer recognizes the Union as the sole collective bargaining representative for all food clerks in the grocery, produce and bakery departments and produce manager and courtesy clerks, including part-time workers who work regularly one (1) day or more a week employed at the Safeway Store located at 3602 West 144th Avenue, and no other, new, or additional store but excluding all store managers, one assistant manager, office and clerical employees, meat department employees, delicatessen department employees, demonstrators, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act as amended.

Any new stores opened within the contractual boundaries of this contract shall be accreted to this Agreement.

AGREEMENT

Between

SAFEWAY INC.

Canon City, Colorado

and

UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7
(Denver, Colorado)

Chartered by the
UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION, AFL-CIO

TERM:

(R e t a i l)

June 14, 2009 through and including October 19, 2013

THIS AGREEMENT is made and entered into by and between SAFEWAY INC. Denver Division, hereinafter referred to as the "EMPLOYER" and UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7, Denver, Colorado, chartered by the United Food and Commercial Workers International Union, AFL-CIO, hereinafter referred to as the "UNION."

ARTICLE 1
RECOGNITION AND EXCLUSIONS

Section 1. The Employer recognizes the Union as the sole collective bargaining representative for all food clerks in the grocery, produce and bakery departments and produce manager and courtesy clerks, including part-time workers who work regularly one (1) day or more a week at the stores located in Canon City, Colorado, but excluding all store managers, one assistant manager per store, office and clerical employees, meat department employees, delicatessen department employees, demonstrators, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act as amended.

Any new stores opened within the contractual boundaries of this contract shall be accreted to this Agreement.

AGREEMENT

Between

SAFEWAY INC.

Castle Rock, Colorado

and

UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7
(Denver, Colorado)

Chartered by the
UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION, AFL-CIO

TERM:

(R e t a i l)

May 10, 2009 through and including September 14, 2013

THIS AGREEMENT is made and entered into by and between SAFEWAY INC. Denver Division, hereinafter referred to as the "EMPLOYER" and UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7, Denver, Colorado, chartered by the United Food and Commercial Workers International Union, AFL-CIO, hereinafter referred to as the "UNION."

ARTICLE 1
RECOGNITION AND EXCLUSIONS

Section 1. The Employer recognizes the Union as the sole collective bargaining representative for all employees actively engaged in the handling and selling of merchandise, including part-time workers who work regularly one (1) day or more a week, employed by the Employer in the grocery store or stores owned or operated by the Employer in the geographical area of Castle Rock, Colorado, but excluding all store managers, one assistant manager per store, office and clerical employees, meat department employees, delicatessen department employees, demonstrators, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act as amended.

Any new stores opened within the contractual boundaries of this contract shall be accreted to this Agreement.

AGREEMENT

Between

SAFEWAY INC.

Colorado Springs, Colorado

and

UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7
(Denver, Colorado)

Chartered by the
UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION, AFL-CIO

TERM:

(R e t a i l)

May 10, 2009 through and including September 14, 2013

THIS AGREEMENT is made and entered into by and between SAFEWAY INC. Denver Division, hereinafter referred to as the "EMPLOYER" and UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7, Denver, Colorado, chartered by the United Food and Commercial Workers International Union, AFL-CIO, hereinafter referred to as the "UNION."

ARTICLE 1
RECOGNITION AND EXCLUSIONS

Section 1. The Employer recognizes the Union as the sole collective bargaining representative for all employees actively engaged in the handling and selling of merchandise, including part-time workers who work regularly one (1) day or more a week, employed by the Employer in the grocery store or stores owned or operated by the Employer in the metropolitan area of Colorado Springs, Colorado, Security, Colorado, Widefield, Colorado, Manitou Springs, Colorado, and Monument, Colorado, but excluding all store managers, one assistant manager per store, office and clerical employees, meat department employees, delicatessen department employees, demonstrators, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act as amended.

Any new stores opened within the contractual boundaries of this contract shall be accreted to this Agreement.

AGREEMENT

Between

SAFEWAY INC.

Denver, Colorado

and

UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7
(Denver, Colorado)

Chartered by the
UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION, AFL-CIO

TERM:

May 10, 2009 through and including September 14, 2013

THIS AGREEMENT is made and entered into by and between SAFEWAY INC. Denver Division, hereinafter referred to as the "EMPLOYER" and UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7, Denver, Colorado, chartered by the United Food and Commercial Workers International Union, AFL-CIO, hereinafter referred to as the "UNION."

ARTICLE 1
RECOGNITION AND EXCLUSIONS

Section 1. The Employer recognizes the Union as the sole collective bargaining representative for all employees actively engaged in the handling and selling of merchandise, including part-time workers who work regularly one (1) day or more a week, employed by the Employer in the grocery store or stores owned or operated by the Employer in the metropolitan area of Denver, Colorado, but excluding all store managers, one assistant manager per store, office and clerical employees, meat department employees, delicatessen department employees, demonstrators, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act as amended.

Any new stores opened within the contractual boundaries of this contract shall be accreted to this Agreement.

AGREEMENT

Between

SAFEWAY INC.

Evergreen, Colorado

and

UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7
(Denver, Colorado)

Chartered by the
UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION, AFL-CIO

TERM:

(R e t a i l)

May 24, 2009 through and including September 28, 2013

THIS AGREEMENT is made and entered into by and between SAFEWAY INC. Denver Division, hereinafter referred to as the "EMPLOYER" and UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7, Denver, Colorado, chartered by the United Food and Commercial Workers International Union, AFL-CIO, hereinafter referred to as the "UNION."

ARTICLE 1
RECOGNITION AND EXCLUSIONS

Section 1. The Employer recognizes the Union as the sole collective bargaining representative for all employees actively engaged in the handling and selling of merchandise, including part-time workers who work regularly one (1) day or more a week, employed by the Employer in the grocery store or stores owned or operated by the Employer in the geographical area of Evergreen, Colorado, but excluding all store managers, one assistant manager per store, office and clerical employees, meat department employees, delicatessen department employees, demonstrators, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act as amended.

Any new stores opened within the contractual boundaries of this contract shall be accreted to this Agreement.

AGREEMENT

Between

SAFEWAY INC.

Fort Collins, Colorado

and

UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7
(Denver, Colorado)

Chartered by the
UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION, AFL-CIO

TERM:

(R e t a i l)

May 31, 2009 through and including October 5, 2013

THIS AGREEMENT is made and entered into by and between SAFEWAY INC. Denver Division, hereinafter referred to as the "EMPLOYER" and UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7, Denver, Colorado, chartered by the United Food and Commercial Workers International Union, AFL-CIO, hereinafter referred to as the "UNION."

ARTICLE I
RECOGNITION AND EXCLUSIONS

Section 1. The Employer recognizes the Union as the sole collective bargaining representative for all food clerks in the grocery, produce and bakery departments and produce manager and courtesy clerks, including part-time workers who work regularly one (1) day or more a week, at the stores located in Fort Collins, Colorado, but excluding all store managers, one assistant manager per store, office and clerical employees, meat department employees, delicatessen department employees, demonstrators, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act as amended.

Any new stores opened within the contractual boundaries of this contract shall be accreted to this Agreement.

AGREEMENT

Between

SAFEWAY INC.

Fort Morgan, Colorado

and

UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7
(Denver, Colorado)

Chartered by the
UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION, AFL-CIO

TERM:

(R e t a i l)

June 21, 2009 through and including October 26, 2013

THIS AGREEMENT is made and entered into by and between SAFEWAY INC. Denver Division, hereinafter referred to as the "EMPLOYER" and UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7, Denver, Colorado, chartered by the United Food and Commercial Workers International Union, AFL-CIO, hereinafter referred to as the "UNION."

ARTICLE 1
RECOGNITION AND EXCLUSIONS

Section 1. The Employer recognizes the Union as the sole collective bargaining representative for all food clerks in the grocery, produce and bakery departments and produce manager and courtesy clerks, including part-time workers who work regularly one (1) day or more a week, at the stores located in Fort Morgan, Colorado, but excluding all store managers, one assistant manager per store, office and clerical employees, meat department employees, delicatessen department employees, demonstrators, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act as amended.

Any new stores opened within the contractual boundaries of this contract shall be accreted to this Agreement.

AGREEMENT

Between

SAFEWAY INC.

Fountain, Colorado

and

UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7
(Denver, Colorado)

Chartered by the
UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION, AFL-CIO

TERM:

(R e t a i l)

May 10, 2009 through and including September 14, 2013

THIS AGREEMENT is made and entered into by and between SAFEWAY INC. Denver Division, hereinafter referred to as the "EMPLOYER" and UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7, Denver, Colorado, chartered by the United Food and Commercial Workers International Union, AFL-CIO, hereinafter referred to as the "UNION."

ARTICLE 1
RECOGNITION AND EXCLUSIONS

Section 1. The Employer recognizes the Union as the sole collective bargaining representative for all employees actively engaged in the handling and selling of merchandise, including part-time workers who work regularly one (1) day or more a week, employed by the Employer in the grocery store or stores owned or operated by the Employer located at 6925 Mesa Ridge Parkway, Fountain, Colorado, but excluding all store managers, one assistant manager per store, office and clerical employees, meat department employees, delicatessen department employees, demonstrators, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act as amended.

AGREEMENT

Between

SAFEWAY INC.

Frisco, Colorado

and

UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7
(Denver, Colorado)

Chartered by the
UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION, AFL-CIO

TERM:

(R e t a i l)

June 14, 2009 through and including October 19, 2013

THIS AGREEMENT is made and entered into by and between SAFEWAY INC. Denver Division, hereinafter referred to as the "EMPLOYER" and UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7, Denver, Colorado, chartered by the United Food and Commercial Workers International Union, AFL-CIO, hereinafter referred to as the "UNION."

ARTICLE 1
RECOGNITION AND EXCLUSIONS

Section 1. The Employer recognizes the Union as the sole collective bargaining representative for all food clerks in the grocery, produce and bakery departments and produce manager and courtesy clerks, including part-time workers who work regularly one (1) day or more a week at the stores located in Frisco, Colorado, but excluding all store managers, one assistant manager per store, office and clerical employees, meat department employees, delicatessen department employees, demonstrators, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act as amended.

Any new stores opened within the contractual boundaries of this contract shall be accreted to this Agreement.

AGREEMENT

Between

SAFEWAY INC.

Greeley, Colorado

and

UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7
(Denver, Colorado)

Chartered by the
UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION, AFL-CIO

TERM:

(R e t a i l)

May 31, 2009 through and including October 5, 2013

THIS AGREEMENT is made and entered into by and between SAFEWAY INC. Denver Division, hereinafter referred to as the "EMPLOYER" and UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7, Denver, Colorado, chartered by the United Food and Commercial Workers International Union, AFL-CIO, hereinafter referred to as the "UNION."

ARTICLE 1
RECOGNITION AND EXCLUSIONS

Section 1. The Employer recognizes the Union as the sole collective bargaining representative for all food clerks in the grocery, produce and bakery departments and produce manager and courtesy clerks, including part-time workers who work regularly one (1) day or more a week at the stores located in Greeley, Colorado, but excluding all store managers, one assistant manager per store, office and clerical employees, meat department employees, delicatessen department employees, demonstrators, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act as amended.

Any new stores opened within the contractual boundaries of this contract shall be accreted to this Agreement.

AGREEMENT

Between

SAFEWAY INC.

Idaho Springs, Colorado

and

UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7
(Denver, Colorado)

Chartered by the
UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION, AFL-CIO

TERM:

(R e t a i l)

May 24, 2009 through and including September 28, 2013

THIS AGREEMENT is made and entered into by and between SAFEWAY INC. Denver Division, hereinafter referred to as the "EMPLOYER" and UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7, Denver, Colorado, chartered by the United Food and Commercial Workers International Union, AFL-CIO, hereinafter referred to as the "UNION."

ARTICLE 1
RECOGNITION AND EXCLUSIONS

Section 1. The Employer recognizes the Union as the sole collective bargaining representative for all employees actively engaged in the handling and selling of merchandise, including part-time workers who work regularly one (1) day or more a week, employed by the Employer in the respective geographical area of Idaho Springs, Colorado, but excluding all store managers, one assistant manager per store, office and clerical employees, meat department employees, delicatessen department employees, demonstrators, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act as amended.

Any new stores opened within the contractual boundaries of this contract shall be accreted to this Agreement.

AGREEMENT

Between

SAFEWAY INC.

La Junta, Colorado

and

UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7
(Denver, Colorado)

Chartered by the
UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION, AFL-CIO

TERM:

(R e t a i l)

June 14, 2009 through and including October 19, 2013

THIS AGREEMENT is made and entered into by and between SAFEWAY INC. Denver Division, hereinafter referred to as the "EMPLOYER" and UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7, Denver, Colorado, chartered by the United Food and Commercial Workers International Union, AFL-CIO, hereinafter referred to as the "UNION."

ARTICLE 1
RECOGNITION AND EXCLUSIONS

Section 1. The Employer recognizes the Union as the sole collective bargaining representative for all food clerks in the grocery, produce and bakery departments and produce manager and courtesy clerks, including part-time workers who work regularly one (1) day or more a week at the stores located in La Junta, Colorado, but excluding all store managers, one assistant manager per store, office and clerical employees, meat department employees, delicatessen department employees, demonstrators, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act as amended.

Any new stores opened within the contractual boundaries of this contract shall be accreted to this Agreement.

AGREEMENT

Between

SAFEWAY INC.

Lamar, Colorado

and

UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7
(Denver, Colorado)

Chartered by the
UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION, AFL-CIO

TERM:

(R e t a i l)

June 14, 2009 through and including October 19, 2013

THIS AGREEMENT is made and entered into by and between SAFEWAY INC. Denver Division, hereinafter referred to as the "EMPLOYER" and UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7, Denver, Colorado, chartered by the United Food and Commercial Workers International Union, AFL-CIO, hereinafter referred to as the "UNION."

ARTICLE 1
RECOGNITION AND EXCLUSIONS

Section 1. The Employer recognizes the Union as the sole collective bargaining representative for all food clerks in the grocery, produce and bakery departments and produce manager and courtesy clerks, including part-time workers who work regularly one (1) day or more a week at the stores located in Lamar, Colorado, but excluding all store managers, one assistant manager per store, office and clerical employees, meat department employees, delicatessen department employees, demonstrators, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act as amended.

Any new stores opened within the contractual boundaries of this contract shall be accreted to this Agreement.

AGREEMENT

Between

SAFEWAY INC.

Leadville, Colorado

and

UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7
(Denver, Colorado)

Chartered by the
UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION, AFL-CIO

TERM:

(R e t a i l)

June 14, 2009 through and including October 19, 2013

THIS AGREEMENT is made and entered into by and between SAFEWAY INC. Denver Division, hereinafter referred to as the "EMPLOYER" and UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7, Denver, Colorado, chartered by the United Food and Commercial Workers International Union, AFL-CIO, hereinafter referred to as the "UNION."

ARTICLE 1
RECOGNITION AND EXCLUSIONS

Section 1. The Employer recognizes the Union as the sole collective bargaining representative for all food clerks in the grocery, produce and bakery departments and produce manager and courtesy clerks, including part-time workers who work regularly one (1) day or more a week at the stores located in Leadville, Colorado, but excluding all store managers, one assistant manager per store, office and clerical employees, meat department employees, delicatessen department employees, demonstrators, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act as amended.

Any new stores opened within the contractual boundaries of this contract shall be accreted to this Agreement.

AGREEMENT

Between

SAFEWAY INC.

Longmont, Colorado

and

UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7
(Denver, Colorado)

Chartered by the
UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION, AFL-CIO

TERM:

(R e t a i l)

May 31, 2009 through and including October 5, 2013

THIS AGREEMENT is made and entered into by and between SAFEWAY INC. Denver Division, hereinafter referred to as the "EMPLOYER" and UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7, Denver, Colorado, chartered by the United Food and Commercial Workers International Union, AFL-CIO, hereinafter referred to as the "UNION."

ARTICLE 1
RECOGNITION AND EXCLUSIONS

Section 1. The Employer recognizes the Union as the sole collective bargaining representative for all food clerks in the grocery, produce and bakery departments and produce manager and courtesy clerks, including part-time workers who work regularly one (1) day or more a week at the stores located in Longmont, Colorado, but excluding all store managers, one assistant manager per store, office and clerical employees, meat department employees, delicatessen department employees, demonstrators, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act as amended.

Any new stores opened within the contractual boundaries of this contract shall be accreted to this Agreement.

AGREEMENT

Between

SAFEWAY INC.

Loveland, Colorado

and

UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7
(Denver, Colorado)

Chartered by the
UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION, AFL-CIO

TERM:

(R e t a i l)

May 31, 2009 through and including October 5, 2013

THIS AGREEMENT is made and entered into by and between SAFEWAY INC. Denver Division, hereinafter referred to as the "EMPLOYER" and UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7, Denver, Colorado, chartered by the United Food and Commercial Workers International Union, AFL-CIO, hereinafter referred to as the "UNION."

ARTICLE 1
RECOGNITION AND EXCLUSIONS

Section 1. The Employer recognizes the Union as the sole collective bargaining representative for all food clerks in the grocery, produce and bakery departments and produce manager and courtesy clerks, including part-time workers who work regularly one (1) day or more a week at the stores located in Loveland, Colorado, but excluding all store managers, one assistant manager per store, office and clerical employees, meat department employees, delicatessen department employees, demonstrators, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act as amended.

Any new stores opened within the contractual boundaries of this contract shall be accreted to this Agreement.

AGREEMENT

Between

SAFEWAY INC.

Monte Vista, Colorado

and

UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7
(Denver, Colorado)

Chartered by the
UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION, AFL-CIO

TERM:

(R e t a i l)

June 14, 2009 through and including October 19, 2013

THIS AGREEMENT is made and entered into by and between SAFEWAY INC. Denver Division, hereinafter referred to as the "EMPLOYER" and UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7, Denver, Colorado, chartered by the United Food and Commercial Workers International Union, AFL-CIO, hereinafter referred to as the "UNION."

ARTICLE 1
RECOGNITION AND EXCLUSIONS

Section 1. The Employer recognizes the Union as the sole collective bargaining representative for all food clerks in the grocery, produce and bakery departments and produce manager and courtesy clerks, including part-time workers who work regularly one (1) day or more a week at the stores located in Monte Vista, Colorado, but excluding all store managers, one assistant manager per store, office and clerical employees, meat department employees, delicatessen department employees, demonstrators, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act as amended.

Any new stores opened within the contractual boundaries of this contract shall be accreted to this Agreement.

AGREEMENT

Between

SAFEWAY INC.

Pueblo, Colorado

and

UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7
(Denver, Colorado)

Chartered by the
UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION, AFL-CIO

TERM:

(R e t a i l)

May 24, 2009 through and including September 28, 2013

THIS AGREEMENT is made and entered into by and between SAFEWAY INC. Denver Division, hereinafter referred to as the "EMPLOYER" and UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7, Denver, Colorado, chartered by the United Food and Commercial Workers International Union, AFL-CIO, hereinafter referred to as the "UNION."

ARTICLE 1
RECOGNITION AND EXCLUSIONS

Section 1. The Employer recognizes the Union as the sole collective bargaining representative for all employees actively engaged in the handling and selling of merchandise, including part-time workers who work regularly one (1) day or more a week, employed by the Employer in the grocery store or stores owned or operated by the Employer in Pueblo County, Colorado, but excluding all store managers, one assistant manager per store, office and clerical employees, meat department employees, delicatessen department employees, demonstrators, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act as amended.

Any new stores opened within the contractual boundaries of this contract shall be accreted to this Agreement.

AGREEMENT

Between

SAFEWAY INC.

Salida, Colorado

and

UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7
(Denver, Colorado)

Chartered by the
UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION, AFL-CIO

TERM:

(R e t a i l)

June 14, 2009 through and including October 19, 2013

THIS AGREEMENT is made and entered into by and between SAFEWAY INC. Denver Division, hereinafter referred to as the "EMPLOYER" and UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7, Denver, Colorado, chartered by the United Food and Commercial Workers International Union, AFL-CIO, hereinafter referred to as the "UNION."

ARTICLE 1
RECOGNITION AND EXCLUSIONS

Section 1. The Employer recognizes the Union as the sole collective bargaining representative for all food clerks in the grocery, produce and bakery departments and produce manager and courtesy clerks, including part-time workers who work regularly one (1) day or more a week at the stores located in Salida, Colorado, but excluding all store managers, one assistant manager per store, office and clerical employees, meat department employees, delicatessen department employees, demonstrators, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act as amended.

Any new stores opened within the contractual boundaries of this contract shall be accreted to this Agreement.

AGREEMENT

Between

SAFEWAY INC.

Trinidad, Colorado

and

UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7
(Denver, Colorado)

Chartered by the
UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION, AFL-CIO

TERM:

(R e t a i l)

June 14, 2009 through and including October 19, 2013

THIS AGREEMENT is made and entered into by and between SAFEWAY INC. Denver Division, hereinafter referred to as the "EMPLOYER" and UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7, Denver, Colorado, chartered by the United Food and Commercial Workers International Union, AFL-CIO, hereinafter referred to as the "UNION."

ARTICLE 1
RECOGNITION AND EXCLUSIONS

Section 1. The Employer recognizes the Union as the sole collective bargaining representative for all food clerks in the grocery, produce and bakery departments and produce manager and courtesy clerks, including part-time workers who work regularly one (1) day or more a week at the stores located in Trinidad, Colorado, but excluding all store managers, one assistant manager per store, office and clerical employees, meat department employees, delicatessen department employees, demonstrators, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act as amended.

Any new stores opened within the contractual boundaries of this contract shall be accreted to this Agreement.

AGREEMENT

Between

SAFEWAY INC.

Vail, Colorado

and

UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7
(Denver, Colorado)

Chartered by the
UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION, AFL-CIO

TERM:

(R e t a i l)

June 14, 2009 through and including October 19, 2013

THIS AGREEMENT is made and entered into by and between SAFEWAY INC. Denver Division, hereinafter referred to as the "EMPLOYER" and UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7, Denver, Colorado, chartered by the United Food and Commercial Workers International Union, AFL-CIO, hereinafter referred to as the "UNION."

ARTICLE 1
RECOGNITION AND EXCLUSIONS

Section 1. The Employer recognizes the Union as the sole collective bargaining representative for all food clerks in the grocery, produce and bakery departments and produce manager and courtesy clerks, including part-time workers who work regularly one (1) day or more a week at the stores located in Vail, Colorado, but excluding all store managers, one assistant manager per store, office and clerical employees, meat department employees, delicatessen department employees, demonstrators, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act as amended.

Any new stores opened within the contractual boundaries of this contract shall be accreted to this Agreement.

AGREEMENT

Between

SAFEWAY INC.

Walsenburg, Colorado

and

UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7
(Denver, Colorado)

Chartered by the
UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION, AFL-CIO

TERM:

(R e t a i l)

June 14, 2009 through and including October 19, 2013

THIS AGREEMENT is made and entered into by and between SAFEWAY INC. Denver Division, hereinafter referred to as the "EMPLOYER" and UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7, Denver, Colorado, chartered by the United Food and Commercial Workers International Union, AFL-CIO, hereinafter referred to as the "UNION."

ARTICLE 1
RECOGNITION AND EXCLUSIONS

Section 1. The Employer recognizes the Union as the sole collective bargaining representative for all food clerks in the grocery, produce and bakery departments and produce manager and courtesy clerks, including part-time workers who work regularly one (1) day or more a week at the stores located in Walsenburg, Colorado, but excluding all store managers, one assistant manager per store, office and clerical employees, meat department employees, delicatessen department employees, demonstrators, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act as amended.

Any new stores opened within the contractual boundaries of this contract shall be accreted to this Agreement.

ARTICLE 2
BARGAINING UNIT WORK JURISDICTION

Section 2. All work and services performed in the bargaining unit connected with the handling or selling of merchandise to the public shall be performed exclusively by bargaining unit members except as provided below. Meat and delicatessen department employees, registered pharmacists, production bakers and demonstrators may continue to perform duties performed before May 1, 1982. Store Managers, Assistant Managers, Field Merchandisers can perform all duties in the store. Nothing in this Agreement shall be construed to prevent the Employer from placing cash registers in the Deli Department of the store and from assigning the employees of such department to operate the register.

AUTHORIZED WORK FOR VENDORS

Section 3. Vendor Work: Direct store vendors who deliver the product categories of beverages (including juice sold in produce/deli departments), cookies and crackers, bakery, pizza, ice cream, chips, specialty/gourmet/natural foods, greeting cards (and related products such as bows, wraps, candles, balloons, ribbons), newspapers, magazines, books and related products shall be allowed to perform all work in connection with the sale of their products directly delivered to the store. For purposes of this provision, the product categories as used herein shall be interpreted to include all products delivered by such vendor. Additionally, all vendors shall be allowed to stock and otherwise maintain any J-Hook or Clip strip program. Additionally, all vendors may perform: any work in connection with promotional and seasonal displays; facing in connection with the service of product; rotation of product; cleaning of product, shelves and racks; affixing coupons and other promotional materials to products; vendors shall be permitted to perform three (3) major resets per store per section per calendar year. Additionally, vendors may perform work, as necessary to accommodate the introduction of new items, or removal of discontinued items, from the set; checking of code dates and removal of out-dated product; and any work in connection with the opening of a new store and the two (2) week period thereafter, or during the two (2) weeks before and after a store remodel.

The Employer agrees not to subcontract operations currently existing within the stores. Subcontracting is defined as a contractual relationship with another employer whereby employees of that employer perform the work of bargaining unit employees. A purchase order is not a subcontracting agreement.

Section 4. Work Jurisdiction. Except for sanitation and floor maintenance, the Employer agrees not to subcontract operations existing within the stores. The Employer agrees that no employee classified as a Sanitation Clerk or Sanitation Manager on May 11, 1996 shall be laid-off or reduced in hours as a result of the subcontracting of floor care or expansion of Courtesy Clerk duties. However, the Employer reserves the right to promote Sanitation Clerks and/or Managers to All Purpose Clerk vacancies in order to provide for the use of outside contractors for floor maintenance and sanitation work. It is understood that before a full-time Sanitation Clerk is advanced to a full-time All Purpose Clerk position, such employee must have more seniority than the most senior employee on the All Purpose Clerk full-time list for the vacancy. It is understood that Sanitation Clerks protected herein may be assigned hours in lower classifications, at their sanitation rate, for purpose of meeting the job security provisions of this section.

ARTICLE 3
UNION SECURITY AND CONDITIONS

Section 5. Union Membership. It shall be a condition of employment that all employees covered by this Agreement who are members of the Union on the effective date of this Agreement shall remain members, and those who are not members on the effective date of this Agreement shall, on the thirty-first (31st) day

following the effective date of this Agreement, become and remain members in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in the Union.

The Employer agrees to deduct amounts designated by employees for the Active Ballot Club when the Employer has been furnished an individual written authorization for making such deductions on a form mutually agreed upon between the Employer and the Union. It is agreed that the ABC authorization is to be entirely voluntary upon the part of each such individual employee and that any such employee may revoke his ABC checkoff authorization upon giving thirty (30) days written notice to the Employer and the Union.

Section 6. For the purpose of Section 5 above, the execution date of this Agreement shall be considered as its effective date.

Section 7. Delinquent Members. Whenever the Union requires the Employer to discharge any employee for failure to join or maintain his membership in the Union in accord with the terms of this Article, the Union agrees to furnish the Employer an itemized copy of the delinquent's account with the Union, together with a written request for discharge. The Employer will discharge any employee who falls within the bargaining unit as described in Section 1 hereof within ten (10) days after the receipt of said written request for discharge, unless, within said ten (10) day period, the delinquent employee pays or tenders his delinquent initiation fee (or uniform reinstatement fee, where applicable) and/or delinquent union dues to an authorized agent of the Union.

ARTICLE 4
CHECK-OFF

Section 8. The Employer agrees to deduct the weekly Union dues (including initiation fees for new employees) and uniform assessments from the net amount due each employee in the bargaining unit as described in Section 1 hereof who has furnished the Employer (either directly or through the Union) with an individual written authorization for making such deductions on a form mutually agreed upon between the Employer and the Union. It is understood that the check-off authorization is to be entirely voluntary upon the part of each such individual employee and that any such employee may revoke this individual check-off authorization upon giving thirty (30) days' written notice to the Employer and the Union.

Section 9. The Employer agrees to remit all such deductions to the President of the Local Union within ten (10) days after the last pay period of each month.

ARTICLE 5
NEW EMPLOYEES, TRANSFERRED EMPLOYEES, PROMOTED OR DEMOTED

Section 10. When an employee is hired transferred, promoted or demoted into a bargaining unit, written notice of said action shall be given to the Union within seven (7) days.

Section 11. Completion of Forms For Benefit Programs. At the time of hiring, the Employer will advise each such employee of the fact that he must become a member of the Union within thirty-one (31) days and must remain a member of the Union as a condition of employment during the life of this Agreement. The Employer will likewise furnish each such employee with the address of the Union office and name of the Union representative. Completion of any necessary applications, forms and papers for qualification under the

Health and Welfare Article or any other benefit programs provided by this Agreement, shall be completed on the first (1st) day of employment, but not later than the eligibility date of participation in the various plans.

Section 12. Off Premise Training. Any employee who has completed his probation period and who is sent to an off premise training program shall not have his rate of pay reduced, and, if subsequently reclassified, shall receive the appropriate rate for the new classification. The rate of pay for attendance at the Employer's off premise training school shall be no less than the minimum hourly rate set forth in the labor Agreement.

ARTICLE 6
RIGHTS OF MANAGEMENT

Section 13. The Employer retains the right to manage the store or stores, to direct the working forces, and to make necessary reasonable rules and regulations for the conduct of business, providing that said rules and regulations are not in conflict with the terms of this Agreement in any way and to establish reasonable standards of dress (it is understood the Union reserves the right to arbitrate what is reasonable).

ARTICLE 7
DEFINITIONS OF CLASSIFICATIONS

Section 14. For the purposes of this Agreement, the terms set forth below shall have the following meanings:

a. DEMONSTRATORS The duties of demonstrators shall not include work normally done by employees covered by this Agreement.

b. ASSISTANT STORE MANAGER An Assistant Store Manager is an employee who serves in the capacity of the Manager in the absence of the regular manager.

c. HEAD CLERK A Head Clerk is an employee who has been assigned by the Employer to direct or supervise the work of others. The mere fact that two persons work together does not mean that one is a Head Clerk. The intent of the Head Clerk classification shall not be used to circumvent this Agreement. The File Maintenance Position shall be filled by one Head Clerk and may be assisted by All-Purpose Clerks. This File Maintenance Position shall include work performed in the Meat and Delicatessen Department.

d. PRODUCE DEPARTMENT MANAGER A Produce Department Manager is defined as the one employee in a store who manages the operation of the Produce Department under the supervision of the Store Manager.

e. BAKERY DEPARTMENT MANAGER The Bakery Department Manager is the employee in each store who is directly responsible to the Employer for the operation of the Bakery Department. This shall not be construed as meaning that the Employer is required to designate a Bakery Department Manager for the Bakery Department in each store which has a Bakery Department, inasmuch as the Employer may not choose to assign the managerial responsibilities to any employee within the department, depending on the set up in the particular store, the size of the department, etc.

e1. CAKE DECORATOR A bakery cake decorator shall be allowed to help and wait on customers.

e2. Employees in any classification shall not be allowed to bump on layoff, claim hours or shift preference of the Head Bakery Sales Clerk unless said employee has at least 960 hours working, or credited within a bakery department. If employees in other classifications have the 960 hours, they will be allowed to exercise their seniority.

f. NON-FOODS OR GENERAL MERCHANDISE CLERK A Non-Foods or General Merchandise Clerk's duties shall not include operating a checkstand where food items are handled or stocking or price marking food or bakery merchandise, or removing money from pop machines, but shall include pricing, handling, displaying, selling and stocking those items generally considered as non-food, general merchandise or drug merchandise. Notwithstanding, in a fuel center, GM/Non-Food Clerks shall be permitted to perform all work in conjunction with the operation of the fuel center without restriction including, but not limited to, the stocking, handling and checking of food items. It is further agreed that seasonal employees working in the classifications listed above shall be excluded from the terms of this Agreement. Booth clerks may take money to the checkers.

Non-Food Clerks' duties shall also include operation of the Currency Booth and Customer Service Booth and PC. (However, it is agreed and understood that any All-Purpose Clerk who is performing Currency Booth and Customer Service Booth and PC duty shall be grandfathered.) As those persons leave those positions, through attrition, the hours made available may be filled by Non-Food Clerks.

f1. FLORAL MANAGER (Non-FTD Stores)

1. One employee per store who is currently working within and responsible for the floral department shall be designated and paid as the Floral Manager.

2. Persons holding these classifications shall be allowed to continue performing general merchandise clerk duties, provided they have the seniority to do so. However, they shall receive the appropriate general merchandise rate for said duties.

3. The employees who are presently performing work in these classifications on or before November 1, 1988 and are receiving pay for a higher classification shall continue to be paid the higher rate of pay.

f2. MANAGER TRAINEES Manager Trainees are defined as employees identified and selected by management to be trained for store management responsibilities, and shall be permitted the necessary flexibility to adequately prepare for store management. Hours worked by management trainees shall not affect hours worked by permanent bargaining unit employees. Hours allocated to manager trainees shall not be included in hours chargeable to store operations as relates to allocated store hours.

g. COURTESY CLERK DUTIES. The duties of Courtesy Clerk are limited to sorting, bagging, and packing of sold merchandise, carrying and loading of sold merchandise, floor maintenance anywhere in the store, cleaning of parking lot and other adjacent areas outside the store, cleaning all areas in the store, collecting and disposing of trash and rubbish, repair and maintenance work, collecting shopping carts, the hanging and removal of signs and decorations (it is understood that Courtesy Clerks may hang signs from the ceiling containing prices), washing windows, returning unsold merchandise to shelves or point of disposal (including salvage, reclamation, shop back and

abandoned merchandise), removing merchandise from the shelf which is damaged or abandoned, removing merchandise from the shelf and replacing merchandise to the shelf in the case of equipment breakdown or housekeeping, performing price checks, handling of recycling, sorting, counting and stacking of empty containers and the placement of such containers in areas designated by the Employer and the issuing of customer refund slips related to such returns, all work connected with the selection of customer purchases from the sales floor (including the storage and retrieval thereof), the delivery of merchandise (in such instance, the employee shall receive the delivery driver rate of pay), facing of shelves, checking of code dates, and the filling of supply items throughout the store.

Section 15. Work Between Classifications: It is understood that employees may perform incidental work in another classification without violating this Agreement. It is further agreed that where registers are placed within a department (including departments not covered under this Agreement and including employees of the customer service center) that the employees of such department shall be allowed to operate and handle sales of merchandise presented by customers at such register. Notwithstanding, any employee of a higher classification can be assigned work in a lower classification without restriction. Production Bakers and Cake Decorators may perform Bakery Clerk work, provided that such employees do not replace a scheduled Bakery Clerk shift.

Section 16. New Classifications. When a new job is created by the Employer, the Union shall be notified immediately, and a new wage rate for such job shall be determined by the Employer and the Union.

ARTICLE 8
RATES OF PAY

Section 17. The minimum wages for the indicated classifications shall be as set forth in Appendix "A" attached hereto, and by this reference made a part hereof.

Section 18. Part-time employment shall be computed in accord with the appropriate hourly rates set forth in Appendix "A" attached hereto, and by this reference made a part hereof.

Section 19. Employees must actually work the hours set forth in Appendix "A" before progressing to the next wage bracket, except as otherwise provided in this Agreement.

ARTICLE 9
PRIOR EXPERIENCE

Section 20. In applying Section 19 of Article 8 of this Agreement to any newly hired employee, the Employer will give recognition to the verified number of hours of actual work experience on a comparable job which said newly hired employee may have performed within the previous five (5) years for any other employer in a similar retail grocery operation.

Any grievance over recognition given an employee for comparable work experience at the time of his employment must be filed pursuant to the terms and conditions of the grievance procedure of this Agreement (excluding the employee's trial period.)

Any employee shall receive upon request to his employer or former employer, the following information: Date of hire, date of termination, total hours worked in retail store unless such hours worked shall exceed six

thousand five hundred (6,500) and then such fact shall be stated. The employee must show evidence of employment in the grocery industry before making such request.

ARTICLE 10
SCHEDULING AND ASSIGNMENT OF HOURS

Section 21. Work Schedules and Hours. Management retains the right to determine the number of hours, and start times of each shift, to be worked within each department and store. Daily scheduled shifts shall not be less than four (4) hours or more than eight (8) hours, at straight-time.

Not later than ten (10) days prior to the start of any workweek, management shall post a list of shifts for each department. Non-management, employees shall be allowed to select their schedule from the posted list of shifts for which they are qualified to perform, in seniority order, within their department. Full-time employees shall select first, followed by part-time employees. No employee shall be allowed to select a schedule that will result in overtime or other penalty provision, unless expressly authorized by management. The employee's selection shall be recorded on a master work schedule. Employees shall not be permitted to select a portion of a shift. Prior to the start of the selection process, management shall identify approved vacation requests on the schedule.

Management may allow employees of one department to select shifts in another department. In this event, the employees must be qualified as defined herein, to perform the work of the other department. In addition, management reserves the right to assign, at its discretion, employees to, and designate the starting times of, any ordering shift.

Employees must immediately make their shift selections at the time directed by management. If an employee fails to promptly select, management shall select on behalf of the employee based on the employee's last written scheduling preference request. In this event, the employee waives all rights to grieve management's scheduling selection.

Unless otherwise approved, or as the result of a reduction in hours, no full-time employee shall select less than forty (40) hours and no part-time employee shall select less than twenty (20) hours per week.

Management may require junior employees to select a specific number of shifts so as to facilitate the selection of all shifts from the list. In the event an employee is left with less than minimum hours, but has not been zeroed out, management may pull shifts in reverse seniority order from senior employees to get such employee to minimum hours, or management may elect to zero such employee out and assign any remaining hours in seniority order to senior employees.

The master schedule must be completed and posted by 9:00 AM on Friday prior to the start of the next workweek. Such schedule shall not be changed by management for that workweek except where such change is predicated on circumstances beyond the control of management such as sickness, injury, leaves of absence, vacations, jury duty, funeral leave, significant fluctuations in sales volume, utility failure or Acts of God. Nothing in this section should be construed as preventing management from calling in employees for extra work outside of the posted schedule, from requiring overtime work outside of the posted schedule, or from bringing in additional employees where it appears advisable in the opinion of management. If the schedule is changed pursuant to this section, and hours are reduced, then the master schedule shall be re-bid downward, from the point of the schedule change. If hours are added, such hours shall be assigned as provided in the additional hours section of this Agreement.

Part-time Courtesy Clerks shall be scheduled for at least minimum hours, if available, at management's discretion.

For purposes of this Article; non-management positions are defined as those below the level of Department Head, Assistant Department Head and Head Clerk. Time spent by employees selecting shifts shall not be considered compensable work time, but, notwithstanding, management may permit employees to select shifts on Company time. To be considered qualified, the employee must have worked in the job assignment for a minimum of six (6) months within the last two (2) years. However, employees shall be qualified for grocery/GM stocking or checking position if the employee has worked a minimum of three (3) months as a checker or stocker within the last three (3) years. Training hours, as designated by management, shall not be subject to selection by employees.

Section 22. Department Bidding. The Company shall allow during the first fifteen (15) days of February, to be effective the first workweek in March, and the first fifteen (15) days in August, to be effective the first workweek in September, non-management employees to bid within their classification and store to another department. Management retains the right to determine the number of full-time and part-time positions in each department. If a senior employee from a department bids into another department, the least senior employee in the classification and status affected shall be moved to the department vacated by the bidder. Employees may not bid into a department if such bid will result in the displacement of a booth, dairy, service desk, order, produce or frozen food clerk, unless the bidding employee has been previously classified as, trained for and worked, for six (6) months or longer within the last two (2) years, such position. Produce clerks may not bid out of the produce department unless an employee with the same status, who is qualified as described herein, has requested bid into the produce department. The Employer agrees to provide training to qualify an employee to bid into another department as a grocery/GM stocker or as a checker.

Section 23. Additional Hours. Management shall post a weekly additional hours request list. Employees interested in working additional hours must sign and designate the days they are interested in working additional hours on such list by midnight of the Saturday prior to the start of the applicable workweek. When additional hours become available, management shall contact, in seniority order, employees who have requested to work on the day indicated on the request list and offer them the hours. If the hours cannot be assigned to the employees requesting them, management may fill the hours at its discretion. Nothing in this section shall be construed to require management to assign hours at overtime or to employees who have not made a request to work additional hours.

Section 24. Temporary Advancement. When an employee is required to perform work in a higher classification, he shall receive the higher rate, based on his experience, but if required to perform work in a lower classification, he shall retain his regular rate, except in the case of actual demotion, when the employee shall receive pay according to his classification and experience.

Section 25. Reduction of Hours. Part-time Employees: If a part-time employee is zeroed out as a result of the selection of shifts, such employee shall be given layoff rights pursuant to the contract. However, if the average of all part-time employees within the classification and department is twenty-four (24) or more hours (including hours paid for vacation, sick, funeral, unworked holiday and jury duty pay) management may elect to pull hours, in reverse seniority order, from senior employees to maintain the bottom twenty percent (20%) (or three (3) employees whichever is greater) of employees within the classification and department at minimum weekly hours. An employee electing to displace pursuant to the layoff procedures shall assume the selected schedule of the employee he is bumping until he is able to select for the next workweek.

Full-time Employees: Management shall not write a schedule of shifts that would result in a full-time employee being unable to select a forty (40) hour schedule (thirty-two (32) hours in a holiday week) unless the average scheduled hours (including hours scheduled and paid for vacation, unworked holiday, jury, sick and funeral pay) of all part-time employees within the classification and department is twenty-four (24) hours or less for the involved workweek. A full-time employee unable to select a forty (40) hour schedule, shall in their second consecutive week of such reduced hours, be allowed to exercise his/her seniority to claim the schedule of the least senior full-time employee in the classification within the bargaining unit who is working a forty (40) hour schedule. It is understood that the employee may exercise his/her seniority to bump any time between the second and eleventh week of reduction. The employee whose schedule is claimed under this procedure shall immediately be assigned the schedule of the claiming employee, or be allowed to step-down to part-time status and displace the least senior part-time employee in their store.

The parties agree that no employee assigned as full-time on May 11, 1996, shall have his hours reduced to less than forty (40) hours as the result of this provision, unless all part-time employees in the classification have had their scheduled hours reduced to twenty-four (24) hours or less. Such full-time employee shall have his hours reduced to twenty-four (24) or less before any other full-time employee protected under this paragraph is reduced.

Full-time Employees - Competitive Openings: During the first sixty (60) days following a competitive opening, management may elect, in lieu of reducing hours as provided above, to layoff full-time employees to maintain the same proportion of full-time employees to part-time employees the store averaged in the month prior to the competitive opening. In the event of a layoff, the displaced employee shall be given the following options:

1) Displace the least senior full-time employee in the bargaining unit, or

2) Step-down to part-time and displace the least senior part-time employee within the classification and store.

Employees displaced by the full-time reduction under this procedure shall be given their layoff options pursuant to the layoff language of this Agreement.

It is understood that the provisions of this section shall apply only to those classifications impacted by a competitive opening.

ARTICLE 11
NO REDUCTION IN PAY

Section 26. No employee shall suffer any reduction of present hourly pay because of the adoption or through the operation of this Agreement, nor shall be reclassified to defeat the purpose of this Agreement unless otherwise agreed between the parties.

Section 27. The Employer shall not raise or subsequently lower hourly rates of pay for classifications covered by this Agreement without the mutual consent of the Union.

ARTICLE 12
OVERTIME

Section 28. Overtime compensation at the rate of time and one half (1 1/2X) the employee's base hourly rate of pay shall be paid under the following conditions:

a. For all time worked in excess of eight (8) hours in any one (1) day.

b. For all time worked in excess of forty (40) hours in any one (1) workweek as described above.

c. For hours worked prior to an employee's scheduled starting time when less than eight (8) hours has elapsed since his last previously scheduled quitting time. (There will be at least eight (8) hours between each employee's scheduled quitting time and his next scheduled starting time.)

d. For all hours scheduled and worked on the sixth and seventh day in a workweek by part-time employees who work less than forty (40) hours in that workweek. No employee shall be permitted to claim additional hours or schedules which would provide a six (6) or seven (7) day schedule during a workweek.

Section 29. No Pyramiding of Overtime. It is understood and agreed that there shall be no pyramiding of overtime and premium pay for the same hours of work.

ARTICLE 13
SUNDAY PREMIUM

Section 30. The premium rate for work performed on Sunday as such shall be time and one quarter (1 1/4X) the employee's regular straight-time rate of pay (exclusive of Courtesy Clerks). The Sunday premium, for hours worked up to eight (8), shall in no instance be offset against any weekly overtime which may be due under subparagraphs b and d of Section 28 because of the fact that the employee worked over forty (40) hours or thirty-two (32) hours in the particular workweek. The Sunday premium shall not be averaged into the employee's straight-time rate for the purpose of determining the rate upon which daily or weekly overtime is based in any workweek under Section 28 hereof. Sunday premium pay for current Courtesy Clerks will be their regular rate of pay plus fifty cents ($.50) per hour.

Employees hired on or after March 27, 2005 shall not be eligible for Sunday Premium.

Section 31. An employee whose straight-time scheduled shift begins on Saturday and continues beyond midnight on Saturday shall receive Sunday Premium Pay for those hours worked on Saturday, and such shifts in their entirety shall be the first shift of the new workweek.

Section 32. In those situations where an employee's straight-time scheduled shift begins at or after 8:00 p.m. on Saturday and continues beyond midnight on Saturday, the Employer shall not reschedule or reduce the hours of such employee for the sole purpose of avoiding the payment of such Sunday premium, though it is recognized that changes in the schedule may be necessitated by changes in business operations.

ARTICLE 14
TRAVEL PAY

Section 33. When an employee is transferred from one store to another store during his workday, reasonable time spent in traveling between said stores shall be considered as time worked. Assigned travel between stores in the employee's personal vehicle shall be reimbursed in the amount of the applicable IRS mileage reimbursement rate per mile or the rate paid to non-bargaining unit employees, whichever is greater, exclusive of travel to and from the employee's home. No employee will be required to use his personal vehicle to conduct Company business. Before an employee is permitted to use his/her personal vehicle for company business, the Employer shall have the employee sign a statement acknowledging his/her risk and certification of a valid drivers license and insurance coverage.

When an employee performs work outside of their bargaining unit, they shall be paid the applicable IRS mileage reimbursement rate or the rate paid to non-bargaining unit employees, whichever is greater.

ARTICLE 15
NIGHT PREMIUMS

Section 34. A premium of fifty cents ($.50) per hour shall be paid for all work performed between the hours of 12:00 midnight and 6:00 a.m. to all employees (excluding Courtesy Clerks).

All Courtesy Clerks shall receive twenty-five cents ($.25) per hour in addition to the hourly rate for all work performed between the hours of 12:00 midnight and 6:00 a.m.

Night premium shall not apply where the employee is working at overtime or on Sunday or on a holiday.

ARTICLE 16
HOLIDAYS AND HOLIDAY PAY

Section 35. All employees hired on or before March 26, 2005 who have completed their probationary period shall be paid for the following holidays whether or not they fall on what would normally be a workday for the employees involved: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. Such employees shall be entitled to two (2) personal holidays, which must be requested two (2) weeks in advance and approved by the Store Manager.

All employees hired on or after March 27, 2005 who have completed their probationary period shall be paid for the following holidays whether or not they fall on what would normally be a workday for the employees involved: Thanksgiving Day and Christmas Day. After two years of service, such employees shall be entitled to one (1) personal holiday, two (2) personal holidays after three (3) years of service and three (3) personal holidays after four years of service, which must be requested two (2) weeks in advance and approved by the Store Manager.

Section 36. The Employer may operate its stores, at its sole discretion, on any of the holidays recognized by this agreement.

Section 37. Personal Holidays. To be eligible for personal holidays during each calendar year, an employee must be on the payroll as of January 1 of each year. Such holidays must be taken during the respective calendar year. An employee whose employment terminates prior to having taken his personal holiday or who fails to take his personal holiday in the calendar year shall not be entitled to holiday pay. In

the event an employee fails to schedule his personal holiday by October 1 of the calendar year, the Employer will select a date and schedule such employee for his remaining personal holidays for that year. Further, personal holidays shall be granted by seniority, classification and store.

Section 38. When a holiday falls on Sunday, the following day shall be observed.

Section 39. Holiday Pay for Full-Time. As pay for an unworked holiday, regular full-time employees will be paid at straight-time for the number of hours they would normally have worked on the day in question, but not to exceed eight (8) hours. If the holiday falls on a day which would normally have been such employee's scheduled day off, he shall be paid eight (8) hours at straight-time as pay for the unworked holiday.

Section 40. Holiday Pay for Part-Time. Holiday pay for part-time employees who have completed their probationary period, and who otherwise qualify, shall be based on the number of hours worked in the calendar week immediately prior to the week in which the holiday occurs, divided by five. Provided the employee actually performs work in the calendar week immediately prior to the Holiday week, (unless on vacation or receiving sick pay for time not worked during such week or during the first thirty (30) days of an absence for which an employee is receiving Workmen's Compensation) the employee shall not receive less than three (3) hours holiday pay.

Section 41. Qualification for Unworked Holiday Pay. In order to qualify for pay for an unworked holiday, an employee otherwise eligible for such pay under the terms of this Article must work his regularly scheduled day immediately preceding the holiday, the holiday if scheduled, and his regularly scheduled day immediately following the holiday, unless he has been previously excused from such work by the Employer or unless he was prevented from working due to a bona fide illness. In any event, the employee must perform work during the week in which the holiday occurs, unless on vacation, or receiving sick pay for the time not worked during the week in which the holiday occurs, or during the first thirty (30) days of an absence for which an employee is receiving Workmen's Compensation.

Section 42. An unworked holiday, even though paid for under the terms of this Article, shall not be counted as a day worked for the purpose of computing overtime pay in a holiday week.

Section 43. Premium Pay for Holiday Work. For employees hired on or before March 26, 2005, when a holiday is worked, the employee shall be paid one and one-half (1-1/2) times his/her normal hourly rate of pay, in addition to the holiday pay provided herein. For employees hired on or after March 27, 2005, when a holiday (as defined above for such employees) is worked, the employee shall be paid one dollar ($1.00) per hour worked.

ARTICLE 17
VACATIONS

Section 44. All regular full-time employees, and all part-time employees, who were hired on or before March 26, 2005 and who have worked eight hundred thirty-two (832) or more hours in their anniversary year, covered by this agreement, shall receive one (1) week's paid vacation after one (1) year's service, two (2) weeks' paid vacation after two (2) years' service, three (3) weeks' paid vacation after five (5) years' continuous service, four (4) weeks' paid vacation after twelve (12) years' continuous service and five (5) weeks' paid vacation after twenty (20) years continuous service.

All regular full-time employees, and all part-time employees, who were hired on or after March 27, 2005 and who have worked one thousand forty (1,040) or more hours in their anniversary year, covered by this agreement, shall receive one (1) week's paid vacation after one (1) year's service, two (2) weeks' paid vacation after three (3) years' service, three (3) weeks' paid vacation after eight (8) years' continuous service.

Such vacation shall be paid at straight-time rates. The number of hours for which such employees shall be paid for a vacation week shall be the average number of weekly hours worked during the twelve (12) months immediately preceding the employee's anniversary date of employment not to exceed forty (40) hours pay for each week of vacation. Hours paid for vacations, holidays and sick leave shall be considered as hours worked for the purpose of computing vacation amounts.

Section 45. Effective January 1, 1991, the Employer will convert the employees' weekly vacation allotment to a daily vacation allotment by multiplying the number of weeks of vacation due by 5. The hours paid for each day of vacation will be based on the average weekly hours of vacation, as calculated in Section 44, divided by 5. Employees may be allowed to take vacation one day at a time, subject to approval by the Employer and based on the following requirements:

1. Daily vacation may not be scheduled through the annual sign-up procedure.

2. Daily vacation must be requested of the store manager in writing by Tuesday prior to the posting of the schedule for the week in which time off is requested.

3. Employees may not receive more than five days' vacation pay in any calendar week.

4. Not more than one (1) week (five (5) days) may be taken one day at a time per anniversary year.

5. Weekly vacation requests shall take preference over daily vacation requests.

6. The Employer shall submit daily vacation time to payroll the week it is taken, and the Employer shall make a bona fide attempt to pay the employee the following week. However, in no event shall it be more than two (2) weeks from the date of the request.

Section 46. Vacation Pay in Advance. An employee who has earned vacation on the basis of having completed an anniversary year shall receive his vacation pay during the workweek immediately preceding the employee's vacation, provided the employee has requested such in writing at least two weeks in advance of his vacation.

Section 47. In the event employees have their vacation pre-approved at least two (2) weeks in advance of their vacation and the employee's vacation check is not made available in accordance with the contract, a cash advancement, which approximates the net amount owed, shall be given to the employee at the store, provided the employee signs the cash advance voucher. The Company shall recoup the advancement from the employee's vacation check.

Section 48. Holiday During Vacation. If any one of the holidays enumerated in Article 17 hereof falls during an employee's vacation, the employee shall receive an extra day's vacation pay because of it.

Section 49. A vacation may not be waived by an eligible employee and extra pay received for work during that period, unless agreed by the Union and the Employer. Vacations must be taken during each anniversary year.

Section 50. Vacation Upon Lay Off of Termination. When an employee is laid off, or discharged, or leaves his place of employment, and at said time he is entitled to a vacation, he shall receive his vacation wages at the time of the layoff or discharge, or at the time he leaves his place of employment. Provided, however, that if such employee be discharged for proven dishonesty, he shall not be entitled to any vacation or vacation pay, whether the same has accumulated or not.

Section 51. In the event a regular full-time employee who has been employed two (2) years or longer voluntarily quits or is discharged for reasons other than proven dishonesty, such employee shall be paid pro rata vacation pay earned up to the time the employment relationship is severed.

Section 52. Vacation Scheduling. The Employer retains the right to determine the number of employees who may be on vacation at any given time. However, in no event shall it be less than one (1) person per store. If a dispute develops between employees as to vacation preference, seniority shall govern within the department, the classification and store. Any vacation weeks that become available after the posting of such roster shall be offered by seniority within the classification and store.

The Employer will post a notice December 1 of the prior calendar year, and the employees will sign the roster as to their choice of vacation. This list will remain posted for selection until January 31 of each calendar year.

Any employee who fails to sign such roster prior to January 31, will be permitted to take vacation at a time that will not interfere with the other employees' established vacation period(s).

When the vacation dates have been established, they will not be changed unless mutually agreeable between the employee and Employer.

Notwithstanding the above, employees who voluntarily transfer to another store or department after their vacation has been selected are subject to having their vacation rescheduled.

On a basis agreeable to both the Employer and employee, employees shall be allowed to schedule vacations from mid-week to mid-week. For purposes of this provision, mid-week shall be defined as a vacation starting and stopping Tuesday, Wednesday or Thursday. An employee shall be considered to have met the minimum scheduling requirements of this Article if the total of the hours worked and paid for vacation (and unworked holiday if applicable) for the two workweeks involved is equal to eighty (80) for a full-time employee, forty (40) or more for a part-time employee.

ARTICLE 18
MINIMUM WEEKLY SCHEDULE

Section 53. No employee shall be scheduled for less than twenty (20) hours in a workweek, if the employee is available.

ARTICLE 19
NO FREE WORK

Section 54. It is intended that there shall be no "free" or "time off the clock" work practices under this Agreement. Any employee found by the Employer or the Union to be engaging in such unauthorized practice

shall be subject to discipline. If employees are required to perform work at home, they will be paid for all work performed; however, in no event, shall it be less than four (4) hours.

ARTICLE 20
TIME CARDS

Section 55. In stores where time cards are used, employees shall be required to punch their own time card immediately before beginning work and immediately upon ending work. No employee shall have the right to punch another employee's time card.

In stores without time clocks, time cards shall be filled in daily by each employee. Any employee punching or filling another employee's time card shall be subject to immediate discipline.

Any employee scanning another employee's time card or completing the time exception form for another employee shall be subject to immediate discipline.

Time exception forms will be completed by a management person and signed by the employee involved for all time not recorded.

ARTICLE 21
SPLIT SHIFTS

Section 56. There shall be no daily split shifts, which are defined as two (2) working periods in the same day which are separated by more than a normal meal period.

ARTICLE 22
STORE MEETINGS

Section 57. All time spent by an employee actually attending any store meeting where his attendance is required by the Employer shall be counted as time worked with a minimum of two (2) hours at the applicable rate of pay when an employee is called back for such a meeting. In the event the employee is required to attend more than four (4) meetings per calendar year, the call-in provision in Article 23 shall apply.

ARTICLE 23
REPORTING PAY

Section 58. Any employee able to render required services shall, if called for work, be guaranteed an amount equal to four (4) hours' pay at his straight-time rate of pay. Employees working in two (2) stores of the Employer in any one (1) day shall receive a full day's pay for such work.

Notwithstanding the above, students and Courtesy Clerks able to render required services shall, if called for work, be guaranteed three (3) hours' pay, provided the employee is able and available to work the three (3) hours.

ARTICLE 24
LUNCH BREAKS

Section 59. Each employee who is scheduled to work in excess of five (5) hours in a day shall receive, on his own time, a one (1) hour lunch period, or upon mutual agreement between the employee and the

Employer, a one half (1/2) hour lunch period at approximately the middle of his workday. Individual employees' change of lunch period from one (1) hour to one half (1/2) hour, or vice versa, shall occur only at the beginning of a new work schedule.

Employees' scheduled lunch period will be set forth on the schedule, but the parties recognize it may be necessary to alter the lunch period schedule due to the needs of the business.

ARTICLE 25
RELIEF PERIODS

Section 60. The Employer will give employees a relief period of fifteen (15) uninterrupted minutes for each four (4) hour period worked, as near as practical to the middle of the four (4) hours. Notwithstanding the above, any employee whose work shift is seven (7) hours or more shall receive at least two (2) rest periods.

When an employee is required to work more than ten (10) hours in a day, he shall be entitled to a third relief period.

ARTICLE 26
PROBATIONARY PERIOD

Section 61. The first thirty (30) calendar days of employment shall be considered a trial period, during which time an employee may be terminated for any reason and he shall have no recourse to the grievance or arbitration procedures set forth in this Agreement concerning such termination.

This probationary period may be extended an additional thirty (30) calendar days by mutual agreement between the Employer, Employee and the Union.

ARTICLE 27
SENIORITY

Section 62. Seniority is the length of continuous employment with the Employer. Seniority shall be dated from the date the employee actually reports for work.

Section 63. If two (2) or more employees have the same seniority date, the employee who punches in first will be the more senior. In the event the Employer has no records available to determine who punched in first, the employee or the employees involved with the lowest sequence of the last four (4) digits of the social security number shall be considered to be the more senior.

Section 64. Where the Employer cannot fulfill its schedule needs from within the bargaining unit due to employees being on vacation, leave of absence, and/or in ski areas (Frisco, Vail and Steamboat Springs) during ski season and the Employer elects to use persons from outside the bargaining unit, the Employer will post a voluntary work list advising employees in other bargaining units of the opportunity to transfer into the affected bargaining unit on a temporary basis, up to ninety (90) days. The Employer will then select employees, by seniority, within the classifications needed and implement the temporary transfer. During this period, the employee(s) who is working outside their respective bargaining unit shall maintain their seniority and shall have all their seniority rights when they return to their respective bargaining unit.

Section 65. Termination of Seniority.
Seniority shall terminate for any of the following reasons:

1. Quit
2. Justifiable Discharge
3. Lay off of nine (9) months for employees with less than two (2) years of service; twelve (12) months for employees with two (2) or more years of service.
4. Failure to return to work in accordance with the terms of a leave of absence.
5. Failure to report for work upon recall after a lay off within five (5) days after date of mailing of recall notice sent by registered letter to the last address furnished in writing to the Employer by the employee.

Section 66. Seniority Lists. Bargaining unit seniority lists shall be provided to the Union not less than two (2) occasions during the calendar year, upon request by the Union.

Section 67. Definition of Full-Time Employee. A regular full-time employee is defined as an employee who has been hired as such or works forty (40) or more hours per week for at least four (4) consecutive weeks, in his home store, except for assignment to a forty (40) hour per week schedule as a result of the employee receiving any hours caused by other employees' absence for any reason. Scheduled hours of work voluntarily vacated by an employee (such as trading of hours) shall not be used for purposes of advancing an employee to full-time status. An employee who fails to maintain full-time status as a result of working less than forty (40) hours per week for reasons other than absence due to an approved leave of absence, or a reduced schedule resulting from an on-the-job injury for twelve (12) consecutive weeks shall be designated as a part-time employee.

Section 68. Assignment to Full-time Status. When a full-time vacancy, other than a four (4) week at forty (40) hour opening defined in Section 67, occurs and the Employer determines that such vacancy shall be filled by a full-time employee, the job vacancy for non-management positions shall be filled by the assignment of the most senior qualified employee of the classification who has signed the current full-time request list as provided for in this Agreement. Should management be unable to fill such vacancy from the list, then such vacancy shall be posted within the affected store for seventy-two (72) hours and management shall offer the full-time assignment to the senior qualified employee of the store and classification who signed the posting before hiring off-the-street.

Four (4) week at forty (40) hour openings shall be filled by the most senior employee within the store and affected classification who has signed the full-time request list as set forth in this Agreement. Should management be unable to fill such vacancy from the list, then such vacancy shall be posted within the affected store for seventy-two (72) hours and management shall offer the full-time assignment to the senior qualified employee of the store and classification who signed the posting before hiring off-the-street.

Notwithstanding the above, the Employer may transfer a full-time employee from another store to fill a vacancy in lieu of advancing an employee to full-time status under this Article.

Employees with three (3) or more years of service may sign the full-time request list during the first fifteen (15) days of January and the first fifteen (15) days of July to be considered for advancement to full-time effective with the first workweek in February and August respectively. Such request shall state the quadrant(s) the employee desires assignment to. The Employer will send the Union a copy of the new full-time request list.

If an employee is offered assignment to full-time status and accepts or declines the same, his/her request shall be voided.

The Employer shall not make assignments of full-time status to a probationary employee or to an employee on leave of absence.

Section 69. Voluntary Reduction to Part-Time. A full-time employee, who has requested and has been assigned a part-time schedule, shall immediately be classified as part-time.

Section 70. Promotions. The Employer agrees to make promotions to non-management, non-APC classifications to the most senior qualified employee within each store. Management will post a list of openings within the store on Monday. Employees may sign the posting and be considered for promotion. The posting shall remain posted through midnight Wednesday. The Company shall offer the promotion to the senior qualified employee within the store prior to hiring off-the-street. Floral clerks, Pharmacy Technicians, Bakery Production employees, and Cake Decorators may be assigned at management's discretion.

For purposes of this section, a promotion is an assignment to a classification which has a higher "journeyman" or "thereafter" rate than the classification being vacated by the involved employee.

For All Purpose Clerk (APC) positions, management shall fill the opening with the most senior qualified employee in the bargaining unit who has previously signed the promotion request list as described below. An employee who is desirous of promotion to All Purpose Clerk (APC) may sign the promotion request list during the first fifteen (15) days of January and the first fifteen (15) days of July to be considered for promotion effective with the first workweek in February and August respectively. Such request shall state the quadrant the employee is desirous of promotion to. The Employer will send the Union a copy of the new promotion request list. If the list is exhausted for a particular store or quadrant, then management will post the opening within the store and allow employees of the store, regardless of their seniority date, to request promotion. The Company shall offer promotion to the senior qualified employee within the store prior to hiring off-the-street.

If an employee is offered and accepts or declines the same, he/she will have his/her request voided. An employee accepting a promotion must hold such position for six (6) months before being eligible to sign up and accept another promotion.

The Employer shall not make promotional assignments to probationary employees or to an employee on a Leave of Absence.

Section 71. Probationary Period For Promotions. When any employee is promoted to a higher classification, he shall be on probation for thirty (30) calendar days if full-time, forty-five (45) calendar days if part-time. If an employee is unsuccessful during probation, the employee will be returned to his prior classification with regard to position and status.

Section 72. Demotion for Just Cause. Except under the provisions of Section 74, no employee shall be demoted from a higher classification without just cause.

ARTICLE 28
UNSCHEDULED OVERTIME

Section 73. Unscheduled Overtime Hours. Daily overtime not previously scheduled shall be offered in seniority order within the department, the classification and the store, to the employees present when the need for overtime arises. Nothing herein shall be construed to require the scheduling of overtime when another employee's scheduled hours can be extended or part-time employees may be called in without overtime penalty. Hours unclaimed under this procedure may be assigned in reverse order of seniority among those employees within the department within the classification within the store present when the need for overtime arises.

Overtime assignments of four (4) hours or more may be filled by calling in employees, in seniority order, within the classification and the department on their non-scheduled day without violating this Section.

ARTICLE 29
LAYOFFS

Section 74. Layoffs. When a reduction in the workforce is necessary, as opposed to a reduction in hours, the following procedure shall be used:

Layoff will begin in departments (checker, day stocker, night stocker and produce for All-Purpose Clerk classification) in the classification to be affected in reverse seniority order. The affected person shall be notified and given the following options:

(a) Displacing a less senior employee in the same classification in the store, if the affected employee is qualified for such position.

(b) Displacing the least senior employee within the same classification within the bargaining unit, if the affected employee is qualified for such position. (With regard to booth assignments, and floral designers (most senior by store), an employee must be qualified to exercise the rights herein.)

(c) Displacing the least senior employee in a lower classification within the same store, if the affected employee is qualified for such position. (With regard to booth assignments and floral designers (most senior by store) an employee must be qualified to exercise the rights herein.)

(d) Accepting the layoff. Such employee shall receive the rate of pay for any lower classification to which he moves under this procedure. Employees on medical leave of absence, and subject to layoff, shall be placed on layoff until such time as they are released to return to work. The affected employee shall be given his/her layoff options immediately upon his/her release to work.

(e) If within the first eight weeks of operation of the new store the Employer determines that it needs to lay off employees from that store, said layoffs will take place in accordance with Article 29, except that employees who have transferred into the new store shall have the right to return to their prior store.

Section 75. Employees Accepting a Lower Classification. Laid off employees, and employees who accept a job in a lower classification in lieu of layoff, shall be recalled as needed, in order of seniority, to jobs they are qualified to perform. Employees recalled from layoff may refuse recall if the store being offered is more than ten (10) miles from their previous store (i.e., the employee will maintain recall rights). The

Company shall provide employees with a form, at time of layoff, to indicate their desires in this regard. It is understood that employees may change this election during a layoff. However, the changes and/or refusals shall be limited to two (2) per layoff. The Employer shall not hire a new employee or promote an existing employee into a position for which a laid off employee or employee who accepts a job in a lower classification is qualified and available to perform.

Section 76. Employees Accepting Layoff. An employee accepting a layoff, rather than accepting a job in a lower classification, may inform the Employer in writing at the time of the layoff of his desire to be recalled to a lower classification and such notification shall be honored when a vacancy occurs. Employees recalled from layoff may refuse recall if the store being offered is more than ten (10) miles from their previous store (i.e., the employee will maintain recall rights). The Company shall provide employees with a form, at time of layoff, to indicate their desires in this regard. It is understood that employees may change this election during a layoff. However, the changes and/or refusals shall be limited to two (2) per layoff. The notice shall specify the lower classification to which the employee desires recall. It is understood that any employee on layoff from the classification where the vacancy occurs shall have preferential rights to such vacancy.

Whenever a full-time employee is laid off, in accordance with the collective-bargaining agreement, and is recalled to a part-time schedule at a store different than the one the employee was laid off from, the following procedures will apply:

a. The employee will be notified that he or she can accept the position, working reduced hours, or can stay on layoff until a full-time position within the bargaining unit is available. The employee will also be notified that if the employee remains on layoff for a period of nine (9) months or twelve (12) months, whichever is applicable, the employee's seniority will be terminated. The Company will have the employee sign a form acknowledging that he or she was informed of the same or will send a letter confirming this fact to the employee.

b. If the employee accepts the part-time position, he or she will retain his or her full-time status unless he or she is scheduled and works less than forty (40) hours per week for twelve (12) consecutive weeks. If the employee works, or is scheduled forty (40) hours during any of the twelve (12) consecutive weeks, that employee will not have his or her hours reduced unless and until the Company has followed the reduction in hours provision of the contract. If an employee works or is scheduled forty (40) hours, the twelve (12) week period will start over. Further, if a forty (40) hour position becomes available, it will be offered, in seniority order, to full-time employees on layoff and full-time employees working reduced hours before a new employee is hired or an existing employee is granted full-time status.

c. If an employee is reclassified as part-time, he or she will be immediately placed on the full-time request list, in accordance with his or her seniority, without regard to bid periods.

d. The full-time employees working reduced hours shall be able to utilize the second (2nd) week bump as set forth in the collective-bargaining agreement.

e. Employees working reduced hours shall be able to maximize their hours in accordance with the applicable provisions of the collective bargaining agreement.

Section 77. Courtesy Clerk Options. The above notwithstanding, the options of a Courtesy Clerk shall be limited to displacing the shortest service Courtesy Clerk in that store or accepting the layoff. (Courtesy Clerks with three (3) or more years of service may displace the least senior Courtesy Clerk in the bargaining unit.)

ARTICLE 30
TRANSFER FROM STORE TO STORE

Section 78. Transfers from Store to Store. Transfers from store to store shall not be made or denied for capricious, arbitrary or discriminatory reasons. Employees desiring a transfer to another store within the bargaining unit, in order to be near their residence, may indicate their desire for transfer in writing to their Store Manager. Such transfer requests will be considered at the time an opening occurs within their classification and status.

ARTICLE 31
NEW STORE LANGUAGE

Section 79. In the event of the opening of a new store within the bargaining unit (including a replacement of an existing store), the following procedure shall apply:

1. At least four (4) weeks prior to the opening of a new store, the Employer will post a sheet in each location for interested employees to sign if desirous of a transfer to the new location. The sheet shall remain posted for at least ten (10) days.

2. Job openings either at the new store or created by transferring employees at their former store shall first be filled by employees on layoff in the classification of the vacancy before any new employees are hired or current employees are promoted.

3. Employees who have signed the new store transfer request sheet shall be given consideration based on their qualifications and the requirements of the store. It is understood that the Employer may move employees from its own competitive stores which may be impacted by the new store opening before consideration of other employee desires.

4. In the event the Employer opens new stores within the geographical area of this Agreement, as set forth in Article 1, not less than sixty percent (60%) of the initial staffing of the new store shall be made by employees covered by this bargaining Agreement, if available.

ARTICLE 32
LEAVES OF ABSENCE

Section 80. Sickness, Injury or Pregnancy. Leaves of absence shall be granted for up to eighteen (18) months without pay when an employee with three (3) months of continuous service is unable to work because of bona fide sickness, accident, disability, or pregnancy. However, in the event such an employee is unable to return to work at the end of eighteen (18) months of his leave period, he shall be entitled to an additional leave of six (6) months if he submits satisfactory medical evidence that he will be able to return to duties within his classification within the said additional period.

Section 81. Personal Leaves. Leaves of absence without pay for reasonable periods not to exceed thirty (30) days may be granted by the Employer to employees who have completed one (1) year of service for other reasons mutually agreed to between the Employer and the employee. The thirty (30) days period may be extended by an additional thirty (30) days by mutual agreement between the Employer and employee.

Section 82. Military Leave. All seniority granted employees under the terms of this Agreement shall be subject to the rights granted by law to the employees volunteering, called or conscripted for active military service under the National Guard Act of 1940 and the Selective Service Act of 1942, and any additions or amendments thereto, or rulings and interpretations thereof by any authorized court or agency.

Section 83. Leave of Absence for Care of Newborn or Adopted Child. For employees with one (1) year of continuous service in the bargaining unit, a Leave of Absence for either parent shall be granted without pay for a period of up to twelve (12) months for the purpose of Newborn or Adopted Child Care. The employee shall be guaranteed reinstatement in accordance with seniority. An employee who wishes to change his or her date of return to work shall notify the Store Manager two (2) weeks in advance and shall be returned to work as set forth above. The Leave of Absence for either parent must end no later than twelve (12) months from the date of birth or date of adoption. The Employer may require verification of the parent relationship to the newborn or to the adopted child.

Section 84. Leave of Absence for Family Care. A family care leave, without pay, shall be granted, upon request by an employee for a total of up to six (6) consecutive months within a two (2) year period. The employee requesting the leave must have a minimum of one (1) year's continuous service in the bargaining unit at the time of the request. The employee shall be guaranteed reinstatement in accordance with their seniority at the end of their leave. Any employee who wishes to change his or her date to return to work shall notify the Store Manager two (2) weeks in advance of the date they intend to return. The purpose of this leave shall be to care for seriously ill family members. For the purpose of this leave, "Family members" shall be:

1. Spouse and parents of the employee.

2. Biological or adopted unmarried children under nineteen (19) years of age and full-time students up to age 23.

3. A child of any age who is incapable of self-support.

4. Any relative residing in the employee's home and dependent upon the employee for care.

The employee shall be required to present satisfactory evidence of serious illness of the family member, the expected duration of the absence, and the reasons for the employee's involvement.

Section 85. Union Leave. Leaves of absence without pay for Union business not to exceed six (6) months may be granted by the Employer to employees who have completed one (1) year of service. The six (6) months may be extended by an additional six (6) months by mutual agreement between the Employer and employee.

Section 86. Request for Leave of Absence. All leaves of absence must be requested in writing to the Store Manager unless the employee is physically disabled to the extent that such advance request is not possible and shall state: (1) the reason, (2) date leave is to begin, and (3) expected date of return to work. Leaves of absence shall be granted in writing in advance and a copy shall be given to the employee.

Section 87. Returning from Leave of Absence. The employee must be qualified to resume his regular duties upon return to work from an approved leave of absence. A doctor's certificate verifying that the employee is able to resume his normal duties may be required. The employee shall be returned to the job previously held, or to a job comparable with regard to rate of pay no later than on the first (1st) weekly

schedule, provided the notice of intent to return to work is received prior to 9:00 a.m., Wednesday of the week preceding the next available schedule.

ARTICLE 33
BEREAVEMENT LEAVE

Section 88. Upon request, an employee covered by this Agreement shall be granted the necessary time off with pay at his regular straight-time rate of pay in order to make arrangements for and/or attend a funeral occasioned by a death in his immediate family. Such time off with pay shall in no event exceed three (3) regularly scheduled working days. The immediate family is defined as the employee's father, mother, grandparents, grandchildren, spouse, children, father-in-law of current spouse, mother-in-law of current spouse, brother-in-law of current spouse, sister-in-law of current spouse, brother, sister, **step-parents** and step-child. Payments shall not be made hereunder where the relative's death occurs while the employee is on vacation or on a leave of absence.

Additional time, without pay, shall be granted as is needed by the employee up to 7 days.

Section 89. If an employee is notified of the death of his spouse, parent, child or grandchild while at work, he shall be granted the remainder of the day off and paid for scheduled work hours that day. This shall not be counted as part of the above three (3) days. Employees must attend the funeral in order to qualify for pay, and the Employer may require satisfactory evidence confirming the relationship to the deceased person.

Section 90. No schedule shall be changed for the purpose of making the employee's day off replace a day that would otherwise have been paid for under these provisions.

ARTICLE 34
JURY DUTY

Section 91. Whenever any employee covered by this Agreement is required to serve on a petit jury during his regular working hours, the Employer agrees to pay such employee the difference between what he is paid for serving on the jury and what he would have received from the Employer in straight-time pay had said jury duty not prevented him from being at work. On any scheduled work day, the employee shall promptly report to complete any remaining hours of his scheduled work day; provided, no employee shall be required to so report for work on any day on which he has served and been compensated by the court for at least eight (8) hours' jury duty, nor shall any employee who reports back to work under this Section be required to work more than ten (10) hours, less the number of hours for which he served and was compensated for jury duty by the court on that day. The Employer may require a statement from the court certifying attendance.

Section 92. When the Employer requests an employee to appear in court, he shall be compensated at his regular straight-time hourly rate of pay for such time.

ARTICLE 35
SICK LEAVE

Section 93. All employees (Courtesy Clerk coverage set forth below) who normally work one hundred four (104) hours a month or more and who have been continuously employed by the Employer for a period of one (1) year shall be credited with the equivalent of six (6) days' sick leave with pay.

Courtesy Clerks who normally work or are scheduled forty (40) hours per week shall be eligible for sick leave benefits.

Unused sick leave shall be cumulative, and after the first year of continuous employment, said employees shall accumulate unused sick leave at the rate of one-half (1/2) day per month for each month of continuous employment in which they work one hundred four (104) hours, but not to exceed a maximum accumulation equivalent to sixty (60) full days.

A doctor's certificate or other authoritative verification of illness may be required by the Employer. Said sick leave is to commence on the second (2nd) workday's absence for sickness or non-occupational injury, or on the first (1st) workday's absence if the employee has accumulated sick pay of two hundred forty (240) hours or greater, or is hospitalized and shall be paid at the rate of one hundred percent (100%) of a day's pay for each workday's absence thereafter until such sick benefit allowance is used up.

For the purpose of full-time employees, one hundred percent (100%) of a day's pay shall mean eight (8) hours' pay at the employee's regular classification rate for those days which the employee would have worked had the disability not occurred, calculated at straight-time. The waiting period herein provided, before one hundred percent (100%) of a day's pay commences, shall apply for each illness or non-occupational injury in case the sick benefits allowance has not been used up on previous illnesses or non-occupational injuries.

Sick leave shall be paid to part-time employees who normally work one hundred four (104) hours a month or more on the basis set forth on a pro rata of total hours worked during the year preceding the anniversary date as a ratio to two thousand eighty (2080) hours.

Sick leave benefits are not convertible to cash.

Any unused sick leave which an eligible employee has accumulated under prior contract sick leave plans shall be credited to him for use hereunder provided the total accumulation under said prior contract sick leave plans, and the plan herein provided shall at no time exceed the limit provided in the third paragraph of this Section.

Section 94. Employees hired on or after March 27, 2005. Employees hired on or after March 27, 2005 who have completed three (3) consecutive years of employment shall commence accumulating sick leave credit of up to two (2) hours for each month that such employee works at least one hundred twelve (112) hours in a four week month or one hundred forty (140) hours in a five week month. Such credit shall be determined by dividing the actual hours worked for such month by one hundred sixty (160) hours (in a four week month) or two hundred (200) hours in a five week month times two (2). Unused sick leave shall not exceed a maximum accumulation of sixty (60) hours. Sick leave shall be paid as provided in the preceding section, except sick leave shall not commence until the third (3rd) full workday's absence. There shall be no first (1st) or second (2nd) day sick leave for these employees.

ARTICLE 36
INJURY ON JOB

Section 95. When an employee is injured on the job, there shall be no deduction from the employee's pay for the day in which the employee was injured and reported for medical care.

ARTICLE 37
CHILD CARE DISCOUNT PROGRAMS

Section 96. Safeway Inc. agrees to participate with United Food and Commercial Workers, Local No. 7 on discount programs established with local child care facilities.

ARTICLE 38
401K PLAN

Section 97. The Company agrees to provide a 401K plan for employees covered by this Agreement when it is made available from the Company.

ARTICLE 39
HEALTH AND WELFARE COVERAGE
(Medical, Surgical, Hospital, Dental,
Prescription, Vision and Life Insurance)

Section 98. Trust Fund. The Rocky Mountain UFCW Unions and Employers Health Benefit Trust ("Health Benefit Trust") is a trust fund jointly administered by an equal number of Trustees representing the Employer and the Union. All contributions provided for in this Article will be paid into the Health Benefit Trust. The Trust Fund is to be jointly administered by an equal number of Trustees representing the Employer and the Union. There shall be three (3) Plans of benefits, Plan A, Plan B and Plan C with contributions as provided herein. As a condition of receiving the contributions provided above, the Trustees of the Plan will:

1. Establish Plan(s) of benefits, which can be supported by the contributions provided in this Agreement, and

2. Maintain the Trust in a fully funded status as provided herein and in the Trust Agreement.

The Trustees shall establish a separate accounting of income and expenses for participants of the Fund who agree in their collective bargaining Agreements to a fixed contribution rate. The Trustees are expressly prohibited from using the contributions of the Employer's contributing on fixed contribution rate basis to pay benefits for participants of other employer's who have not adopted these fixed contributions.

Employer Contributions and Benefit Levels - The Employer agrees to contribute the following amounts per month for each eligible employee.

Employees hired on or before March 26, 2005

	PLAN A	PLAN B
Effective June 1, 2009 (May hours)	**379.02**	**303.21**
Effective June 1, 2010 (May hours)	**447.63**	**358.10**
Effective June 1, 2011 (May hours)	**602.71**	**482.17**
Effective June 1, 2012 (May hours)	**807.14**	**645.70**

Employees hired on or after March 27, 2005

	PLAN A	PLAN B	PLAN C
Effective June 1, 2009 (May hours)	**326.04**	**260.84**	**164.32**
Effective June 1, 2010 (May hours)	**385.07**	**308.06**	**194.07**
Effective June 1, 2011 (May hours)	**518.48**	**414.79**	**261.30**
Effective June 1, 2012 (May hours)	**694.33**	**555.47**	**349.93**

Employee Co-Premiums: Employees who are eligible to participate and enroll in the Health Plan shall as a condition of such participation make a monthly co-premium payment equal to $5.00 per week if enrolled in employee only coverage, $10.00 per week if enrolled as employee plus spouse or employee plus children and $15.00 per week if enrolled in family coverage. Such co-premiums shall be made by payroll deduction and forwarded to the Trust Fund on a monthly basis by the Employer.

Enrollment and Eligibility: **Effective calendar year enrollment period beginning January 1, 2010, the Plan shall conduct an annual enrollment in accordance with the following procedure.**

General Rule

- **Currently Enrolled**
  - **If enrolled for 2009 and no changes desired - need not do anything – terms of enrollment for 2009 remain in effect until coverage under the Plan terminates or until changes desired.**
  - **If enrolled and changes desired - need to timely complete new enrollment form on same basis as in prior years.**
  - **If not enrolled for 2009, but want to enroll for 2010 or for a subsequent year, need to timely complete enrollment form on same basis as in prior years.**
- **Newly eligible employee must initially make a positive election to enroll in the Plan. Terms of initial enrollment will remain in effect until coverage under the Plan terminates or until changes desired.**

Special Rules

- **Newly eligible employees – must enroll within 90 days.**
- **Current special enrollment event rules that remain in effect**
- **Newly acquired dependent – must enroll within 30 days. The effective date of coverage will be:**
- **Marriage – the date of marriage.**
- **Birth of a dependent – the date of birth.**

- Adoption or Placement for Adoption of Dependent – date of adoption or placement for adoption.

    - Employee or dependent lose coverage under another plan – must enroll within 30 days (Exception: If loss of coverage is under this Plan, individual has 60 days to enroll under Plan). The effective date of coverage will be the first day of the month following the termination of coverage.

- Special disenrollment rules that remain in effect:

    - Dependent spouse becomes covered under spouse's employer's plan or employment status so that the spouse is no longer eligible to participate in a health plan sponsored or maintained by his/her employer - Plan must be notified within 60 days of spouse's coverage to discontinue payment of working spouse fee. The cessation of the working spouse fee is prospective only.

    - Disenrollment – if dependent loses status as eligible dependent or an employee or dependent becomes covered under another plan – must disenroll within 60 days of event causing loss of coverage or effective date of coverage under another plan. The reduction in the weekly payroll deduction is prospective only.

- New procedures/rules.

    - Administration office will need to do semi-annual verification of continuation of student status of known students plus any child who attains age 19 in the spring and fall of each calendar year.

    - For first claim filed by spouse each calendar year, administration office will need to verify working status of spouse and if working, determine if covered by employer's plan.

- Continuation of Rule Regarding Special Enrollment Events

    - Employees currently enrolled in the Plan shall continue to be enrolled in the Plan unless they made a positive election to discontinue their enrollment or change their coverage. A discontinuation in coverage may be made within sixty (60) days of a special enrollment event as defined by the Plan. Administrative office will need to do semi-annual verification.

Employees must initially make a positive election to enroll in the Plan. Enrollment is for the entire plan of benefits for the Plan and an employee's failure to make an initial positive enrollment into the Plan shall result in such employee being ineligible for all benefits of the Plan for the remainder of the calendar year or until there has been a special enrollment event as provided in the Plan's Rules and Regulations, whichever occurs first.

The administrator of the fund will use the enrollment data in order to establish the eligibility of employees and their dependents for participation in plan coverage. None other than those employees contained on the enrollment report shall receive benefits from the Trust without the express authorization of the Trustees. The administrator will promptly notify the Trustees in writing of any instances where coverage has been provided to persons who are not included in the enrollment data, or where a claim for payment has been submitted by or on behalf of such person.

The Fund will audit its enrollment and claims records at least once within each 24 month period to ensure that no employees of the Employer, or the dependents of such employees, are participating in plan coverage for which they are not eligible and to ascertain that claims and other plan expenses are being paid in accordance with the Plan's provisions.

Initial Eligibility – Part-time employees hired before March 27, 2005 who on March 26, 2005, have met the initial eligibility requirement for benefits under the Trust will continue to be eligible for coverage provided the employee enrolls in the Plan beginning in 2005, and further provided the employee has made the required employee co-premium payment. Such employees shall continue to be eligible for Plan A if such employee was eligible for Plan A on March 26, 2005. Employee's who were eligible for and were participating in Plan B on March 26, 2005, shall participate in Plan B until such employee has been covered under such Plan B for 24 months. Thereafter, such employee may advance to Plan A provided they continue to enroll and meet the eligibility requirements of the Plan. Employees hired on or before March 26, 2005, who are not eligible for coverage as of March 26, 2005 shall be required to meet initial eligibility for Plan B, and subsequent eligibility to begin participation in Plan A, as provided in the predecessor agreement which terminated in 2004.

All part-time employees (excluding Courtesy Clerks) **and their eligible dependents** hired on or after March 27, 2005 shall, beginning the first of the month following 12 calendar months of employment **(but not before January 1, 2010 with regard to their eligible dependents)**, be eligible to enroll and participate in the Health Plan, under the Health Plan C. Upon completion of the first (36) months of eligibility under Plan C, such employee and their eligible dependents may enroll in Plan B for the next (36) months of eligibility under Plan B. Thereafter, provided the employee continues to maintain eligibility, such employee and their eligible dependents may enroll and participate in Plan A.

Full-time employees (excluding Courtesy Clerks) shall on the first of the month following 3 months of employment, be eligible to enroll with their eligible dependents in Plan B, and after (36) months of eligibility under Plan B, shall be allowed to enroll with their eligible dependents in Plan A.

Courtesy Clerks hired on or after March 27, 2005 shall, beginning the later of the first of the month following thirty-six (36) months of employment or attaining the age of nineteen (19), be eligible to enroll and participate in the Health Plan on an employee only basis under the Health Plan C. Upon completion of the first thirty-six (36) months of employee only eligibility under Plan C, such Courtesy Clerks and their eligible dependents may enroll in Plan B. Such Courtesy Clerks shall not be eligible to progress to Plan A.

On-going Eligibility – After satisfying initial eligibility requirement provisions and enrollment in the Health Plan, the employee must continue to meet the monthly on-going eligibility requirements as a condition of continued participation in the Health Plan. Enrolled employees who work (80) hours in a (4) week month or (100) hours in a (5) week month shall be eligible for coverage on a lag month basis. For the purpose of this Article, hours worked shall include hours paid directly by the Company for holiday, vacation, **jury duty, funeral leave, and sick leave.**

Employees shall continue to be eligible for benefits provided they enroll for coverage in accordance with this Article. In any event, all employees must continue to meet all eligibility requirements of the Plan as a condition of continued eligibility.

Trust Plan Changes The Trustees, on the earliest possible date not later than June 1, 2005, shall revise the plan of benefits to include:

1. The Plan's current coordination of benefit provision and credit balance system shall be replaced with a coordination of benefit provision that limits payment to the maximum payable under the Plan.

2. The Plan shall adopt a fee of $100 per month for a spouse of a covered employee who is eligible to enroll in health coverage at their employer, but fails to do so, as a condition of enrollment in this Plan.

3. Adopt the long term funding policy contained herein.

4. The Parties agree to adopt true managed care approaches to providing mental/nervous and physical benefits under the Plan. The Plan Administrator should not perform such managed care.

5. The Parties will adopt cost control measures that will aid the Fund in managing costs within the contributions provided by the Employers and Participants to this Plan.

Effective January 1, 2010, the Trustees of the Plan shall be directed to adopt the following modifications to the active plan(s) of benefits:

Health and Care Management

Direct Trustees to Implement Integrated Health and Care Management Programs. The programs shall be designed to progress over the term of the Agreement to "best-in-class" levels with respect to the key characteristics listed below:

- **Quality education campaign for all participants**
- **Superior participant communications, including robust web tools**
- **Superior participant information tools**
- **Analytics measuring participation, compliance, and results**
- **Very strong comprehensiveness of programs**
- **High levels of integration**
- **Strong physician behavior change mechanisms**
- **Significant levels of medical and drug trend reduction**

1. **Establish a health risk assessment questionnaire to be completed annually. If employee and spouse complete annually, such employee's co-premium to the Plan shall be reduced $5 per month for each employee and spouse (max $10) for that enrollment's calendar year. An HRQ must be completed each year during enrollment to be eligible to receive the HRQ incentive for each year. During the term of this Agreement, the Trustees may, by mutual agreement, reallocate the HRQ incentive amounts provided above.**

2. Establish 24-hour nurse call-in line and/or medical decision support.

3. Develop a medical management program that targets high-risk participants with chronic diseases such as diabetes, obesity, asthma and cardiovascular disease. In order to encourage participant engagement in such programs and to enhance the goal of improving health status a series of incentives must be developed.

   There is recognition that incentives may take various forms and will likely evolve and change over time based on program experience with a goal of maximizing program effectiveness and reducing health costs and medical trend. The initial focus will be a thorough educational campaign in connection with program roll out.

4. Establish free and/or reduced cost educational programs such as:

   a. Weight management
   b. Smoking cessation
   c. High Cholesterol

5. Reduce prescription drug co-pays as shown below for participants taking maintenance drugs (and related supplies which require a prescription) for certain disease states which would include categories of drugs such as:

   a. Hypertension
   b. High cholesterol
   c. Diabetes control drugs
   d. Asthma
   e. Glaucoma
   f. Osteoporosis

Drug Class	Co-Pay
Generic	$2.50
Formulary Brand	$10
Nonformulary Brand	$20

   It is understood that the Plan's consultants will continue to evaluate the effectiveness of including these scheduled drug categories on Plan costs and based on their recommendations the Trustees may remove drugs from this list and/or add other categories of drugs consistent with the objective of increasing compliance with prescribed drug therapies which will lower plan costs and trend.

6. Complex/Catastrophic Care Management to provide case management of the entire health care and treatment for participants with high-risk health conditions.

7. **Preventive health care at medically appropriate times (see below)**

Service	PPO coverage (In-network)
Mammography	Plan pays 100%
Routine Annual Physical Exam	Plan pays 100%
Well-baby care	Plan pays 100%
Childhood Immunizations	Plan pays 100%
Papanicolaou (Pap) smear and pelvic examination	Plan pays 100%
Prostate specific antigen (PSA) testing	Plan pays 100%
Colonoscopy	Plan pays 100%

Utilize nationally recognized guidelines as a basis for coverage.

Long Term Funding Policy

1. The parties recommend to the trustees that a Minimum Reserve Requirement be established equal to IBNR reserves plus a lag month reserve. The Fund consultants shall calculate the IBNR and lag month reserve requirement at least once every twelve months beginning on (date) and report these amounts to the Trustees at their next regularly scheduled meeting. Any withdrawing employer shall reimburse the Fund for their participants claims run off.

2. If the market value of the assets at any twelve-month review point is ever below the calculated minimum reserve requirement level as calculated by the Fund consultants, then the Fund consultants shall prepare recommendations for benefit plan redesign and/or employee co-premium contributions such that the dollar amount of any such deficiency will be fully recovered by the end of the 12-month period beginning after the trustee meeting in which the deficiency is first projected.

3. No changes are permitted that would violate any contractual agreement between the Fund and any third party vendor.

4. If the Fund consultants cannot agree on a recommended plan of benefit redesign and/or employee co-premium contributions, and the Trustees cannot agree to a corrective action plan, by virtue of deadlock motions, then the trustees must act to adopt the recommended corrective action plan that has the least adverse impact on plan participants, however, one set of Trustees may exercise the Fund's dispute resolution procedure on an expedited basis to determine if other corrective actions must be taken.

5. The minimum reserve target defined above is solely meant to be a "floor". It is not also a "ceiling". That is, no Trustee action is required or expected in the event that reserve levels are above the minimum reserve target.

Extended Benefits. An employee who has been eligible for benefits for six (6) months or more immediately prior to becoming physically disabled and thereby unable to work, shall continue to be eligible for benefits during his continuing period of disability, up to a maximum of six (6) months.

Courtesy Clerk Coverage. Courtesy Clerks who are qualified for coverage under any other Plan as a dependent are not entitled to benefits under the Health Benefit Trust; except that under the coordination of

benefits provision as established by the Trustees, where a Courtesy Clerk is covered as a dependent under any other "Plan," shall be considered the primary carrier and this Health Benefit Trust shall be considered as secondary carrier.

Retiree's Benefits. The Employer will contribute eighteen dollars and thirty-four cents ($18.34) per month per eligible active bargaining unit employee, covered under this Agreement, in the Health Plan to subsidize the self pay costs of providing Health and Welfare benefits to eligible retirees under the Rocky Mountain UFCW Unions and Employers Health Benefit Plan (the "Retiree's Health Plan").

Effective for employees who retire on or after October 1, 1996, the eligibility requirements for participation in Retiree's Health Plan shall be:

Employees retiring on or after October 1, 1996, must have a combined total of 15 years of service and have attained age 50, or be totally disabled, at the time of his termination of employment.

ARTICLE 40
NON-DUPLICATION OF BENEFITS

Section 99. In the event that any law or government regulation requires any payment from the Employer for benefits which would replace, supplement or modify the Health and Welfare, Dental, Pension or other benefits provided hereunder this Contract, the parties will upon thirty (30) days notice, by either party, meet and negotiate new provisions pertaining to such affected benefits.

ARTICLE 41
PENSION

Section 100. Employer Contributions. **Effective January 1, 2010 (December hours) for all employees covered by this Agreement, the Employer shall pay eighty two cents ($0.82) per hour for all hours worked at straight time (including hours worked on Sunday, vacation and holiday hours paid) into the Rocky Mountain UFCW Unions and Employers Pension Plan, which shall be jointly administered by the Union and the Employer by an equal number of trustees as provided in an agreement establishing such Pension Fund. Though no contributions are required on Courtesy Clerks, except as set forth below, they shall be granted past service credits if promoted from the Courtesy Clerks classification.**

In the event the New Hire Benefit goes into effect as provided herein, then effective with hours worked after the adoption of such Benefit, the Employer shall pay an additional seven cents ($0.07) per hour for all hours worked at straight time (including hours worked on Sunday, vacation and holiday hours paid) to fund the benefit.

Section 101. Courtesy Clerk Contributions. Pension contributions will be made on behalf of all Courtesy Clerks with ten (10) years or more of continued service with the Employer. Pension contributions shall be made as set forth above. All hours worked as a Courtesy Clerk prior to the time contributions are required will count towards pension eligibility and credits.

Section 102. Long-Term Funding Policy

1. The trustees shall, no later than April 1, 2005, adopt the following Long Term Funding Policy. Such Long Term Funding Policy shall be applicable for plan year 2005 and subsequent plan years. Effective as of March 27, 2005 and commencing with the April contribution payment, the employers will increase

the hourly contribution by $.15 per hour from $1.05 to $1.20 for employees hired before ratification.

This $0.15 per hour increase in contribution is a "supplemental" contribution dedicated solely to improving the funding of the pension plan, will not be used to increase benefits and will be discontinued at the times set forth in paragraph 2.

2. This supplemental contribution shall continue to be made until the earlier of such time the Plan reaches a financial state whereby either: (i) the funding ratio of the Plan (actuarial value of assets over actuarial liability) is at least 100%; or any contribution of the employers would not be deductible for federal income tax purposes in the year in which it is required to be made. However, unless changes are needed to support contribution deductibility, no changes shall be made when the Plan has withdrawal liability.

Effective January 1, 2010 (December hours) the supplemental contribution provided above in subsections 1 and 2 shall no longer apply and shall be replaced by any supplemental contribution that may be provided in the Pension Protection Act section of this agreement.

3. If as of any valuation date commencing with the 01/01/06 valuation, a funding deficiency is projected to occur in less than 5 years, the Trustees will reduce benefits such that a projected funding deficiency will not occur within any of the 8 years following the valuation date. The parties agree to apply for section 412(e) relief if available before the benefit reductions are enacted. It is understood that application for section 412(e) requires the parties to reduce benefits as a condition of the application. Such section 412(e) application, if approved, must cure the funding deficiency as prescribed above.

If the section 412(e) application is not approved, or not acted on, within 18 months of the valuation date (for example 01/01/06 valuation), then the Trustees will immediately enact benefit reductions to cure the funding deficiency as prescribed above.

4. In no event will benefit reductions be delayed to or beyond a time that would expose the employers to liability beyond the supplemental contribution including but not limited to liability for the payment of excise taxes or additional contributions. Any deadlocked issue over the enactment of benefit reductions and/or the application of this policy shall be submitted to expedited arbitration ahead of any other matter pending arbitration. Such expedited arbitration shall occur within 60 days of the request for arbitration and the arbitrator shall render his decision within 60 days following the close of the hearing in the matter.

5. The parties authorize and direct the Trustees of the Plan to develop Maintenance of Equity Policy for employers that do not adopt this agreement upon renewal of the collective bargaining agreement (or for new agreements).

6. If the Plan experiences a minimum funding deficiency, any excise tax that is levied against the employers will be allocated amongst such employers in a way that first makes all employers not contributing the full amount of the supplemental contribution responsible for fully paying any accumulated missed supplemental contributions with interest. Thereafter, the balance of any excise tax remaining will be allocated to all employers in proportion to their non-supplemental contribution rate. Finally, for any employer not adopting this agreement, future benefits will be based on the assumption that $.15 of the current rate being contributed is deemed to be supplemental.

7. The parties recognize there is a possibility of merger of the Denver Area Meatcutters Pension Fund with the Rocky Mountain UFCW Union and Employers Pension Plan and give full authority to effectuate such

merger to the Board of Trustees of the two pension plans without further approval of the parties of this Agreement.

Section 103. Said Pension Fund shall be used to provide benefit pensions for eligible employees of the Employer as provided in a Pension Plan, the terms and provisions of which are to be agreed upon by the parties hereto; said Pension Plan shall, among other things, provide that all benefits under the Plan and costs, charges and expenses of administering the Plan and all taxes levied or assessed upon or in respect of said Plan or Trust or any income there from shall be paid out of the Pension Fund.

Section 104. Said Pension Plan and Trust Agreement establishing the Pension Fund have been submitted to the United States Treasury Department and the United States Department of Labor for the approval and rulings satisfactory to the Employer, that said Plan is qualified under I.R.C. Section 401, et seq. and that no part of such payments shall be included in the regular rate of pay of any employee.

Section 105. If, for any reason, the United States Treasury Department and the United States Department of Labor withholds approval and rulings satisfactory to the Employer, the parties to this Agreement hereto agree to negotiate other fringe benefits or wage increases in the amount equal to the cents per hour provided for in this Article for all hours worked at straight-time in lieu of payments into the Pension Fund.

Section 106. The Employer shall be represented by its employees, or some other representative on the Board of Trustees administering such Pension Plan. A copy of the Trust Agreement and any amendments thereto shall be made a part hereto as if herein at length set forth, when adopted.

Section 107. Pension Protection Act ("PPA") The bargaining parties agree and understand that the Employer may be obligated to make pension contributions in addition to the base contribution rate specified in the Employer Contributions Section. The amount of any such supplemental contribution shall be determined as follows:

i. **Alternate Schedule Contribution Rate: In the event the Trustees of the Plan adopt the Rehabilitation Plan Alternate Schedule attached hereto as Appendix B, the Employer shall pay the contribution rate required in the Alternate Schedule (modified only as provided herein) of one dollar and thirty seven cents ($1.37) per hour effective January 1, 2010 (on December hours) which includes the rate of eighty two cents ($0.82) per hour described in the Employer Contribution section above and a supplemental contribution of fifty five cents ($0.55) per hour. In the event the New Hire Benefit goes into effect as provided herein, then effective with hours worked after the adoption of such Benefit, the Employer shall pay a total contribution rate of one dollar and forty four cents ($1.44) per hour, which reflects the sum of the contribution rate required in the Employer Contribution section, the supplemental contribution rate of this section and the new hire benefit contribution rate provided herein.**

ii. **Default Schedule Contribution Rate: In the event the Trustees of the Plan do not adopt the Rehabilitation Plan Alternate Schedule, but instead adopt a legally valid "Default Schedule" within the meaning of the PPA, the Employer shall pay the contribution rate required under the Default Schedule effective January 1, 2010 (on December hours); provided that in no event shall such contribution rate be payable prior to the effective date of all of the benefit adjustments required under the Default Schedule. For example, if the Default Schedule benefit adjustments do not become effective until the start of the**

Rehabilitation Period under the PPA, the Employer shall not be required to pay the Default Schedule contribution rates until that time.

If any required Default Schedule contribution rate exceeds the rate provided for under subsection (i) above, then each annual increase in the top pay rate provided for in this contract shall be permanently reduced by fifteen cents ($0.15) per hour, and ten cents ($0.10) per hour in the case of Courtesy Clerks, effective with the next scheduled pay rate increase following the implementation of the Default Schedule contribution rate. The permanent reductions provided for herein shall continue year after year. It is understood that each annual top rate increase will be reduced until either sufficient reductions have occurred so as to equal the amount of the increase to the supplemental contribution rate of subsection (i) caused by the implementation of the default schedule or until the date on which the employer implements contribution rates which are reduced to, or below, the contribution rates under subsection (i) above and in accordance with subsection (vii) below, whichever occurs first, but in no event shall any such wage reductions made be restored.

iii. Long-Term Funding Policy Contribution Rates: In the event the Alternate Schedule in subsection (i) above and the Default Schedule in subsection (ii) above are not applicable during the term of this agreement, but the Long-Term Funding Policy is implemented, the Employer shall not be obligated to pay a supplemental contribution under any other provision of this Agreement, but shall continue to pay the base contribution specified in the Employer Contribution Section plus a supplemental contribution under this subsection (iii) that shall not exceed fifty five cents ($0.55) per hour. This supplemental contribution shall be a contribution amount which has the same proportionate value relative to the value of the benefit adjustments under the Long Term Funding Policy as the value of the supplemental contribution of fifty five cents ($0.55) per hour under subsection (i) has to the value of the benefit adjustments under the Alternate Schedule. This approach shall be accomplished by utilizing the following formula: a) the present value of benefit adjustments under the Long Term Funding Policy, divided by b) the present value of benefit adjustments under the Alternative Schedule, multiplied by c) the supplemental contribution of fifty five cents ($0.55) per hour under subsection (i). These calculations shall be made by the employer consultants and shall be final and binding on all parties.

For example: If $5M is the present value of benefit adjustments under the Long Term Funding Policy and if $10M is the present value of benefit adjustments under the Alternative Schedule and fifty five cents ($0.55) per hour is the supplemental contribution under subsection (i), then the supplemental contribution under this subsection (iii) is $0.55 times $5M divided by $10M, or twenty seven and one-half cents ($0.275) per hour.

iv. It is understood and agreed that the Employer may reduce the amount of any of the above supplemental contributions due the Trust (but not below zero) by the amount of any surcharge, deficiency or excise tax required to be paid by the Employer any time after entering Critical Status. The supplemental contribution provided for herein shall be dedicated solely to improving the funding of the Plan, and shall not be used to increase or improve benefits, and will be reduced or discontinued upon determination by the Plan's Trustees, based on projections provided by the Plan's actuaries, that such supplemental contributions are no longer needed to support the level of benefits provided for under the Plan in accordance with the provisions of subsection (vii) below.

v. As a result of the Plan's having been certified as being in critical status for the Plan Year beginning January 1, 2009, the Trustees are authorized to adopt the Rehabilitation Plan Alternate Schedule attached as Appendix B hereto (if they believe it is appropriate to do so). If the Alternate Schedule is adopted by the Trustees, it is hereby deemed approved by the bargaining parties and automatically incorporated into this Agreement.

vi. In no event shall any contribution increases be required during the term of this Agreement as a result of any annual updates or other changes to the Rehabilitation Plan Alternate Schedule or, if applicable, to any Default Schedule.

vii. In the event the Trustees determine, based on projections provided by the actuaries for the Plan, that, at any time during the term of this Agreement, an Alternate Schedule or Default Schedule with lesser contribution rates and/or benefit reductions would be sufficient to reasonably enable the Plan to emerge from critical status by the end of the Rehabilitation Period, the Trustees may amend the Alternate Schedule or Default Schedule in a manner that, to the extent possible, would restore reduced benefits and would reduce the Employer's supplemental contribution in an equal manner and amount, based on actuarial equivalence, provided that such modifications to the Alternate Schedule or Default Schedule would still allow the Plan to emerge from critical status by the end of the Rehabilitation Period, taking into account to the extent legally permitted any relief available under IRC Section 431(d). In the event the Trustees amend the Alternate Schedule or Default Schedule as provided in this subsection (vii), then the parties agree to adjust the supplemental contribution rates provided above to reflect the lower rates in the amended Alternate Schedule or Default Schedule. Notwithstanding the foregoing, if, prior to the effective date of any benefit cuts specified in the Alternate Schedule or the Default Schedule, the Trustees determine that (a) such benefit cuts are no longer required to avoid critical status or to have a valid Rehabilitation Plan, and (b) the supplemental contribution could be reduced or eliminated, then the Employer supplemental contribution shall be reduced or eliminated accordingly, and the Employer shall be further entitled to recoup the value of any supplemental contribution paid prior to the effective date of the benefit reductions set forth in the Alternate Schedule or Default Schedule. This provision shall apply regardless of the reason for the Trustees' determination, including a change in the law (e.g., a further extension of the Plan's green status) and/or improved investment returns. The value of the contributions shall be recouped via a suspension of contributions in an amount equal to the amount of the supplemental contribution paid.

viii. The Board of Trustees is authorized to take all reasonable measures to cooperate and assist in achieving the objectives set forth in this Section.

Clerk's New Hire Benefit

If the Trustees adopt the Alternate Schedule described above, and such Schedule becomes fully effective, the Trustees are authorized to amend the Plan (if they believe it is appropriate to do so) in order to provide the following Benefit for those participants whose employers have adopted the Alternate Schedule above. Newly hired employees hired after March 6, 2005 shall be eligible to receive an accrual rate per month for each year of credited service earned by such employees, commencing on January 1, 2010 (i.e., for service on or after January 1, 2010) subject to the following terms, conditions and limitations:

- **Funding through an employer supplemental contribution of seven cents ($0.07) per hour;**
- **Normal retirement age of 65;**
- **The accrual rate shall be ten dollars ($10) per month for each year of credited service earned between January 1, 2010 and December 31, 2012.**
- **The accrual rate shall be fifteen dollars ($15) per month for each year of credited service earned on or after January 1, 2013.**
- **Any adjustable benefits otherwise provided by the Plan, including but not limited to Rule of 80 Pension, are inapplicable to this "new hire" benefit; and,**
- **Agreement by the plan's co-actuaries that the "new hire" benefit can be funded by the seven cents ($0.07) per hour employer contribution, otherwise the benefit shall be in the amount, up to $10 or $15 per month per year of credited service as specified above, the co-actuaries agree can be provided by said funding.**

ARTICLE 42
DISCHARGE AND NO DISCRIMINATION

Section **108**. The Employer hereby agrees not to discriminate against any employee or discharge him because of membership in the Union and/or for upholding Union principles; and further, no employee who falls within the bargaining unit shall be discharged without good and sufficient cause.

No employee who, because of his or her religion, has conscientious objections to working on his or her day of Sabbath, will be required to work on his or her Sabbath as a condition of employment. If the rights of the employees under this paragraph operate in conflict with the seniority provisions contained elsewhere in this agreement, the right of seniority shall prevail.

Section **109**. The Employer and the Union agree that each will fully comply with the applicable laws and regulations prohibiting discrimination against any employee, or applicant for employment, because of such person's race, religion, color, national origin, sex, physical disability, mental disability or age.

Discrimination on the basis of physical or mental disability shall be deemed to include the failure to make or agree to reasonable accommodation to the known physical or mental impairments of an otherwise qualified individual with a disability.

Section **110**. Use of the male gender herein shall, except as the context requires, be deemed to include the female gender.

ARTICLE 43
UNION REPRESENTATION VISITATION

Section **111**. The President of the Union, or the Business Representative thereof, shall have the right of entering the premises of the Employer for the purpose of interviewing employees in such a way as to not interfere with the service of the Employer. The said representative shall make their presence known to the Manager, or the person in charge in the absence of the Manager, when possible, upon entering the premises.

The Employer shall, upon request of an authorized Union Representative, furnish satisfactory evidence to ascertain whether employees are being paid in accordance with the terms of this Agreement and review with the Union Representative the facts giving rise to disciplinary action.

ARTICLE 44
UNION STEWARD

Section **112**. The Union shall have the right to designate two (2) Stewards per store (stores that employ over one hundred (100) clerks may have three (3) Stewards, and stores that employ over one hundred seventy-five (175) clerks may have four (4) Stewards) in which they work who shall perform their duties with the least possible inconvenience to the Employer. Such Stewards shall not be discriminated against because of their Union activities, and such Stewards shall have top seniority for the purpose of layoff in that store. The Store Manager shall be advised in writing by the Union of the name of the Steward(s) in his store.

Stewards shall not be bumped from their respective stores by employees exercising their second (2nd) or their eleventh (11th) week bump, unless the steward chooses to do so.

Section **113**. Where store operations are not adversely affected, the appointed Stewards will not be scheduled to work later than 6:00 p.m. on the night (not more than one (1) per month) of the regular Local Union Meeting, provided the Store Manager or Assistant Store Manager are notified by the Stewards by noon on the Wednesday of the week preceding the Union meeting.

Section **114**. The Company will meet with the Union Stewards once per contract year (in four separate groups based on Districts) for the purpose of discussing store operating opportunities and attempting to solve store problems (other than grievances). The Company will pay each steward who attends the annual session eight (8) hours pay at his/her straight-time rate. The Company shall pay ten (10) hours if the steward is working the four (4) ten (10) hour shifts.

The Company agrees to adjust the Union Stewards' work schedule to allow them to attend an annual Union Stewards' conference.

Section **115**. Employees Rights to Union Representation. When an employee is involved in a disciplinary interview where the probable result of such interview will be the imposition of disciplinary action, the employee may request the presence of a Union Steward, or in his absence, that of a Business Representative.

ARTICLE 45
DISPUTE PROCEDURE

Section **116**. Should any dispute or complaint arise over the interpretation or application of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps, and failure to follow the procedures set forth below shall result in forfeiture of the grievance.

Section **117**. Step 1 By conference during scheduled working hours between the Steward and/or the Union's Business Representative and/or the aggrieved employees and the Manager of the store.

(a) If the issuance of a verbal/written warning is grieved, the Union will notify the Employer of the same.

(b) If the grievant is disciplined further, or otherwise adversely affected, and the verbal/written warning is relied upon by the Employer in doing so, the Union shall have the right to submit the grievance protesting the warning to arbitration together with the grievance contesting the disciplinary or adverse action. It is expressly agreed that all such grievances will be consolidated.

Section **118**. Step 2 If the grievance cannot be satisfactorily resolved under Step 1 above, the grievance shall be reduced to writing and submitted to the representative designated by the Employer to handle such matters. Such submission shall be made within twenty (20) days of the date of the occurrence of the event which gives rise to the grievance and shall clearly set forth the issues and contentions of the aggrieved party or parties and must reasonably allege a specific violation of an express provision of this Agreement. (In the case of a discharge the time limits shall be fourteen (14) days.) The Employer designee and the Union Business Representative shall meet within ten (10) days after receipt of written notice of the grievance and attempt to resolve the grievance. In an instance where an employee feels he has not been paid in accordance with the wage progression scales set forth herein, such employee shall have an obligation to bring this to the attention of the Store manager as soon as the employee first has knowledge of such alleged error. In the event the employee has been improperly paid, said payment error shall be corrected on a retroactive basis, but not beyond ninety (90) days prior to the date on which the grievance is presented in writing. This ninety (90) day retroactive liability shall not be applicable to situations covered by Article 9, Section 20, paragraph 2.

Section **119**. Step 3 If the grievance is not satisfactorily adjusted in Step 2, either party may, with reasonable promptness, but in no event later than thirty (30) days from the date of the Step 2 meeting, in writing, request arbitration and the other party shall be obliged to proceed with arbitration in the manner hereinafter provided. The parties shall forthwith attempt to agree upon an impartial arbitrator.

Section **120**. In the event the parties are unable to reach agreement upon the selection of an arbitrator within fifteen (15) days of the written request for arbitration, the party requesting arbitration may, with reasonable promptness, request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. From this panel of seven (7) names, each party shall alternately strike three (3) names, the moving party striking first. The remaining arbitrator from the list shall be the impartial arbitrator. A finding or award of the arbitrator shall be final and conclusive upon the parties hereto.

Section **121**. The arbitrator shall have all the rights, power, and duties herein given, granted and imposed upon him; but his award shall not change, alter or modify any of the terms and conditions set forth in this Agreement. The expense of the impartial arbitrator shall be paid by the losing party. In the event neither party wins the total arbitration, the expenses shall be shared equally by the parties.

The arbitrator will issue his decision within thirty (30) calendar days after the close of the proceedings. This thirty (30) day calendar time limit may be extended by mutual agreement between both parties.

Section **122**. In the event either party refuses to arbitrate on demand of the other party, and an order compelling arbitration is obtained in Federal Court on the basis contended by the moving party, the refusing party will pay to the moving party reasonable legal fees incurred, up to Five Hundred Dollars ($500.00). Similarly, if the moving party fails to prevail in such an issue, the moving party will pay reasonable legal fees incurred up to Five Hundred Dollars ($500.00) to the refusing party.

Section **123**. Safeway Inc. and the UFCW Union Local No. 7 agree to enter into this Agreement to selectively use mediation to achieve a mutually satisfactory resolution of certain formal grievances.

The following procedure will be followed whenever a grievance is selected to be mediated:

1. Once a grievance has been requested for arbitration, the parties may agree to submit the grievance to a mediator. The parties shall use a mutually agreed upon mediator.

a) The parties will contact the mediator and schedule a date for the mediation conference to be held on a monthly basis effective immediately.

b) The grievant and location manager shall be present for the conference. Each party shall be permitted to have not more than two additional observers. Observers shall not be permitted to offer testimony or make oral statements.

c) The proceedings shall be informal and the formal rules of evidence shall not apply. Each party will make a brief presentation of the facts of their case not to exceed 15 minutes. The Grievant and Location Manager may also make an oral explanation of their case not to exceed five minutes. The parties may also submit other written evidence, statements, etc., to the mediator, witnesses and oral testimony, provided that such testimony does not exceed the 20-minute total set forth above.

d) The mediator will have the authority to meet with each party separately and to recommend a reasonable settlement to the grievance. The mediator shall have the authority to compel the resolution of the grievance. Grievances ruled upon or settled shall be considered final and binding and may not be further processed to arbitration.

e) All settlements or rulings shall be on a non-precedent setting basis and without prejudice to either party, except settlements may specifically provide otherwise.

f) The parties agree to attempt to schedule multiple grievances per mediation conference. Further, the parties agree to share expenses of the mediator.

This agreement shall be effective on the date of execution of this agreement and may be cancelled by either party upon thirty (30) days written notice to the other party.

Section **124**. EXPEDITED ARBITRATION PROCEDURES

Effective upon ratification of this agreement, the parties signatory below agree to adopt an expedited arbitration procedure as outlined below. Notwithstanding the provisions of such agreement, the parties recognize that arbitrations already scheduled prior to the effective date of this agreement shall be arbitrated as in the past and not subject to the provisions of this agreement unless the parties mutually agree to do so.

A mutually agreed upon arbitrator shall be selected to hear cases arising under this procedure. The parties will direct the arbitrator to set aside one day per month to hear arbitrations under his procedure. As near as practical, such dates will be during the second or fourth week of each month. If necessary, and the parties mutually agree, the arbitrators will be asked to set aside more days per month.

The parties shall attempt to meet biweekly to review cases pending arbitration and to schedule cases for arbitration under this procedure. Should a case scheduled for arbitration be settled prior to the scheduled date, the parties will make an earnest effort to substitute another case for the scheduled date.

Except as otherwise set forth in this agreement, all discipline cases, including discharges, shall be subject to the provisions of this procedure. Contract interpretation cases, upon mutual agreement by both parties, shall also be subject to this procedure. For discipline cases, other than discharges, both parties agree, where practical, to schedule at least two such cases to be heard on one day, with the understanding that the presentation of such cases shall not exceed four hours, with both sides being allocated two hours for the presentation of their case and cross-examination of witnesses of the opposing side.

For all discipline cases, including discharges, both parties will make closing oral arguments unless mutually agreed otherwise, and the arbitrator will issue a brief written award. Where practical, the parties will direct the arbitrator to issue a written bench decision and summarize his decision in a one-page letter following the arbitration. The arbitrator, at his discretion, may request no more than seven days to deliberate on the issues of a particular case. In this regard, an arbitrator will issue his award within fourteen days following the close of the hearing.

Both parties will direct the arbitrator to issue an abbreviated, which details only the arbitrator's award and a brief explanation as to the reasons for this award. In the case of contract interpretive matters, both parties recognize the need to file briefs and have the arbitrator write a detailed decision. In this regard, both parties agree to file briefs within two weeks following the close of the hearing and will direct the arbitrator to issue an abbreviated decision which details only the arbitrator's award within two weeks following the receipt of briefs. The arbitrator will then issue a detailed decision within thirty days following receipt of the briefs by the parties.

Either party may, by notification to the other prior to a case being scheduled, exclude a particular case from the provisions of this agreement. In this case, the arbitration shall be scheduled and handled under the normal procedure.

Provisions of this agreement are hereby entered into by both parties signatory below and in full force and effect, unless either party, through written notification to the other party, gives thirty (30) days written notice of their intent to cancel this agreement. In this regard, the parties agree that cases scheduled for arbitration under this procedure shall proceed to arbitration as provided above.

Section **125**. Remedies for Errors: If an error is made by management in the application of the provisions of this Agreement resulting in a lost work opportunity for the aggrieved employee such as vendor stocking, scheduling and assignment of hours disputes, classification issues, and work jurisdiction matters and the affected employee immediately files a grievance, the employee shall be made whole by being permitted to work the number of hours lost. Such hours shall be above and beyond the posted schedule. The employee shall advise management anytime after the next schedule is finalized for the workweek of their desire to exercise their right to work the hours due during the workweek on the date and time determined by the employee. An aggrieved employee may not demand such remedy on an overtime or premium-pay basis if the alleged violation occurred on what would have been a straight-time day for such employee. The employee must exercise this right to work within four (4) weeks of the settlement of error with the employee or such right shall be forfeited and no further remedy shall be required.

ARTICLE 46
NO STRIKE OR LOCKOUT

Section **126**. During the life of this Agreement, there shall be no lockout, strike or stoppage of work, anti-company publicity, or other economic action of whatsoever nature against the company.

ARTICLE 47
STORE CLOSING

Section **127**. Dislocation and Training Pay. In the event the Employer closes or sells a store and the employee chooses to self terminate, said employee shall be entitled to dislocation and training pay. This money is provided to help defer any expenses incurred by the employee as it relates to moving expenses and/or training for a new occupation.

The employee must notify the Employer, in writing, within seven (7) days after receiving such notification of the store closing or of the store being sold.

The Employer shall pay said dislocation and training pay to the employees prior to the effective date of the store closing.

The amount of the dislocation and training pay shall be computed as set forth in Article 47, Sections **127** and **128**. However, the Employer will only be required to make two (2) months Health and Welfare contributions following termination and the Employer will not be required to make any Pension contributions.

Any employee who requests said dislocation and training pay shall not be entitled to any other provisions as set forth in Article 53.

Any employee who chooses not to exercise the rights for the dislocation and training pay shall be entitled to severance pay as set forth in this Agreement.

In the event the Employer closes or sells a store and employees are terminated as a result thereof, pay equal to one week's pay for each year of continuous service commencing with the third (3rd) year of continuous service for employees, up to, but not to exceed eight (8) weeks pay at their regular rate. However, those employees who have an incomplete year of continuous service as an employee will receive pro rata severance pay for that year as follows:

0-3 months equals twenty-five percent (25%) of a week's pay.
3-6 months equals fifty percent (50%) of a week's pay.
6-9 months equals seventy-five percent (75%) of a week's pay.
Over 9 months equals one week's pay.

Severance pay shall be computed based on the average hours worked per week for the fifty-two (52) weeks preceding a voluntary layoff or termination.

Section **128**. The Employer shall continue contributions to the Pension and Health and Welfare Trust Funds for three (3) full months following termination on an hourly basis in direct relationship to the severance pay received for those employees who receive severance pay, except those employees who secure employment with a contributing Employer in the Pension and Health and Welfare Trust Funds.

Section **129**. All monies due employees, including severance pay, shall be paid in a lump sum upon termination.

Section **130**. An employee who is terminated and who is eligible for severance pay, and accepts severance pay, forfeits his seniority and has no recall rights. However, an employee may elect to accept a voluntary layoff not to exceed ninety (90) days. At the end of the ninety (90) days period, if he has not been

recalled, he will be paid severance pay and forfeit his seniority. Any extensions of this ninety (90) day period must be agreed upon in writing and signed by the employee, a representative of the Union and the Employer. In no case will such extension exceed a total of six (6) months from the date the employee accepted the layoff.

Section 131. If an employee is offered a transfer or other employment with the Employer within forty (40) miles of the store in which he was last working and he refused to accept the transfer or other employment with the Employer he forfeits his rights to severance pay and Pensions and Health and Welfare contributions.

Section 132. If a store is sold and the successor Employer offers employment to an employee who is otherwise eligible for severance pay under the terms of this Article and the new job is comparable, then no provisions of this Article shall apply.

Section 133. The Employer agrees to give to the employees and the Union two (2) weeks' notice in advance of a store closing or sale. When such notice is given, an employee shall remain with the Employer until the plant or store closes, or forfeit his rights under this Article, unless mutually agreed to by the employee, Employer and Union.

Section 134. No benefits shall accrue under the terms of this Article unless the Employer makes a business decision to close or sell a store. If a store closing is caused by fire, flood, storm, land condemnation or remodeling, then this Article shall not apply.

Section 135. It is understood and agreed that employees can exercise their seniority rights under the Layoff Article; however, if they exercise such seniority rights, the provisions of this Article shall be null, void and not applicable.

ARTICLE 48
BULLETIN BOARD

Section 136. The Employer will provide bulletin board space for the posting of official Union notices.

ARTICLE 49
UNION STORE CARDS

Section 137. The Union Store Card is the property of the UFCW and is loaned to the Employer for display. Said card may be removed from the store by the Union if the Employer refuses to comply with a final decision of an arbitrator reached under the provisions of this Agreement.

ARTICLE 50
LIE DETECTOR TESTS

Section 138. The Employer shall not require any employee to submit to a polygraph examination.

ARTICLE 51
UNIFORMS/EQUIPMENT

Section 139. The Employer agrees to provide all required uniforms and laundry service for all required caps, uniforms, smocks, aprons, towels and rags, except for laundering of drip-dry garments. The employee agrees to exercise care in the use of Company property and equipment.

Notwithstanding the above, the employee shall be required to meet the dress requirements as detailed in the Letter of Understanding, "Dress Requirements," attached to this Agreement.

ARTICLE 52
SAVING CLAUSE

Section **140**. If, during the term of this Agreement, or during any renewal or extension of the same, any Federal or State Law is enacted, or any rule or regulation is issued under any Federal or State Law, which would make compliance by the Union, the Employer, employees, or any of them, with the terms, provisions, or condition of this Agreement a violation of any of said laws, rules or regulations, then such terms, provisions or conditions shall become inoperative and of no effect from the effective date of any such decision, law, rule or regulation. The remainder of this Agreement not in conflict with any of said laws, rules or regulations shall continue in full force and effect.

Section **141**. In the event any such terms, provisions or conditions become inoperative and of no effect, either party to this Agreement may open the same for bargaining only as to substitute provisions, if any, for those provisions made inoperative upon a thirty (30) day written notice to the other party.

It is specifically understood that the no-strike and no-lockout provision set forth elsewhere in this Agreement shall remain in effect throughout the term of this Agreement.

ARTICLE 53
APPRENTICE ADVANCEMENT

Section **142**. When an apprentice employee is due to be advanced on the basis of actual hours of work experience as set forth in this Agreement, and the Employer believes that such employee has not acquired sufficient knowledge, skill, experience, and ability to justify such increases, the Employer may, with written prior consent of the Union, jointly request an apprentice evaluation committee, as set forth in the next paragraph, to review the employee and make a determination as to whether a period of up to two hundred sixty (260) hours additional training is warranted at the existing classification rate then in effect for such employee to give the employee an opportunity to improve his performance. At the end of such two hundred sixty (260) hour period, the employee must either be advanced to the next higher wage classification, or be terminated, if such termination is justified under the terms of the Agreement.

Section **143**. Upon request, as set forth in the previous paragraph, an apprentice evaluation committee may be established by the parties as follows: two (2) members appointed by Mountain States Employers Council and two (2) members appointed UFCW, Local No. 7. The apprentice evaluation committee will meet with and review any apprentice employee who, in the opinion of the Employer, does not have the capabilities to warrant a classification increase.

Section **144**. The committee shall determine whether additional training is warranted for the employee's classification requirements.

ARTICLE 54
TECHNOLOGICAL CHANGES

Section **145**. The parties recognize that automated equipment and technology is now available for the retail food industry. The Employer recognizes that there is a desire to protect and preserve work

opportunities. At the same time, the Union recognizes that the Employer has a right to avail itself of modern technology. With this common objective, the parties agree as follows:

Section **146**. In the event the Employer introduces major technological changes which, for the purpose of this Article, are defined as price marking and electronic scanners and which would have a direct material impact affecting bargaining unit work, thirty (30) days advance notice of such change will be given to the Union.

In addition, the Employer agrees:

1. Any retraining necessary will be furnished by the Employer at no expense to the employees.

2. Where retraining is not applicable the Employer will make every effort to effect a transfer to another store, or other employment.

3. In the event the employee is not retrained or transferred and is permanently displaced as a direct result of major technological changes as defined above, the employee will be eligible for severance pay in accordance with the following provisions:

   (a) All employees, excluding Courtesy Clerks, with two (2) or more years of continuous service will be eligible for one (1) week's severance pay for each year of continuous service. Maximum severance pay of ten (10) weeks' pay to be paid on a lump sum basis. Weekly severance pay shall be determined by the average number of hours worked for the four (4) weeks preceding displacement, not to exceed forty (40) hours' straight-time pay.

   (b) An employee shall be disqualified from severance pay in the event the employee:

      (1) refuses retraining,
      (2) refuses a transfer or other employment within a radius of forty (40) miles,
      (3) voluntarily terminates employment.

ARTICLE 55
PRODIGY-TYPE SHOPPING

Section **147**. All work connected with the selection of customer purchases from the sales floor, including the storage and retrieval thereof, shall be performed by any bargaining unit member, including but not limited to Courtesy Clerks.

ARTICLE 56
PHARMACY TECHNICIANS

Section **148**. Prior Experience. A pharmacy technician who has earned a Pharmacy Technician Certificate from a program approved by the Company and the Union (certified by the Colorado State Pharmacy Board when such exists) will be given credit for 960 hours in the pharmacy technician progression. Any disputes over the program curriculum and/or approval shall be subject to the grievance/ arbitration procedure.

Section **149**. Scheduling and Assignment of Hours.

Additional Hours Request List
Denver Metro
Reduced Full-Time/Part-Time
Pharmacy Technicians

The Company agrees to establish an additional hours request list for Pharmacy Technicians only in the Denver Metro bargaining unit.

Additional hours are those created by increased schedules, leaves of absence, vacation or sick calls during the affected work week.

When it is necessary to work additional hours, the additional hours shall first be offered by seniority to part-time employees within the store who are scheduled less than 40 hours. If these hours cannot be filled, the Company will offer the hours by seniority to part-time employees within the quadrant who are scheduled less than 40 hours. And if it is still necessary to fill the additional hours of work needed, the Company will offer the hours by seniority to part-time employees who are scheduled less than 40 hours in the Denver bargaining unit.

Further, it is the employee's responsibility to notify the Company of his/her desire to work additional hours by quadrant, day, times, and said request shall remain in effect until revoked by the employee. However, three (3) failures to report within any consecutive three (3) month period shall result in such employee's name being removed from the additional hours list and he/she shall be ineligible to re-sign such list for six (6) months subsequent to its removal.

Section **150**. Overtime. An employee may voluntarily waive the overtime requirement in writing and work a sixth day at straight time as long as the total hours for the week does not exceed forty (40).

Section **151**. Split Shifts. This section shall not apply where pharmacy technicians voluntarily work two (2) or more stores in one (1) day.

Section **152**. Seniority. No current Pharmacy Tech (hired prior to September 4, 1994) employee shall lose the seniority they currently have for vacations and service awards.

Section **153**. Sick Leave. Employees may carry over unused sick leave from Company sick leave plan (up to contractual maximum).

Section **154**. Name Tags. Name tags will have a heading "Pharmacy Technician".

The Company may fill this position at their discretion and such persons cannot be bumped by persons in other classifications.

ARTICLE 57
ENTIRE AGREEMENT

Section **155**. This Agreement contains all of the covenants, stipulations and provisions agreed upon between the parties hereto and no representative of either party has authority to make, and none of the parties

shall be bound by, any statement, representation or agreement reached prior to the signing of this Agreement or made during these negotiations not set forth herein.

ARTICLE 58
TERM OF AGREEMENT

Section 156. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 157. **Boulder and Louisville, Broomfield (2624), Castle Rock, Colorado Springs, Denver and Fountain:** This Agreement shall be in full force and effect beginning at 12:01 a.m. on **May 10, 2009** and shall remain in full force and effect until midnight on **September 14, 2013** and shall be automatically renewed from year to year thereafter, unless either party desires change or termination at the expiration of said Agreement. In such event, the party desiring such change or termination shall notify the other party in writing sixty (60) days prior to the expiration date, specifying the changes desired. Changes in the Agreement shall be limited to those outlined in writing by either party and the negotiations shall begin within fifteen (15) days after receipt of such notice.

Evergreen, Idaho Springs and Pueblo: This Agreement shall be in full force and effect beginning at 12:01 a.m. on **May 24, 2009** and shall remain in full force and effect until midnight on **September 28, 2013** and shall be automatically renewed from year to year thereafter, unless either party desires change or termination at the expiration of said Agreement. In such event, the party desiring such change or termination shall notify the other party in writing sixty (60) days prior to the expiration date, specifying the changes desired. Changes in the Agreement shall be limited to those outlined in writing by either party and the negotiations shall begin within fifteen (15) days after receipt of such notice.

Brighton, Fort Collins, Greeley, Longmont and Loveland: This Agreement shall be in full force and effect beginning at 12:01 a.m. on **May 31, 2009** and shall remain in full force and effect until midnight on **October 5, 2013** and shall be automatically renewed from year to year thereafter, unless either party desires change or termination at the expiration of said Agreement. In such event, the party desiring such change or termination shall notify the other party in writing sixty (60) days prior to the expiration date, specifying the changes desired. Changes in the Agreement shall be limited to those outlined in writing by either party and the negotiations shall begin within fifteen (15) days after receipt of such notice.

Alamosa, Canon City, Frisco, La Junta, Lamar, Leadville, Monte Vista, Salida, Trinidad, Vail and Walsenburg: This Agreement shall be in full force and effect beginning at 12:01 a.m. on **June 14, 2009** and shall remain in full force and effect until midnight on **October 19, 2013** and shall be automatically renewed from year to year thereafter, unless either party desires change or termination at the expiration of said Agreement. In such event, the party desiring such change or termination shall notify the other party in writing sixty (60) days prior to the expiration date, specifying the changes desired. Changes in the Agreement shall be

limited to those outlined in writing by either party and the negotiations shall begin within fifteen (15) days after receipt of such notice.

Fort Morgan: This Agreement shall be in full force and effect beginning at 12:01 a.m. on **June 21, 2009** and shall remain in full force and effect until midnight on **October 26, 2013** and shall be automatically renewed from year to year thereafter, unless either party desires change or termination at the expiration of said Agreement. In such event, the party desiring such change or termination shall notify the other party in writing sixty (60) days prior to the expiration date, specifying the changes desired. Changes in the Agreement shall be limited to those outlined in writing by either party and the negotiations shall begin within fifteen (15) days after receipt of such notice.

IN WITNESS WHEREOF, the Parties above named have signed their names and/or affixed the signature of their authorized representative this 14th day of January, 2011.

UNITED FOOD AND COMMERCIAL WORKERS,
LOCAL 7, DENVER COLORADO
Chartered by
UNITED FOOD AND COMMERCIAL WORKERS,
INTERNATIONAL UNION, AFL-CIO

By _____

SAFEWAY INC.

By _____

COST OF LIVING ALLOWANCE

Effective May 1, 1986, for employees other than Courtesy Clerks, there shall be a cost of living allowance based on the increase in the Revised Consumer Price Index for Urban Wage Earners and Clerical Workers of the Bureau of Labor Statistics, U.S. Department of Labor (1967=100) between March, 1985 and March, 1986. There shall be a one cent ($.01) per hour adjustment for every full (.4) increase in the Index which exceeds an increase of five point five percent (5.5%) in the Index during the period between March, 1985 and March, 1986.

ADDITIONAL PROVISIONS

The contract changes shall become effective the first Sunday following ratification unless otherwise noted.

Employees receiving more than the agreed upon rates shall continue to receive the higher rate of pay and shall receive raises in accordance therewith.

EFFECTIVE FEBRUARY 1, 2005

Note: Working from the current Trust Health Plan apply the following modifications. Eligibility rules and employer and employee contribution rates are as provided in the Settlement Option.

	PLAN A ENROLLED & PARTICIPATING	PLAN B ENROLLED & PARTICIPATING	PLAN C ENROLLED & PARTICIPATING
DEDUCTIBLE	$300 INDIVIDUAL 3 PER FAMILY	$400 INDIVIDUAL 3 PER FAMILY	$500 INDIVIDUAL 3 PER FAMILY
OFFICE VISIT PPO CO-PAY COVERAGE PAYS NON PPO CO-PAY COVERAGE PAYS	 $20.00 100% PHYSICIAN CHARGES $300 INDIVIDUAL 70%	 $25.00 100% PHYSICIAN CHARGES $400 INDIVIDUAL 60%	 $35.00 100% PHYSICIAN CHARGES $500 INDIVIDUAL 50%
CO-INSURANCE PPO OUT OF POCKET MAX NON-PPO OUT OF POCKET MAX	 85% $1,500 PER INDIVIDUAL (2x) 60% 2X THE IN-NETWORK AMT	 80% $2,000 PER INDIVIDUAL (2x) 60% 2X THE IN-NETWORK AMT	 70% $3,000 PER INDIVIDUAL (2x) 50% 2X THE IN-NETWORK AMT
MAJOR MEDICAL	$1,000,000 lifetime maximum	$1,000,000 lifetime maximum	$1,000,000 lifetime maximum
VISION	CURRENT PLAN BENEFIT	CURRENT PLAN BENEFIT	CURRENT PLAN BENEFIT
DENTAL	PREVENTATIVE NOT SUBJECT TO DEDUCTIBLE $50 DEDUCTIBLE ANNUAL MAX $1500	PREVENTATIVE NOT SUBJECT TO DEDUCTIBLE $100 DEDUCTIBLE ANNUAL MAX $1000	PREVENTATIVE NOT SUBJECT TO DEDUCTIBLE $150 DEDUCTIBLE ANNUAL MAX $1000
RX C0-PAYS	$5 GENERIC $20 BRAND $40 BRAND/ NON-FORMULARY	$5 GENERIC $20 BRAND $40 BRAND/ NON-FORMULARY	$5 GENERIC $20 BRAND $40 BRAND/ NON-FORMULARY
LIFE INSURANCE	$10,000	$10,000	$10,000
COORDINATION OF BENEFITS	CARVE OUT TO PLAN MAX	CARVE OUT TO PLAN MAX	CARVE OUT TO PLAN MAX
ACCIDENTAL DEATH /PERSONAL ACCIDENT INSUR	$10,000 EMPLOYEE ONLY	$10,000 EMPLOYEE ONLY	$10,000 EMPLOYEE ONLY
SPOUSAL FEE	$100 PER MONTH	$100 PER MONTH	$100 PER MONTH
SHORT-TERM DISABILITY	CURRENT PLAN BENEFIT	CURRENT PLAN BENEFIT	CURRENT PLAN BENEFIT

Appendix "A"

The minimum hourly rates of pay for the indicated classifications shall be as set forth below on the dates indicated. The Employer may hire any employee at any rate in the progression schedule at its sole discretion.

Rate Determination

Employees hired before March 27, 2005 who remain in their classification after commencement of this Agreement shall be paid in accordance with the "hired and assigned in the bargaining unit prior to March 27, 2005" wage schedule while they remain in that classification.

Demotions, Step Downs and layoffs: An employee who is demoted, steps down, or who is laid off in accordance with this Agreement, shall be placed back into the same wage schedule in which the employee was working immediately prior to their assignment into management or promotion into the classification from which they are being demoted, stepping down or laid off. In determining the proper progression level for an employee demoted, stepping down, or laid off from a classification with a higher "thereafter" hourly rate to a classification with a lower "thereafter" hourly rate, such affected employee shall be placed in the appropriate progression level in the rate schedule referenced in this paragraph based on their experience in the newly assigned classification, regardless of whether such assigned rate results in a reduction in hourly rate. In determining prior experience hereunder, the Employer will give recognition to the verified number of hours of actual work experience in the same classification which said employee may have performed for the Employer and the verified number of hours of actual work experience on a comparable job which said employee may have performed within the previous five (5) years for any other employer in a similar retail grocery operation.

Rate Determination – Promotions, new hires and new entrants into the bargaining unit: Employees hired into, or assigned to, or promoted to a different classification, the bargaining unit on or after March 27, 2005 shall be assigned to the "EMPLOYEES HIRED INTO THE BARGAINING UNIT OR ASSIGNED OR PROMOTED ON OR AFTER MARCH 27, 2005" wage scale. Employees who are promoted to a different classification after March 26, 2005 shall not receive a reduction in their hourly rate of pay if when promoted to such classification they are being paid an hourly rate of pay greater than the minimum, unless they are above the "thereafter" hourly rate in which case they will immediately be paid the "thereafter" hourly rate. When such employee is paid less than the "thereafter" hourly rate, prior to receiving an increase in their hourly rate of pay, they must work 1,040 hours at their current rate before promotion to the hourly rate in the new classification that would give them an increase in their hourly rate of pay.

Ratification Bonus: Effective no later than the second Sunday following ratification, all employees who have been continuously employed for one consecutive year, to the date of ratification, shall receive a gift card *(net of taxes) equal to* $1,000 *for top rate* FT, employees, $500 for top rate PT employees, $400 for employees in wage progression and $150 for Courtesy Clerks.

DENVER, COLORADO SPRINGS, BOULDER/LOUISVILLE, BROOMFIELD (2624), CASTLE ROCK, AND FOUNTAIN CLERKS
EMPLOYEES HIRED AND ASSIGNED IN THE BARGAINING UNIT PRIOR TO MARCH 27, 2005

	Current	1st Sunday following Ratification	9/12/2010	9/11/2011	9/9/2012
Department Managers					
Other Assistant Managers	$17.01	**$17.31**	**$17.56**	**$17.81**	**$18.06**
Head Clerk	$16.66	**$16.96**	**$17.21**	**$17.46**	**$17.71**
Produce Dept. Manager	$17.30	**$17.60**	**$17.85**	**$18.10**	**$18.35**
Floral Manager	$13.67	**$13.97**	**$14.22**	**$14.47**	**$14.72**
Head Sales Clerk	$13.68	**$13.98**	**$14.23**	**$14.48**	**$14.73**
Head Baker	$14.78	**$15.08**	**$15.33**	**$15.58**	**$15.83**
Bakery Manager	$17.01	**$17.31**	**$17.56**	**$17.81**	**$18.06**
Variety Manager	$14.77	**$15.07**	**$15.32**	**$15.57**	**$15.82**
Manager Trainee	$16.26	**$16.56**	**$16.81**	**$17.06**	**$17.31**
Assist. GM Manager prior to 05/01/82	$16.81	**$17.11**	**$17.36**	**$17.61**	**$17.86**
Non-Food/GM Clerk employed before 05/06/79	$12.56	**$12.86**	**$13.11**	**$13.36**	**$13.61**
Fuel Lead	$11.80	**$12.10**	**$12.35**	**$12.60**	**$12.85**
All Purpose Clerk					
1st 960 hours worked	$10.13	$10.13	$10.13	$10.13	$10.13
Next 960 hours worked	$11.92	$11.92	$11.92	$11.92	$11.92
Next 960 hours worked	$12.85	$12.85	$12.85	$12.85	$12.85
Next 960 hours worked	$13.87	$13.87	$13.87	$13.87	$13.87
Thereafter Rate	$16.26	**$16.56**	**$16.81**	**$17.06**	**$17.31**
Certified Pharmacy Technicians					
1st 960 hours worked	$10.13	$10.13	$10.13	$10.13	$10.13
Next 960 hours worked	$11.92	$11.92	$11.92	$11.92	$11.92
Next 960 hours worked	$12.85	$12.85	$12.85	$12.85	$12.85
Next 960 hours worked	$13.87	$13.87	$13.87	$13.87	$13.87
Thereafter Rate	$16.26	**$16.56**	**$16.81**	**$17.06**	**$17.31**
Pharmacy Tech					
1st 960 hours worked	$9.28	$9.28	$9.28	$9.28	$9.28
Next 960 hours worked	$10.24	$10.24	$10.24	$10.24	$10.24
Next 960 hours worked	$11.96	$11.96	$11.96	$11.96	$11.96
Thereafter Rate	$13.63	**$13.93**	**$14.18**	**$14.43**	**$14.68**

DENVER, COLORADO SPRINGS, BOULDER/LOUISVILLE, BROOMFIELD (2624), CASTLE ROCK, AND FOUNTAIN CLERKS
EMPLOYEES HIRED AND ASSIGNED IN THE BARGAINING UNIT PRIOR TO MARCH 27, 2005

	Current	1st Sunday following Ratification	9/12/2010	9/11/2011	9/9/2012
Floral Clerk-FTD Only					
1st 960 hours worked	$9.28	$9.28	$9.28	$9.28	$9.28
Next 960 hours worked	$10.24	$10.24	$10.24	$10.24	$10.24
Thereafter Rate	$12.56	**$12.86**	**$13.11**	**$13.36**	**$13.61**
Bakery Clerk					
1st 960 hours worked	$9.59	$9.59	$9.59	$9.59	$9.59
Next 960 hours worked	$10.75	$10.75	$10.75	$10.75	$10.75
Next 960 hours worked	$11.76	$11.76	$11.76	$11.76	$11.76
Thereafter Rate	$13.63	**$13.93**	**$14.18**	**$14.43**	**$14.68**
Cake Decorator					
1st 960 hours worked	$10.00	$10.00	$10.00	$10.00	$10.00
Next 960 hours worked	$11.87	$11.87	$11.87	$11.87	$11.87
Thereafter Rate	$14.31	**$14.61**	**$14.86**	**$15.11**	**$15.36**
Non-Food/GM					
First 960 hours worked	$7.79	$7.79	$7.79	$7.79	$7.79
Next 960 hours worked	$8.59	$8.59	$8.59	$8.59	$8.59
Next 960 hours worked	$9.60	$9.60	$9.60	$9.60	$9.60
Thereafter rate	$10.73	**$11.03**	**$11.28**	**$11.53**	**$11.78**

DENVER, COLORADO SPRINGS, BOULDER/LOUISVILLE, BROOMFIELD (2624), CASTLE ROCK, AND FOUNTAIN CLERKS
COURTESY CLERKS HIRED PRIOR TO FEBRUARY 4, 2010

	Current	1st Sunday following Ratification	9/12/2010	9/11/2011	9/9/2012
Courtesy Clerk					
1st 480 hours worked	$6.91	$6.91	$6.91	$6.91	$6.91
Thereafter Rate	$7.30	**$7.40**	**$7.50**	**$7.60**	**$7.70**

DENVER, COLORADO SPRINGS, BOULDER/LOUISVILLE, BROOMFIELD (2624), CASTLE ROCK, AND FOUNTAIN CLERKS
EMPLOYEES HIRED INTO THE BARGAINING UNIT OR ASSIGNED OR PROMOTED ON OR AFTER MARCH 27, 2005

	Current	1st Sunday following Ratification	9/12/2010	9/11/2011	9/9/2012
Department Managers					
Other Assistant Managers	$17.01	**$17.31**	**$17.56**	**$17.81**	**$18.06**
Head Clerk	$16.66	**$16.96**	**$17.21**	**$17.46**	**$17.71**
Produce Dept. Manager	$17.30	**$17.60**	**$17.85**	**$18.10**	**$18.35**
Floral Manager	$13.67	**$13.97**	**$14.22**	**$14.47**	**$14.72**
Head Sales Clerk	$13.68	**$13.98**	**$14.23**	**$14.48**	**$14.73**
Head Baker	$14.78	**$15.08**	**$15.33**	**$15.58**	**$15.83**
Bakery Manager	$17.01	**$17.31**	**$17.56**	**$17.81**	**$18.06**
Variety Manager	$14.77	**$15.07**	**$15.32**	**$15.57**	**$15.82**
Natural Foods Manager (Boulder/Louisville Only)	$17.30	**$17.60**	**$17.85**	**$18.10**	**$18.35**
Manager Trainee	$16.26	**$16.56**	**$16.81**	**$17.06**	**$17.31**
Assist. GM Manager prior to 05/01/82	$16.81	**$17.11**	**$17.36**	**$17.61**	**$17.86**
Non-Food/GM Clerk employed before 05/06/79	$12.56	**$12.86**	**$13.11**	**$13.36**	**$13.61**
Fuel Lead	$11.80	**$12.10**	**$12.35**	**$12.60**	**$12.85**
All Purpose Clerk					
1st 1040 hours worked	$9.13	$9.13	$9.13	$9.13	$9.13
Next 1040 hours worked	$10.13	$10.13	$10.13	$10.13	$10.13
Next 1040 hours worked	$11.03	$11.03	$11.03	$11.03	$11.03
Next 1040 hours worked	$11.80	$11.80	$11.80	$11.80	$11.80
Next 1040 hours worked	$12.55	$12.55	$12.55	$12.55	$12.55
Next 1040 hours worked	$13.25	$13.25	$13.25	$13.25	$13.25
Next 1040 hours worked	$14.00	$14.00	$14.00	$14.00	$14.00
Next 520 hours worked	$14.80	$14.80	$14.80	$14.80	$14.80
Thereafter Rate	$16.26	**$16.56**	**$16.81**	**$17.06**	**$17.31**
Certified Pharmacy Techs					
1st 1040 hours worked	$10.13	$10.13	$10.13	$10.13	$10.13
Next 1040 hours worked	$11.03	$11.03	$11.03	$11.03	$11.03
Next 1040 hours worked	$11.80	$11.80	$11.80	$11.80	$11.80
Next 1040 hours worked	$12.55	$12.55	$12.55	$12.55	$12.55
Next 1040 hours worked	$13.25	$13.25	$13.25	$13.25	$13.25
Next 1040 hours worked	$14.00	$14.00	$14.00	$14.00	$14.00
Next 520 hours worked	$14.80	$14.80	$14.80	$14.80	$14.80
Thereafter	$16.26	**$16.56**	**$16.81**	**$17.06**	**$17.31**

DENVER, COLORADO SPRINGS, BOULDER/LOUISVILLE, BROOMFIELD (2624), CASTLE ROCK, AND FOUNTAIN CLERKS
EMPLOYEES HIRED INTO THE BARGAINING UNIT OR ASSIGNED OR PROMOTED ON OR AFTER MARCH 27, 2005

	Current	1st Sunday following Ratification	9/12/2010	9/11/2011	9/9/2012
Pharmacy Tech					
1st 1040 hours worked	$7.79	$7.79	$7.79	$7.79	$7.79
Next 1040 hours worked	$8.45	$8.45	$8.45	$8.45	$8.45
Next 1040 hours worked	$9.10	$9.10	$9.10	$9.10	$9.10
Next 1040 hours worked	$9.75	$9.75	$9.75	$9.75	$9.75
Next 1040 hours worked	$10.40	$10.40	$10.40	$10.40	$10.40
Next 1040 hours worked	$11.05	$11.05	$11.05	$11.05	$11.05
Next 1040 hours worked	$11.70	$11.70	$11.70	$11.70	$11.70
Next 520 hours worked	$12.35	$12.35	$12.35	$12.35	$12.35
Thereafter	$13.63	**$13.93**	**$14.18**	**$14.43**	**$14.68**
Floral Clerk-FTD Only					
1st 1040 hours worked	$7.79	$7.79	$7.79	$7.79	$7.79
Next 1040 hours worked	$8.30	$8.30	$8.30	$8.30	$8.30
Next 1040 hours worked	$8.80	$8.80	$8.80	$8.80	$8.80
Next 1040 hours worked	$9.30	$9.30	$9.30	$9.30	$9.30
Next 1040 hours worked	$9.80	$9.80	$9.80	$9.80	$9.80
Next 1040 hours worked	$10.30	$10.30	$10.30	$10.30	$10.30
Next 1040 hours worked	$10.80	$10.80	$10.80	$10.80	$10.80
Next 520 hours worked	$11.50	$11.50	$11.50	$11.50	$11.50
Thereafter	$12.56	**$12.86**	**$13.11**	**$13.36**	**$13.61**
Bakery Clerk					
1st 1040 hours worked	$7.79	$7.79	$7.79	$7.79	$7.79
Next 1040 hours worked	$8.45	$8.45	$8.45	$8.45	$8.45
Next 1040 hours worked	$9.10	$9.10	$9.10	$9.10	$9.10
Next 1040 hours worked	$9.75	$9.75	$9.75	$9.75	$9.75
Next 1040 hours worked	$10.40	$10.40	$10.40	$10.40	$10.40
Next 1040 hours worked	$11.05	$11.05	$11.05	$11.05	$11.05
Next 1040 hours worked	$11.70	$11.70	$11.70	$11.70	$11.70
Next 520 hours worked	$12.35	$12.35	$12.35	$12.35	$12.35
Thereafter	$13.63	**$13.93**	**$14.18**	**$14.43**	**$14.68**

DENVER, COLORADO SPRINGS, BOULDER/LOUISVILLE, BROOMFIELD (2624), CASTLE ROCK, AND FOUNTAIN CLERKS
EMPLOYEES HIRED INTO THE BARGAINING UNIT OR ASSIGNED OR PROMOTED ON OR AFTER MARCH 27, 2005

	Current	1st Sunday following Ratification	9/12/2010	9/11/2011	9/9/2012
Cake Decorator					
1st 1040 hours worked	$10.00	$10.00	$10.00	$10.00	$10.00
Next 1040 hours worked	$10.40	$10.40	$10.40	$10.40	$10.40
Next 1040 hours worked	$10.85	$10.85	$10.85	$10.85	$10.85
Next 1040 hours worked	$11.25	$11.25	$11.25	$11.25	$11.25
Next 1040 hours worked	$11.65	$11.65	$11.65	$11.65	$11.65
Next 1040 hours worked	$12.05	$12.05	$12.05	$12.05	$12.05
Next 1040 hours worked	$12.50	$12.50	$12.50	$12.50	$12.50
Next 520 hours worked	$13.00	$13.00	$13.00	$13.00	$13.00
Thereafter	$14.31	**$14.61**	**$14.86**	**$15.11**	**$15.36**
Non-Food/GM					
1st 1040 hours worked	$7.79	$7.79	$7.79	$7.79	$7.79
Next 1040 hours worked	$8.09	$8.09	$8.09	$8.09	$8.09
Next 1040 hours worked	$8.39	$8.39	$8.39	$8.39	$8.39
Next 1040 hours worked	$8.64	$8.64	$8.64	$8.64	$8.64
Next 1040 hours worked	$8.89	$8.89	$8.89	$8.89	$8.89
Next 1040 hours worked	$9.14	$9.14	$9.14	$9.14	$9.14
Next 1040 hours worked	$9.39	$9.39	$9.39	$9.39	$9.39
Next 520 hours worked	$9.69	$9.69	$9.69	$9.69	$9.69
Thereafter	$10.73	**$11.03**	**$11.28**	**$11.53**	**$11.78**
Courtesy Clerks hired on or after February 4, 2010 will be paid Minimum Wage					

EVERGREEN, IDAHO SPRINGS AND PUEBLO CLERKS
EMPLOYEES HIRED AND ASSIGNED IN THE BARGAINING UNIT PRIOR TO MARCH 27, 2005

	Current	1st Sunday following Ratification	9/26/2010	9/25/2011	9/23/2012
Department Managers					
Other Assistant Managers	$17.01	**$17.31**	**$17.56**	**$17.81**	**$18.06**
Head Clerk	$16.66	**$16.96**	**$17.21**	**$17.46**	**$17.71**
Produce Dept. Manager	$17.30	**$17.60**	**$17.85**	**$18.10**	**$18.35**
Floral Manager	$13.67	**$13.97**	**$14.22**	**$14.47**	**$14.72**
Head Sales Clerk	$13.68	**$13.98**	**$14.23**	**$14.48**	**$14.73**
Head Baker	$14.78	**$15.08**	**$15.33**	**$15.58**	**$15.83**
Bakery Manager	$17.01	**$17.31**	**$17.56**	**$17.81**	**$18.06**
Variety Manager	$14.77	**$15.07**	**$15.32**	**$15.57**	**$15.82**
Manager Trainee	$16.26	**$16.56**	**$16.81**	**$17.06**	**$17.31**
Assist. GM Manager prior to 05/01/82	$16.81	**$17.11**	**$17.36**	**$17.61**	**$17.86**
Non-Food/GM Clerk employed before 05/06/79	$12.56	**$12.86**	**$13.11**	**$13.36**	**$13.61**
Fuel Lead	$11.80	**$12.10**	**$12.35**	**$12.60**	**$12.85**
All Purpose Clerk					
1st 960 hours worked	$10.13	$10.13	$10.13	$10.13	$10.13
Next 960 hours worked	$11.92	$11.92	$11.92	$11.92	$11.92
Next 960 hours worked	$12.85	$12.85	$12.85	$12.85	$12.85
Next 960 hours worked	$13.87	$13.87	$13.87	$13.87	$13.87
Thereafter Rate	$16.26	**$16.56**	**$16.81**	**$17.06**	**$17.31**
Certified Pharmacy Technicians					
1st 960 hours worked	$10.13	$10.13	$10.13	$10.13	$10.13
Next 960 hours worked	$11.92	$11.92	$11.92	$11.92	$11.92
Next 960 hours worked	$12.85	$12.85	$12.85	$12.85	$12.85
Next 960 hours worked	$13.87	$13.87	$13.87	$13.87	$13.87
Thereafter Rate	$16.26	**$16.56**	**$16.81**	**$17.06**	**$17.31**
Pharmacy Tech					
1st 960 hours worked	$9.28	$9.28	$9.28	$9.28	$9.28
Next 960 hours worked	$10.24	$10.24	$10.24	$10.24	$10.24
Next 960 hours worked	$11.96	$11.96	$11.96	$11.96	$11.96
Thereafter Rate	$13.63	**$13.93**	**$14.18**	**$14.43**	**$14.68**
Floral Clerk-FTD Only					
1st 960 hours worked	$9.28	$9.28	$9.28	$9.28	$9.28
Next 960 hours worked	$10.24	$10.24	$10.24	$10.24	$10.24
Thereafter Rate	$12.56	**$12.86**	**$13.11**	**$13.36**	**$13.61**

EVERGREEN, IDAHO SPRINGS AND PUEBLO CLERKS EMPLOYEES HIRED AND ASSIGNED IN THE BARGAINING UNIT PRIOR TO MARCH 27, 2005

	Current	1st Sunday following Ratification	9/26/2010	9/25/2011	9/23/2012
Bakery Clerk					
1st 960 hours worked	$9.59	$9.59	$9.59	$9.59	$9.59
Next 960 hours worked	$10.75	$10.75	$10.75	$10.75	$10.75
Next 960 hours worked	$11.76	$11.76	$11.76	$11.76	$11.76
Thereafter Rate	$13.63	**$13.93**	**$14.18**	**$14.43**	**$14.68**
Cake Decorator					
1st 960 hours worked	$10.00	$10.00	$10.00	$10.00	$10.00
Next 960 hours worked	$11.87	$11.87	$11.87	$11.87	$11.87
Thereafter Rate	$14.31	**$14.61**	**$14.86**	**$15.11**	**$15.36**
Non-Food/GM					
First 960 hours worked	$7.79	$7.79	$7.79	$7.79	$7.79
Next 960 hours worked	$8.59	$8.59	$8.59	$8.59	$8.59
Next 960 hours worked	$9.60	$9.60	$9.60	$9.60	$9.60
Thereafter rate	$10.73	**$11.03**	**$11.28**	**$11.53**	**$11.78**

EVERGREEN, IDAHO SPRINGS AND PUEBLO CLERKS COURTESY CLERKS HIRED PRIOR TO FEBRUARY 4, 2010

	Current	1st Sunday following Ratification	9/26/2010	9/25/2011	9/23/2012
Courtesy Clerk					
1st 480 hours worked	$6.91	$6.91	$6.91	$6.91	$6.91
Thereafter Rate	$7.30	**$7.40**	**$7.50**	**$7.60**	**$7.70**

EVERGREEN, IDAHO SPRINGS AND PUEBLO CLERKS EMPLOYEES HIRED INTO THE BARGAINING UNIT OR ASSIGNED OR PROMOTED ON OR AFTER MARCH 27, 2005

	Current	1st Sunday following Ratification	9/26/2010	9/25/2011	9/23/2012
Department Managers					
Other Assistant Managers	$17.01	**$17.31**	**$17.56**	**$17.81**	**$18.06**
Head Clerk	$16.66	**$16.96**	**$17.21**	**$17.46**	**$17.71**
Produce Dept. Manager	$17.30	**$17.60**	**$17.85**	**$18.10**	**$18.35**
Floral Manager	$13.67	**$13.97**	**$14.22**	**$14.47**	**$14.72**
Head Sales Clerk	$13.68	**$13.98**	**$14.23**	**$14.48**	**$14.73**
Head Baker	$14.78	**$15.08**	**$15.33**	**$15.58**	**$15.83**
Bakery Manager	$17.01	**$17.31**	**$17.56**	**$17.81**	**$18.06**
Variety Manager	$14.77	**$15.07**	**$15.32**	**$15.57**	**$15.82**
Manager Trainee	$16.26	**$16.56**	**$16.81**	**$17.06**	**$17.31**

EVERGREEN, IDAHO SPRINGS AND PUEBLO CLERKS
EMPLOYEES HIRED INTO THE BARGAINING UNIT OR ASSIGNED OR PROMOTED ON OR AFTER MARCH 27, 2005

	Current	1st Sunday following Ratification	9/26/2010	9/25/2011	9/23/2012
Assist. GM Manager prior to 05/01/82	$16.81	**$17.11**	**$17.36**	**$17.61**	**$17.86**
Non-Food/GM Clerk employed before 05/06/79	$12.56	**$12.86**	**$13.11**	**$13.36**	**$13.61**
Fuel Lead	$11.80	**$12.10**	**$12.35**	**$12.60**	**$12.85**
All Purpose Clerk					
1st 1040 hours worked	$9.13	$9.13	$9.13	$9.13	$9.13
Next 1040 hours worked	$10.13	$10.13	$10.13	$10.13	$10.13
Next 1040 hours worked	$11.03	$11.03	$11.03	$11.03	$11.03
Next 1040 hours worked	$11.80	$11.80	$11.80	$11.80	$11.80
Next 1040 hours worked	$12.55	$12.55	$12.55	$12.55	$12.55
Next 1040 hours worked	$13.25	$13.25	$13.25	$13.25	$13.25
Next 1040 hours worked	$14.00	$14.00	$14.00	$14.00	$14.00
Next 520 hours worked	$14.80	$14.80	$14.80	$14.80	$14.80
Thereafter Rate	$16.26	**$16.56**	**$16.81**	**$17.06**	**$17.31**
Certified Pharmacy Techs					
1st 1040 hours worked	$10.13	$10.13	$10.13	$10.13	$10.13
Next 1040 hours worked	$11.03	$11.03	$11.03	$11.03	$11.03
Next 1040 hours worked	$11.80	$11.80	$11.80	$11.80	$11.80
Next 1040 hours worked	$12.55	$12.55	$12.55	$12.55	$12.55
Next 1040 hours worked	$13.25	$13.25	$13.25	$13.25	$13.25
Next 1040 hours worked	$14.00	$14.00	$14.00	$14.00	$14.00
Next 520 hours worked	$14.80	$14.80	$14.80	$14.80	$14.80
Thereafter	$16.26	**$16.56**	**$16.81**	**$17.06**	**$17.31**
Pharmacy Tech					
1st 1040 hours worked	$7.79	$7.79	$7.79	$7.79	$7.79
Next 1040 hours worked	$8.45	$8.45	$8.45	$8.45	$8.45
Next 1040 hours worked	$9.10	$9.10	$9.10	$9.10	$9.10
Next 1040 hours worked	$9.75	$9.75	$9.75	$9.75	$9.75
Next 1040 hours worked	$10.40	$10.40	$10.40	$10.40	$10.40
Next 1040 hours worked	$11.05	$11.05	$11.05	$11.05	$11.05
Next 1040 hours worked	$11.70	$11.70	$11.70	$11.70	$11.70
Next 520 hours worked	$12.35	$12.35	$12.35	$12.35	$12.35
Thereafter	$13.63	**$13.93**	**$14.18**	**$14.43**	**$14.68**

EVERGREEN, IDAHO SPRINGS AND PUEBLO CLERKS EMPLOYEES HIRED INTO THE BARGAINING UNIT OR ASSIGNED OR PROMOTED ON OR AFTER MARCH 27, 2005

	Current	1st Sunday following Ratification	9/26/2010	9/25/2011	9/23/2012
Floral Clerk-FTD Only					
1st 1040 hours worked	$7.79	$7.79	$7.79	$7.79	$7.79
Next 1040 hours worked	$8.30	$8.30	$8.30	$8.30	$8.30
Next 1040 hours worked	$8.80	$8.80	$8.80	$8.80	$8.80
Next 1040 hours worked	$9.30	$9.30	$9.30	$9.30	$9.30
Next 1040 hours worked	$9.80	$9.80	$9.80	$9.80	$9.80
Next 1040 hours worked	$10.30	$10.30	$10.30	$10.30	$10.30
Next 1040 hours worked	$10.80	$10.80	$10.80	$10.80	$10.80
Next 520 hours worked	$11.50	$11.50	$11.50	$11.50	$11.50
Thereafter	$12.56	**$12.86**	**$13.11**	**$13.36**	**$13.61**
Bakery Clerk					
1st 1040 hours worked	$7.79	$7.79	$7.79	$7.79	$7.79
Next 1040 hours worked	$8.45	$8.45	$8.45	$8.45	$8.45
Next 1040 hours worked	$9.10	$9.10	$9.10	$9.10	$9.10
Next 1040 hours worked	$9.75	$9.75	$9.75	$9.75	$9.75
Next 1040 hours worked	$10.40	$10.40	$10.40	$10.40	$10.40
Next 1040 hours worked	$11.05	$11.05	$11.05	$11.05	$11.05
Next 1040 hours worked	$11.70	$11.70	$11.70	$11.70	$11.70
Next 520 hours worked	$12.35	$12.35	$12.35	$12.35	$12.35
Thereafter	$13.63	**$13.93**	**$14.18**	**$14.43**	**$14.68**
Cake Decorator					
1st 1040 hours worked	$10.00	$10.00	$10.00	$10.00	$10.00
Next 1040 hours worked	$10.40	$10.40	$10.40	$10.40	$10.40
Next 1040 hours worked	$10.85	$10.85	$10.85	$10.85	$10.85
Next 1040 hours worked	$11.25	$11.25	$11.25	$11.25	$11.25
Next 1040 hours worked	$11.65	$11.65	$11.65	$11.65	$11.65
Next 1040 hours worked	$12.05	$12.05	$12.05	$12.05	$12.05
Next 1040 hours worked	$12.50	$12.50	$12.50	$12.50	$12.50
Next 520 hours worked	$13.00	$13.00	$13.00	$13.00	$13.00
Thereafter	$14.31	**$14.61**	**$14.86**	**$15.11**	**$15.36**

EVERGREEN, IDAHO SPRINGS AND PUEBLO CLERKS
EMPLOYEES HIRED INTO THE BARGAINING UNIT OR ASSIGNED OR PROMOTED ON OR AFTER MARCH 27, 2005

	Current	**1st Sunday following Ratification**	**9/26/2010**	**9/25/2011**	**9/23/2012**
Non-Food/GM					
1st 1040 hours worked	$7.79	$7.79	$7.79	$7.79	$7.79
Next 1040 hours worked	$8.09	$8.09	$8.09	$8.09	$8.09
Next 1040 hours worked	$8.39	$8.39	$8.39	$8.39	$8.39
Next 1040 hours worked	$8.64	$8.64	$8.64	$8.64	$8.64
Next 1040 hours worked	$8.89	$8.89	$8.89	$8.89	$8.89
Next 1040 hours worked	$9.14	$9.14	$9.14	$9.14	$9.14
Next 1040 hours worked	$9.39	$9.39	$9.39	$9.39	$9.39
Next 520 hours worked	$9.69	$9.69	$9.69	$9.69	$9.69
Thereafter	$10.73	**$11.03**	**$11.28**	**$11.53**	**$11.78**
Courtesy Clerks hired on or after February 4, 2010 will be paid Minimum Wage					

BRIGHTON, FORT COLLINS, GREELEY, LONGMONT AND LOVELAND CLERKS EMPLOYEES HIRED AND ASSIGNED IN THE BARGAINING UNIT PRIOR TO MARCH 27, 2005

	Current	1st Sunday following Ratification	10/3/2010	10/2/2011	9/30/2012
Department Managers					
Other Assistant Managers	$17.01	**$17.31**	**$17.56**	**$17.81**	**$18.06**
Head Clerk	$16.66	**$16.96**	**$17.21**	**$17.46**	**$17.71**
Produce Dept. Manager	$17.30	**$17.60**	**$17.85**	**$18.10**	**$18.35**
Floral Manager	$13.67	**$13.97**	**$14.22**	**$14.47**	**$14.72**
Head Sales Clerk	$13.68	**$13.98**	**$14.23**	**$14.48**	**$14.73**
Head Baker	$14.78	**$15.08**	**$15.33**	**$15.58**	**$15.83**
Bakery Manager	$17.01	**$17.31**	**$17.56**	**$17.81**	**$18.06**
Variety Manager	$14.77	**$15.07**	**$15.32**	**$15.57**	**$15.82**
Manager Trainee	$16.26	**$16.56**	**$16.81**	**$17.06**	**$17.31**
Assist. GM Manager prior to 05/01/82	$16.81	**$17.11**	**$17.36**	**$17.61**	**$17.86**
Non-Food/GM Clerk employed before 05/06/79	$12.56	**$12.86**	**$13.11**	**$13.36**	**$13.61**
Fuel Lead	$11.80	**$12.10**	**$12.35**	**$12.60**	**$12.85**
All Purpose Clerk					
1st 960 hours worked	$10.13	$10.13	$10.13	$10.13	$10.13
Next 960 hours worked	$11.92	$11.92	$11.92	$11.92	$11.92
Next 960 hours worked	$12.85	$12.85	$12.85	$12.85	$12.85
Next 960 hours worked	$13.87	$13.87	$13.87	$13.87	$13.87
Thereafter Rate	$16.26	**$16.56**	**$16.81**	**$17.06**	**$17.31**
Certified Pharmacy Technicians					
1st 960 hours worked	$10.13	$10.13	$10.13	$10.13	$10.13
Next 960 hours worked	$11.92	$11.92	$11.92	$11.92	$11.92
Next 960 hours worked	$12.85	$12.85	$12.85	$12.85	$12.85
Next 960 hours worked	$13.87	$13.87	$13.87	$13.87	$13.87
Thereafter Rate	$16.26	**$16.56**	**$16.81**	**$17.06**	**$17.31**
Pharmacy Tech					
1st 960 hours worked	$9.28	$9.28	$9.28	$9.28	$9.28
Next 960 hours worked	$10.24	$10.24	$10.24	$10.24	$10.24
Next 960 hours worked	$11.96	$11.96	$11.96	$11.96	$11.96
Thereafter Rate	$13.63	**$13.93**	**$14.18**	**$14.43**	**$14.68**
Floral Clerk-FTD Only					
1st 960 hours worked	$9.28	$9.28	$9.28	$9.28	$9.28
Next 960 hours worked	$10.24	$10.24	$10.24	$10.24	$10.24
Thereafter Rate	$12.56	**$12.86**	**$13.11**	**$13.36**	**$13.61**

BRIGHTON, FORT COLLINS, GREELEY, LONGMONT AND LOVELAND CLERKS EMPLOYEES HIRED AND ASSIGNED IN THE BARGAINING UNIT PRIOR TO MARCH 27, 2005

	Current	1st Sunday following Ratification	10/3/2010	10/2/2011	9/30/2012
Bakery Clerk					
1st 960 hours worked	$9.59	$9.59	$9.59	$9.59	$9.59
Next 960 hours worked	$10.75	$10.75	$10.75	$10.75	$10.75
Next 960 hours worked	$11.76	$11.76	$11.76	$11.76	$11.76
Thereafter Rate	$13.63	**$13.93**	**$14.18**	**$14.43**	**$14.68**
Cake Decorator					
1st 960 hours worked	$10.00	$10.00	$10.00	$10.00	$10.00
Next 960 hours worked	$11.87	$11.87	$11.87	$11.87	$11.87
Thereafter Rate	$14.31	**$14.61**	**$14.86**	**$15.11**	**$15.36**
Non-Food/GM					
First 960 hours worked	$7.79	$7.79	$7.79	$7.79	$7.79
Next 960 hours worked	$8.59	$8.59	$8.59	$8.59	$8.59
Next 960 hours worked	$9.60	$9.60	$9.60	$9.60	$9.60
Thereafter rate	$10.73	**$11.03**	**$11.28**	**$11.53**	**$11.78**

BRIGHTON, FORT COLLINS, GREELEY, LONGMONT AND LOVELAND CLERKS COURTESY CLERKS HIRED PRIOR TO FEBRUARY 4, 2010

	Current	1st Sunday following Ratification	10/3/2010	10/2/2011	9/30/2012
Courtesy Clerk					
1st 480 hours worked	$6.91	$6.91	$6.91	$6.91	$6.91
Thereafter Rate	$7.30	**$7.40**	**$7.50**	**$7.60**	**$7.70**

BRIGHTON, FORT COLLINS, GREELEY, LONGMONT AND LOVELAND CLERKS EMPLOYEES HIRED INTO THE BARGAINING UNIT OR ASSIGNED OR PROMOTED ON OR AFTER MARCH 27, 2005

	Current	1st Sunday following Ratification	10/3/2010	10/2/2011	9/30/2012
Department Managers					
Other Assistant Managers	$17.01	**$17.31**	**$17.56**	**$17.81**	**$18.06**
Head Clerk	$16.66	**$16.96**	**$17.21**	**$17.46**	**$17.71**
Produce Dept. Manager	$17.30	**$17.60**	**$17.85**	**$18.10**	**$18.35**
Floral Manager	$13.67	**$13.97**	**$14.22**	**$14.47**	**$14.72**
Head Sales Clerk	$13.68	**$13.98**	**$14.23**	**$14.48**	**$14.73**
Head Baker	$14.78	**$15.08**	**$15.33**	**$15.58**	**$15.83**
Bakery Manager	$17.01	**$17.31**	**$17.56**	**$17.81**	**$18.06**
Variety Manager	$14.77	**$15.07**	**$15.32**	**$15.57**	**$15.82**

BRIGHTON, FORT COLLINS, GREELEY, LONGMONT AND LOVELAND CLERKS EMPLOYEES HIRED INTO THE BARGAINING UNIT OR ASSIGNED OR PROMOTED ON OR AFTER MARCH 27, 2005

	Current	1st Sunday following Ratification	10/3/2010	10/2/2011	9/30/2012
Manager Trainee	$16.26	**$16.56**	**$16.81**	**$17.06**	**$17.31**
Assist. GM Manager prior to 05/01/82	$16.81	**$17.11**	**$17.36**	**$17.61**	**$17.86**
Non-Food/GM Clerk employed before 05/06/79	$12.56	**$12.86**	**$13.11**	**$13.36**	**$13.61**
Fuel Lead	$11.80	**$12.10**	**$12.35**	**$12.60**	**$12.85**
All Purpose Clerk					
1st 1040 hours worked	$9.13	$9.13	$9.13	$9.13	$9.13
Next 1040 hours worked	$10.13	$10.13	$10.13	$10.13	$10.13
Next 1040 hours worked	$11.03	$11.03	$11.03	$11.03	$11.03
Next 1040 hours worked	$11.80	$11.80	$11.80	$11.80	$11.80
Next 1040 hours worked	$12.55	$12.55	$12.55	$12.55	$12.55
Next 1040 hours worked	$13.25	$13.25	$13.25	$13.25	$13.25
Next 1040 hours worked	$14.00	$14.00	$14.00	$14.00	$14.00
Next 520 hours worked	$14.80	$14.80	$14.80	$14.80	$14.80
Thereafter Rate	$16.26	**$16.56**	**$16.81**	**$17.06**	**$17.31**
Certified Pharmacy Techs					
1st 1040 hours worked	$10.13	$10.13	$10.13	$10.13	$10.13
Next 1040 hours worked	$11.03	$11.03	$11.03	$11.03	$11.03
Next 1040 hours worked	$11.80	$11.80	$11.80	$11.80	$11.80
Next 1040 hours worked	$12.55	$12.55	$12.55	$12.55	$12.55
Next 1040 hours worked	$13.25	$13.25	$13.25	$13.25	$13.25
Next 1040 hours worked	$14.00	$14.00	$14.00	$14.00	$14.00
Next 520 hours worked	$14.80	$14.80	$14.80	$14.80	$14.80
Thereafter	$16.26	**$16.56**	**$16.81**	**$17.06**	**$17.31**
Pharmacy Tech					
1st 1040 hours worked	$7.79	$7.79	$7.79	$7.79	$7.79
Next 1040 hours worked	$8.45	$8.45	$8.45	$8.45	$8.45
Next 1040 hours worked	$9.10	$9.10	$9.10	$9.10	$9.10
Next 1040 hours worked	$9.75	$9.75	$9.75	$9.75	$9.75
Next 1040 hours worked	$10.40	$10.40	$10.40	$10.40	$10.40
Next 1040 hours worked	$11.05	$11.05	$11.05	$11.05	$11.05
Next 1040 hours worked	$11.70	$11.70	$11.70	$11.70	$11.70
Next 520 hours worked	$12.35	$12.35	$12.35	$12.35	$12.35
Thereafter	$13.63	**$13.93**	**$14.18**	**$14.43**	**$14.68**

BRIGHTON, FORT COLLINS, GREELEY, LONGMONT AND LOVELAND CLERKS EMPLOYEES HIRED INTO THE BARGAINING UNIT OR ASSIGNED OR PROMOTED ON OR AFTER MARCH 27, 2005

	Current	1st Sunday following Ratification	10/3/2010	10/2/2011	9/30/2012
Floral Clerk-FTD Only					
1st 1040 hours worked	$7.79	$7.79	$7.79	$7.79	$7.79
Next 1040 hours worked	$8.30	$8.30	$8.30	$8.30	$8.30
Next 1040 hours worked	$8.80	$8.80	$8.80	$8.80	$8.80
Next 1040 hours worked	$9.30	$9.30	$9.30	$9.30	$9.30
Next 1040 hours worked	$9.80	$9.80	$9.80	$9.80	$9.80
Next 1040 hours worked	$10.30	$10.30	$10.30	$10.30	$10.30
Next 1040 hours worked	$10.80	$10.80	$10.80	$10.80	$10.80
Next 520 hours worked	$11.50	$11.50	$11.50	$11.50	$11.50
Thereafter	$12.56	**$12.86**	**$13.11**	**$13.36**	**$13.61**
Bakery Clerk					
1st 1040 hours worked	$7.79	$7.79	$7.79	$7.79	$7.79
Next 1040 hours worked	$8.45	$8.45	$8.45	$8.45	$8.45
Next 1040 hours worked	$9.10	$9.10	$9.10	$9.10	$9.10
Next 1040 hours worked	$9.75	$9.75	$9.75	$9.75	$9.75
Next 1040 hours worked	$10.40	$10.40	$10.40	$10.40	$10.40
Next 1040 hours worked	$11.05	$11.05	$11.05	$11.05	$11.05
Next 1040 hours worked	$11.70	$11.70	$11.70	$11.70	$11.70
Next 520 hours worked	$12.35	$12.35	$12.35	$12.35	$12.35
Thereafter	$13.63	**$13.93**	**$14.18**	**$14.43**	**$14.68**
Cake Decorator					
1st 1040 hours worked	$10.00	$10.00	$10.00	$10.00	$10.00
Next 1040 hours worked	$10.40	$10.40	$10.40	$10.40	$10.40
Next 1040 hours worked	$10.85	$10.85	$10.85	$10.85	$10.85
Next 1040 hours worked	$11.25	$11.25	$11.25	$11.25	$11.25
Next 1040 hours worked	$11.65	$11.65	$11.65	$11.65	$11.65
Next 1040 hours worked	$12.05	$12.05	$12.05	$12.05	$12.05
Next 1040 hours worked	$12.50	$12.50	$12.50	$12.50	$12.50
Next 520 hours worked	$13.00	$13.00	$13.00	$13.00	$13.00
Thereafter	$14.31	**$14.61**	**$14.86**	**$15.11**	**$15.36**

BRIGHTON, FORT COLLINS, GREELEY, LONGMONT AND LOVELAND CLERKS EMPLOYEES HIRED INTO THE BARGAINING UNIT OR ASSIGNED OR PROMOTED ON OR AFTER MARCH 27, 2005

	Current	1st Sunday following Ratification	10/3/2010	10/2/2011	9/30/2012
Non-Food/GM					
1st 1040 hours worked	$7.79	**$7.79**	**$7.79**	**$7.79**	**$7.79**
Next 1040 hours worked	$8.09	$8.09	$8.09	$8.09	$8.09
Next 1040 hours worked	$8.39	$8.39	$8.39	$8.39	$8.39
Next 1040 hours worked	$8.64	$8.64	$8.64	$8.64	$8.64
Next 1040 hours worked	$8.89	$8.89	$8.89	$8.89	$8.89
Next 1040 hours worked	$9.14	$9.14	$9.14	$9.14	$9.14
Next 1040 hours worked	$9.39	$9.39	$9.39	$9.39	$9.39
Next 520 hours worked	$9.69	$9.69	$9.69	$9.69	$9.69
Thereafter	$10.73	**$11.03**	**$11.28**	**$11.53**	**$11.78**
Courtesy Clerks hired on or after February 4, 2010 will be paid Minimum Wage					

FRISCO AND VAIL CLERKS
EMPLOYEES HIRED AND ASSIGNED IN THE BARGAINING UNIT PRIOR TO MARCH 27, 2005

	Current	1st Sunday following Ratification	10/17/2010	10/16/2011	10/14/2012
Department Managers					
Other Assistant Managers	$17.01	**$17.31**	**$17.56**	**$17.81**	**$18.06**
Head Clerk	$16.66	**$16.96**	**$17.21**	**$17.46**	**$17.71**
Produce Dept. Manager	$17.30	**$17.60**	**$17.85**	**$18.10**	**$18.35**
Floral Manager	$13.67	**$13.97**	**$14.22**	**$14.47**	**$14.72**
Head Sales Clerk	$13.68	**$13.98**	**$14.23**	**$14.48**	**$14.73**
Head Baker	$14.78	**$15.08**	**$15.33**	**$15.58**	**$15.83**
Bakery Manager	$17.01	**$17.31**	**$17.56**	**$17.81**	**$18.06**
Variety Manager	$14.77	**$15.07**	**$15.32**	**$15.57**	**$15.82**
Manager Trainee	$16.26	**$16.56**	**$16.81**	**$17.06**	**$17.31**
Assist. GM Manager prior to 05/01/82	$16.81	**$17.11**	**$17.36**	**$17.61**	**$17.86**
Non-Food/GM Clerk employed before 05/06/79	$12.56	**$12.86**	**$13.11**	**$13.36**	**$13.61**
Fuel Lead	$11.80	**$12.10**	**$12.35**	**$12.60**	**$12.85**
All Purpose Clerk					
1st 960 hours worked	$10.13	$10.13	$10.13	$10.13	$10.13
Next 960 hours worked	$11.92	$11.92	$11.92	$11.92	$11.92
Next 960 hours worked	$12.85	$12.85	$12.85	$12.85	$12.85
Next 960 hours worked	$13.87	$13.87	$13.87	$13.87	$13.87
Thereafter Rate	$16.26	**$16.56**	**$16.81**	**$17.06**	**$17.31**
Certified Pharmacy Technicians					
1st 960 hours worked	$10.13	$10.13	$10.13	$10.13	$10.13
Next 960 hours worked	$11.92	$11.92	$11.92	$11.92	$11.92
Next 960 hours worked	$12.85	$12.85	$12.85	$12.85	$12.85
Next 960 hours worked	$13.87	$13.87	$13.87	$13.87	$13.87
Thereafter Rate	$16.26	**$16.56**	**$16.81**	**$17.06**	**$17.31**
Pharmacy Tech					
1st 960 hours worked	$9.28	$9.28	$9.28	$9.28	$9.28
Next 960 hours worked	$10.24	$10.24	$10.24	$10.24	$10.24
Next 960 hours worked	$11.96	$11.96	$11.96	$11.96	$11.96
Thereafter Rate	$13.63	**$13.93**	**$14.18**	**$14.43**	**$14.68**
Floral Clerk-FTD Only					
1st 960 hours worked	$9.28	$9.28	$9.28	$9.28	$9.28
Next 960 hours worked	$10.24	$10.24	$10.24	$10.24	$10.24
Thereafter Rate	$12.56	**$12.86**	**$13.11**	**$13.36**	**$13.61**

FRISCO AND VAIL CLERKS
EMPLOYEES HIRED AND ASSIGNED IN THE BARGAINING UNIT PRIOR TO MARCH 27, 2005

	Current	1st Sunday following Ratification	10/17/2010	10/16/2011	10/14/2012
Bakery Clerk					
1st 960 hours worked	$9.59	$9.59	$9.59	$9.59	$9.59
Next 960 hours worked	$10.75	$10.75	$10.75	$10.75	$10.75
Next 960 hours worked	$11.76	$11.76	$11.76	$11.76	$11.76
Thereafter Rate	$13.63	**$13.93**	**$14.18**	**$14.43**	**$14.68**
Cake Decorator					
1st 960 hours worked	$10.00	$10.00	$10.00	$10.00	$10.00
Next 960 hours worked	$11.87	$11.87	$11.87	$11.87	$11.87
Thereafter Rate	$14.31	**$14.61**	**$14.86**	**$15.11**	**$15.36**
Non-Food/GM					
First 960 hours worked	$7.79	$7.79	$7.79	$7.79	$7.79
Next 960 hours worked	$8.59	$8.59	$8.59	$8.59	$8.59
Next 960 hours worked	$9.60	$9.60	$9.60	$9.60	$9.60
Thereafter rate	$10.73	**$11.03**	**$11.28**	**$11.53**	**$11.78**

FRISCO AND VAIL CLERKS
COURTESY CLERKS HIRED PRIOR TO FEBRUARY 4, 2010

	Current	1st Sunday following Ratification	10/17/2010	10/16/2011	10/14/2012
Courtesy Clerk					
1st 480 hours worked	$6.91	$6.91	$6.91	$6.91	$6.91
Thereafter Rate	$7.30	**$7.40**	**$7.50**	**$7.60**	**$7.70**

FRISCO AND VAIL CLERKS
EMPLOYEES HIRED INTO THE BARGAINING UNIT OR ASSIGNED OR PROMOTED ON OR AFTER MARCH 27, 2005

	Current	1st Sunday following Ratification	10/17/2010	10/16/2011	10/14/2012
Department Managers					
Other Assistant Managers	$17.01	**$17.31**	**$17.56**	**$17.81**	**$18.06**
Head Clerk	$16.66	**$16.96**	**$17.21**	**$17.46**	**$17.71**
Produce Dept. Manager	$17.30	**$17.60**	**$17.85**	**$18.10**	**$18.35**
Floral Manager	$13.67	**$13.97**	**$14.22**	**$14.47**	**$14.72**
Head Sales Clerk	$13.68	**$13.98**	**$14.23**	**$14.48**	**$14.73**
Head Baker	$14.78	**$15.08**	**$15.33**	**$15.58**	**$15.83**
Bakery Manager	$17.01	**$17.31**	**$17.56**	**$17.81**	**$18.06**
Variety Manager	$14.77	**$15.07**	**$15.32**	**$15.57**	**$15.82**

FRISCO AND VAIL CLERKS
EMPLOYEES HIRED INTO THE BARGAINING UNIT OR ASSIGNED OR PROMOTED ON OR AFTER MARCH 27, 2005

	Current	1st Sunday following Ratification	10/17/2010	10/16/2011	10/14/2012
Manager Trainee	$16.26	**$16.56**	**$16.81**	**$17.06**	**$17.31**
Assist. GM Manager prior to 05/01/82	$16.81	**$17.11**	**$17.36**	**$17.61**	**$17.86**
Non-Food/GM Clerk employed before 05/06/79	$12.56	**$12.86**	**$13.11**	**$13.36**	**$13.61**
Fuel Lead	$11.80	**$12.10**	**$12.35**	**$12.60**	**$12.85**
All Purpose Clerk					
1st 1040 hours worked	$9.13	$9.13	$9.13	$9.13	$9.13
Next 1040 hours worked	$10.13	$10.13	$10.13	$10.13	$10.13
Next 1040 hours worked	$11.03	$11.03	$11.03	$11.03	$11.03
Next 1040 hours worked	$11.80	$11.80	$11.80	$11.80	$11.80
Next 1040 hours worked	$12.55	$12.55	$12.55	$12.55	$12.55
Next 1040 hours worked	$13.25	$13.25	$13.25	$13.25	$13.25
Next 1040 hours worked	$14.00	$14.00	$14.00	$14.00	$14.00
Next 520 hours worked	$14.80	$14.80	$14.80	$14.80	$14.80
Thereafter Rate	$16.26	**$16.56**	**$16.81**	**$17.06**	**$17.31**
Certified Pharmacy Techs					
1st 1040 hours worked	$10.13	$10.13	$10.13	$10.13	$10.13
Next 1040 hours worked	$11.03	$11.03	$11.03	$11.03	$11.03
Next 1040 hours worked	$11.80	$11.80	$11.80	$11.80	$11.80
Next 1040 hours worked	$12.55	$12.55	$12.55	$12.55	$12.55
Next 1040 hours worked	$13.25	$13.25	$13.25	$13.25	$13.25
Next 1040 hours worked	$14.00	$14.00	$14.00	$14.00	$14.00
Next 520 hours worked	$14.80	$14.80	$14.80	$14.80	$14.80
Thereafter	$16.26	**$16.56**	**$16.81**	**$17.06**	**$17.31**
Pharmacy Tech					
1st 1040 hours worked	$7.79	$7.79	$7.79	$7.79	$7.79
Next 1040 hours worked	$8.45	$8.45	$8.45	$8.45	$8.45
Next 1040 hours worked	$9.10	$9.10	$9.10	$9.10	$9.10
Next 1040 hours worked	$9.75	$9.75	$9.75	$9.75	$9.75
Next 1040 hours worked	$10.40	$10.40	$10.40	$10.40	$10.40
Next 1040 hours worked	$11.05	$11.05	$11.05	$11.05	$11.05
Next 1040 hours worked	$11.70	$11.70	$11.70	$11.70	$11.70
Next 520 hours worked	$12.35	$12.35	$12.35	$12.35	$12.35
Thereafter	$13.63	**$13.93**	**$14.18**	**$14.43**	**$14.68**

FRISCO AND VAIL CLERKS
EMPLOYEES HIRED INTO THE BARGAINING UNIT OR ASSIGNED OR PROMOTED ON OR AFTER MARCH 27, 2005

	Current	1st Sunday following Ratification	10/17/2010	10/16/2011	10/14/2012
Floral Clerk-FTD Only					
1st 1040 hours worked	$7.79	$7.79	$7.79	$7.79	$7.79
Next 1040 hours worked	$8.30	$8.30	$8.30	$8.30	$8.30
Next 1040 hours worked	$8.80	$8.80	$8.80	$8.80	$8.80
Next 1040 hours worked	$9.30	$9.30	$9.30	$9.30	$9.30
Next 1040 hours worked	$9.80	$9.80	$9.80	$9.80	$9.80
Next 1040 hours worked	$10.30	$10.30	$10.30	$10.30	$10.30
Next 1040 hours worked	$10.80	$10.80	$10.80	$10.80	$10.80
Next 520 hours worked	$11.50	$11.50	$11.50	$11.50	$11.50
Thereafter	$12.56	**$12.86**	**$13.11**	**$13.36**	**$13.61**
Bakery Clerk					
1st 1040 hours worked	$7.79	$7.79	$7.79	$7.79	$7.79
Next 1040 hours worked	$8.45	$8.45	$8.45	$8.45	$8.45
Next 1040 hours worked	$9.10	$9.10	$9.10	$9.10	$9.10
Next 1040 hours worked	$9.75	$9.75	$9.75	$9.75	$9.75
Next 1040 hours worked	$10.40	$10.40	$10.40	$10.40	$10.40
Next 1040 hours worked	$11.05	$11.05	$11.05	$11.05	$11.05
Next 1040 hours worked	$11.70	$11.70	$11.70	$11.70	$11.70
Next 520 hours worked	$12.35	$12.35	$12.35	$12.35	$12.35
Thereafter	$13.63	**$13.93**	**$14.18**	**$14.43**	**$14.68**
Cake Decorator					
1st 1040 hours worked	$10.00	$10.00	$10.00	$10.00	$10.00
Next 1040 hours worked	$10.40	$10.40	$10.40	$10.40	$10.40
Next 1040 hours worked	$10.85	$10.85	$10.85	$10.85	$10.85
Next 1040 hours worked	$11.25	$11.25	$11.25	$11.25	$11.25
Next 1040 hours worked	$11.65	$11.65	$11.65	$11.65	$11.65
Next 1040 hours worked	$12.05	$12.05	$12.05	$12.05	$12.05
Next 1040 hours worked	$12.50	$12.50	$12.50	$12.50	$12.50
Next 520 hours worked	$13.00	$13.00	$13.00	$13.00	$13.00
Thereafter	$14.31	**$14.61**	**$14.86**	**$15.11**	**$15.36**

FRISCO AND VAIL CLERKS
EMPLOYEES HIRED INTO THE BARGAINING UNIT OR ASSIGNED OR PROMOTED ON OR AFTER MARCH 27, 2005

	Current	1st Sunday following Ratification	10/17/2010	10/16/2011	10/14/2012
Non-Food/GM					
1st 1040 hours worked	$7.79	$7.79	$7.79	$7.79	$7.79
Next 1040 hours worked	$8.09	$8.09	$8.09	$8.09	$8.09
Next 1040 hours worked	$8.39	$8.39	$8.39	$8.39	$8.39
Next 1040 hours worked	$8.64	$8.64	$8.64	$8.64	$8.64
Next 1040 hours worked	$8.89	$8.89	$8.89	$8.89	$8.89
Next 1040 hours worked	$9.14	$9.14	$9.14	$9.14	$9.14
Next 1040 hours worked	$9.39	$9.39	$9.39	$9.39	$9.39
Next 520 hours worked	$9.69	$9.69	$9.69	$9.69	$9.69
Thereafter	$10.73	**$11.03**	**$11.28**	**$11.53**	**$11.78**
Courtesy Clerks hired on or after February 4, 2010 will be paid Minimum Wage					

FORT MORGAN CLERKS
EMPLOYEES HIRED AND ASSIGNED IN THE BARGAINING UNIT PRIOR TO MARCH 27, 2005

	Current	1st Sunday following Ratification	10/24/2010	10/23/2011	10/21/2012
Department Managers					
Other Assistant Managers	$16.41	**$16.71**	**$16.96**	**$17.21**	**$17.46**
Head Clerk	$16.06	**$16.36**	**$16.61**	**$16.86**	**$17.11**
Produce Dept. Manager	$16.21	**$16.51**	**$16.76**	**$17.01**	**$17.26**
Head Sales Clerk	$13.17	**$13.47**	**$13.72**	**$13.97**	**$14.22**
Head Baker	$14.21	**$14.51**	**$14.76**	**$15.01**	**$15.26**
Bakery Manager	$16.41	**$16.71**	**$16.96**	**$17.21**	**$17.46**
Non-Food/GM Clerk employed before 05/06/79	$11.87	**$12.17**	**$12.42**	**$12.67**	**$12.92**
All Purpose Clerk					
1st 960 hours worked	$10.07	$10.07	$10.07	$10.07	$10.07
Next 960 hours worked	$11.42	$11.42	$11.42	$11.42	$11.42
Next 960 hours worked	$12.36	$12.36	$12.36	$12.36	$12.36
Next 960 hours worked	$13.42	$13.42	$13.42	$13.42	$13.42
Thereafter Rate	$15.66	**$15.96**	**$16.21**	**$16.46**	**$16.71**
Certified Pharmacy Technicians					
1st 960 hours worked	$11.96	$11.96	$11.96	$11.96	$11.96
Next 960 hours worked	$13.03	$13.03	$13.03	$13.03	$13.03
Thereafter Rate	$14.67	**$14.97**	**$15.22**	**$15.47**	**$15.72**
Bakery Clerk					
1st 960 hours worked	$9.18	$9.18	$9.18	$9.18	$9.18
Next 960 hours worked	$10.33	$10.33	$10.33	$10.33	$10.33
Next 960 hours worked	$11.28	$11.28	$11.28	$11.28	$11.28
Thereafter Rate	$13.12	**$13.42**	**$13.67**	**$13.92**	**$14.17**
Cake Decorator					
1st 960 hours worked	$9.61	$9.61	$9.61	$9.61	$9.61
Next 960 hours worked	$11.39	$11.39	$11.39	$11.39	$11.39
Thereafter Rate	$13.77	**$14.07**	**$14.32**	**$14.57**	**$14.82**
Non-Food/GM					
First 960 hours worked	$7.79	$7.79	$7.79	$7.79	$7.79
Next 960 hours worked	$8.59	$8.59	$8.59	$8.59	$8.59
Next 960 hours worked	$9.60	$9.60	$9.60	$9.60	$9.60
Thereafter rate	$10.73	**$11.03**	**$11.28**	**$11.53**	**$11.78**

FORT MORGAN CLERKS
EMPLOYEES HIRED AND ASSIGNED IN THE BARGAINING UNIT PRIOR TO MARCH 27, 2005

	Current	1st Sunday following Ratification	10/24/2010	10/23/2011	10/21/2012
Pharmacy Tech					
1st 960 hours worked	$9.32	$9.32	$9.32	$9.32	$9.32
Next 960 hours worked	$10.28	$10.28	$10.28	$10.28	$10.28
Next 960 hours worked	$12.01	$12.01	$12.01	$12.01	$12.01
Thereafter Rate	$13.68	**$13.98**	**$14.23**	**$14.48**	**$14.73**

FORT MORGAN CLERKS
COURTESY CLERKS HIRED PRIOR TO FEBRUARY 4, 2010

	Current	1st Sunday following Ratification	10/24/2010	10/23/2011	10/21/2012
Courtesy Clerk					
1st 480 hours worked	$6.91	$6.91	$6.91	$6.91	$6.91
Thereafter Rate	$7.30	**$7.40**	**$7.50**	**$7.60**	**$7.70**

FORT MORGAN CLERKS
EMPLOYEES HIRED INTO THE BARGAINING UNIT OR ASSIGNED OR PROMOTED ON OR AFTER MARCH 27, 2005

	Current	1st Sunday following Ratification	10/24/2010	10/23/2011	10/21/2012
Department Managers					
Other Assistant Managers	$16.41	**$16.71**	**$16.96**	**$17.21**	**$17.46**
Head Clerk	$16.06	**$16.36**	**$16.61**	**$16.86**	**$17.11**
Produce Dept. Manager	$16.21	**$16.51**	**$16.76**	**$17.01**	**$17.26**
Head Sales Clerk	$13.17	**$13.47**	**$13.72**	**$13.97**	**$14.22**
Head Baker	$14.21	**$14.51**	**$14.76**	**$15.01**	**$15.26**
Bakery Manager	$16.41	**$16.71**	**$16.96**	**$17.21**	**$17.46**
All Purpose Clerk					
1st 1040 hours worked	$9.07	$9.07	$9.07	$9.07	$9.07
Next 1040 hours worked	$9.75	$9.75	$9.75	$9.75	$9.75
Next 1040 hours worked	$10.60	$10.60	$10.60	$10.60	$10.60
Next 1040 hours worked	$11.35	$11.35	$11.35	$11.35	$11.35
Next 1040 hours worked					
Next 1040 hours worked					
Next 1040 hours worked					
Next 520 hours worked	$14.25	$14.25	$14.25	$14.25	$14.25
Thereafter Rate	$15.66	$15.96	$16.21	$16.46	$16.71

FORT MORGAN CLERKS
EMPLOYEES HIRED INTO THE BARGAINING UNIT OR ASSIGNED OR PROMOTED ON OR AFTER MARCH 27, 2005

	Current	1st Sunday following Ratification	10/24/2010	10/23/2011	10/21/2012
Certified Pharmacy Techs					
1st 1040 hours worked	$11.96	$11.96	$11.96	$11.96	$11.96
Next 1040 hours worked	$12.26	$12.26	$12.26	$12.26	$12.26
Next 1040 hours worked	$12.56	$12.56	$12.56	$12.56	$12.56
Next 1040 hours worked	$12.86	$12.86	$12.86	$12.86	$12.86
Next 1040 hours worked	$13.16	$13.16	$13.16	$13.16	$13.16
Next 1040 hours worked	$13.46	$13.46	$13.46	$13.46	$13.46
Next 520 hours worked	$13.76	$13.76	$13.76	$13.76	$13.76
Thereafter	$14.67	**$14.97**	**$15.22**	**$15.47**	**$15.72**
Bakery Clerk					
1st 1040 hours worked	$7.79	$7.79	$7.79	$7.79	$7.79
Next 1040 hours worked	$8.40	$8.40	$8.40	$8.40	$8.40
Next 1040 hours worked	$9.00	$9.00	$9.00	$9.00	$9.00
Next 1040 hours worked	$9.60	$9.60	$9.60	$9.60	$9.60
Next 1040 hours worked	$10.20	$10.20	$10.20	$10.20	$10.20
Next 1040 hours worked	$10.80	$10.80	$10.80	$10.80	$10.80
Next 1040 hours worked	$11.40	$11.40	$11.40	$11.40	$11.40
Next 520 hours worked	$12.00	$12.00	$12.00	$12.00	$12.00
Thereafter	$13.12	**$13.42**	**$13.67**	**$13.92**	**$14.17**
Cake Decorator					
1st 1040 hours worked	$9.61	$9.61	$9.61	$9.61	$9.61
Next 1040 hours worked	$10.05	$10.05	$10.05	$10.05	$10.05
Next 1040 hours worked	$10.50	$10.50	$10.50	$10.50	$10.50
Next 1040 hours worked	$10.95	$10.95	$10.95	$10.95	$10.95
Next 1040 hours worked	$11.40	$11.40	$11.40	$11.40	$11.40
Next 1040 hours worked	$11.85	$11.85	$11.85	$11.85	$11.85
Next 1040 hours worked	$12.30	$12.30	$12.30	$12.30	$12.30
Next 520 hours worked	$12.75	$12.75	$12.75	$12.75	$12.75
Thereafter	$13.77	**$14.07**	**$14.32**	**$14.57**	**$14.82**
Non-Food/GM					
1st 1040 hours worked	$7.79	$7.79	$7.79	$7.79	$7.79
Next 1040 hours worked	$8.09	$8.09	$8.09	$8.09	$8.09
Next 1040 hours worked	$8.39	$8.39	$8.39	$8.39	$8.39
Next 1040 hours worked	$8.64	$8.64	$8.64	$8.64	$8.64
Next 1040 hours worked	$8.89	$8.89	$8.89	$8.89	$8.89
Next 1040 hours worked	$9.14	$9.14	$9.14	$9.14	$9.14
Next 1040 hours worked	$9.39	$9.39	$9.39	$9.39	$9.39
Next 520 hours worked	$9.69	$9.69	$9.69	$9.69	$9.69
Thereafter	$10.73	**$11.03**	**$11.28**	**$11.53**	**$11.78**

FORT MORGAN CLERKS
EMPLOYEES HIRED INTO THE BARGAINING UNIT OR ASSIGNED OR PROMOTED ON OR AFTER MARCH 27, 2005

	Current	**1st Sunday following Ratification**	**10/24/2010**	**10/23/2011**	**10/21/2012**
Pharmacy Tech					
1st 1040 hours worked	$7.79	$7.79	$7.79	$7.79	$7.79
Next 1040 hours worked	$8.45	$8.45	$8.45	$8.45	$8.45
Next 1040 hours worked	$9.10	$9.10	$9.10	$9.10	$9.10
Next 1040 hours worked	$9.75	$9.75	$9.75	$9.75	$9.75
Next 1040 hours worked	$10.40	$10.40	$10.40	$10.40	$10.40
Next 1040 hours worked	$11.05	$11.05	$11.05	$11.05	$11.05
Next 1040 hours worked	$11.70	$11.70	$11.70	$11.70	$11.70
Next 520 hours worked	$12.40	$12.40	$12.40	$12.40	$12.40
Thereafter	$13.68	**$13.98**	**$14.23**	**$14.48**	**$14.73**
Courtesy Clerks hired on or after February 4, 2010 will be paid Minimum Wage					

LA JUNTA AND LAMAR CLERKS
EMPLOYEES HIRED AND ASSIGNED IN THE BARGAINING UNIT PRIOR TO MARCH 27, 2005

	Current	1st Sunday following Ratification	10/17/2010	10/16/2011	10/14/2012
Department Managers					
Other Assistant Managers	$16.16	**$16.46**	**$16.71**	**$16.96**	**$17.21**
Head Clerk	$15.81	**$16.11**	**$16.36**	**$16.61**	**$16.86**
Produce Dept. Manager	$16.25	**$16.55**	**$16.80**	**$17.05**	**$17.30**
Floral Manager	$12.98	**$13.28**	**$13.53**	**$13.78**	**$14.03**
Head Sales Clerk	$12.95	**$13.25**	**$13.50**	**$13.75**	**$14.00**
Head Baker	$13.97	**$14.27**	**$14.52**	**$14.77**	**$15.02**
Bakery Manager	$16.09	**$16.39**	**$16.64**	**$16.89**	**$17.14**
Manager Trainee	$15.41	**$15.71**	**$15.96**	**$16.21**	**$16.46**
Non-Food/GM Clerk employed before 05/06/79	$11.68	**$11.98**	**$12.23**	**$12.48**	**$12.73**
All Purpose Clerk					
1st 960 hours worked	$9.91	$9.91	$9.91	$9.91	$9.91
Next 960 hours worked	$11.24	$11.24	$11.24	$11.24	$11.24
Next 960 hours worked	$12.15	$12.15	$12.15	$12.15	$12.15
Next 960 hours worked	$13.19	$13.19	$13.19	$13.19	$13.19
Thereafter Rate	$15.41	**$15.71**	**$15.96**	**$16.21**	**$16.46**
Bakery Clerk					
1st 960 hours worked	$9.04	$9.04	$9.04	$9.04	$9.04
Next 960 hours worked	$10.14	$10.14	$10.14	$10.14	$10.14
Next 960 hours worked	$11.07	$11.07	$11.07	$11.07	$11.07
Thereafter Rate	$12.90	**$13.20**	**$13.45**	**$13.70**	**$13.95**
Cake Decorator					
1st 960 hours worked	$9.45	$9.45	$9.45	$9.45	$9.45
Next 960 hours worked	$11.23	$11.23	$11.23	$11.23	$11.23
Thereafter Rate	$13.55	**$13.85**	**$14.10**	**$14.35**	**$14.60**
Non-Food/GM					
1st 960 hours worked	$7.79	$7.79	$7.79	$7.79	$7.79
Next 960 hours worked	$8.59	$8.59	$8.59	$8.59	$8.59
Next 960 hours worked	$9.60	$9.60	$9.60	$9.60	$9.60
Thereafter	$10.73	**$11.03**	**$11.28**	**$11.53**	**$11.78**

LA JUNTA AND LAMAR CLERKS
COURTESY CLERKS HIRED PRIOR TO FEBRUARY 4, 2010

	Current	1st Sunday following Ratification	10/17/2010	10/16/2011	10/14/2012
Courtesy Clerk					
1st 480 hours worked	$6.91	$6.91	$6.91	$6.91	$6.91
Thereafter Rate	$7.30	**$7.40**	**$7.50**	**$7.60**	**$7.70**

LA JUNTA AND LAMAR CLERKS
EMPLOYEES HIRED INTO THE BARGAINING UNIT OR ASSIGNED OR PROMOTED ON OR AFTER MARCH 27, 2005

	Current	1st Sunday following Ratification	10/17/2010	10/16/2011	10/14/2012
Department Managers					
Other Assistant Managers	$16.16	**$16.46**	**$16.71**	**$16.96**	**$17.21**
Head Clerk	$15.81	**$16.11**	**$16.36**	**$16.61**	**$16.86**
Produce Dept. Manager	$16.25	**$16.55**	**$16.80**	**$17.05**	**$17.30**
Floral Manager	$12.98	**$13.28**	**$13.53**	**$13.78**	**$14.03**
Head Sales Clerk	$12.95	**$13.25**	**$13.50**	**$13.75**	**$14.00**
Head Baker	$13.97	**$14.27**	**$14.52**	**$14.77**	**$15.02**
Bakery Manager	$16.09	**$16.39**	**$16.64**	**$16.89**	**$17.14**
Manager Trainee	$15.41	**$15.71**	**$15.96**	**$16.21**	**$16.46**
All Purpose Clerk					
1st 1040 hours worked	$8.91	$8.91	$8.91	$8.91	$8.91
Next 1040 hours worked	$9.60	$9.60	$9.60	$9.60	$9.60
Next 1040 hours worked	$10.45	$10.45	$10.45	$10.45	$10.45
Next 1040 hours worked	$11.15	$11.15	$11.15	$11.15	$11.15
Next 1040 hours worked	$11.85	$11.85	$11.85	$11.85	$11.85
Next 1040 hours worked	$12.55	$12.55	$12.55	$12.55	$12.55
Next 1040 hours worked	$13.25	$13.25	$13.25	$13.25	$13.25
Next 520 hours worked	$14.00	$14.00	$14.00	$14.00	$14.00
Thereafter Rate	$15.41	**$15.71**	**$15.96**	**$16.21**	**$16.46**
Bakery Clerk					
1st 1040 hours worked	$7.79	$7.79	$7.79	$7.79	$7.79
Next 1040 hours worked	$8.35	$8.35	$8.35	$8.35	$8.35
Next 1040 hours worked	$8.90	$8.90	$8.90	$8.90	$8.90
Next 1040 hours worked	$9.45	$9.45	$9.45	$9.45	$9.45
Next 1040 hours worked	$10.00	$10.00	$10.00	$10.00	$10.00
Next 1040 hours worked	$10.55	$10.55	$10.55	$10.55	$10.55
Next 1040 hours worked	$11.10	$11.10	$11.10	$11.10	$11.10
Next 520 hours worked	$11.65	$11.65	$11.65	$11.65	$11.65
Thereafter	$12.90	**$13.20**	**$13.45**	**$13.70**	**$13.95**

LA JUNTA AND LAMAR CLERKS
EMPLOYEES HIRED INTO THE BARGAINING UNIT OR ASSIGNED OR PROMOTED ON OR AFTER MARCH 27, 2005

	Current	**1st Sunday following Ratification**	**10/17/2010**	**10/16/2011**	**10/14/2012**
Cake Decorator					
1st 1040 hours worked	$9.45	$9.45	$9.45	$9.45	$9.45
Next 1040 hours worked	$9.90	$9.90	$9.90	$9.90	$9.90
Next 1040 hours worked	$10.35	$10.35	$10.35	$10.35	$10.35
Next 1040 hours worked	$10.80	$10.80	$10.80	$10.80	$10.80
Next 1040 hours worked	$11.25	$11.25	$11.25	$11.25	$11.25
Next 1040 hours worked	$11.70	$11.70	$11.70	$11.70	$11.70
Next 1040 hours worked	$12.15	$12.15	$12.15	$12.15	$12.15
Next 520 hours worked	$12.60	$12.60	$12.60	$12.60	$12.60
Thereafter	$13.55	**$13.85**	**$14.10**	**$14.35**	**$14.60**
Non-Food/GM					
1st 1040 hours worked	$7.79	$7.79	$7.79	$7.79	$7.79
Next 1040 hours worked	$8.09	$8.09	$8.09	$8.09	$8.09
Next 1040 hours worked	$8.39	$8.39	$8.39	$8.39	$8.39
Next 1040 hours worked	$8.64	$8.64	$8.64	$8.64	$8.64
Next 1040 hours worked	$8.89	$8.89	$8.89	$8.89	$8.89
Next 1040 hours worked	$9.14	$9.14	$9.14	$9.14	$9.14
Next 1040 hours worked	$9.39	$9.39	$9.39	$9.39	$9.39
Next 520 hours worked	$9.69	$9.69	$9.69	$9.69	$9.69
Thereafter	$10.73	**$11.03**	**$11.28**	**$11.53**	**$11.78**
Courtesy Clerks hired on or after February 4, 2010 will be paid Minimum Wage					

ALAMOSA, CANON CITY, LEADVILLE, MONTE VISTA, SALIDA, TRINIDAD AND WALSENBURG CLERKS
EMPLOYEES HIRED AND ASSIGNED IN THE BARGAINING UNIT PRIOR TO MARCH 27, 2005

	Current	1st Sunday following Ratification	10/17/2010	10/16/2011	10/14/2012
Department Managers					
Other Assistant Managers	$16.76	**$17.06**	**$17.31**	**$17.56**	**$17.81**
Head Clerk	$16.41	**$16.71**	**$16.96**	**$17.21**	**$17.46**
Produce Dept. Manager	$17.05	**$17.35**	**$17.60**	**$17.85**	**$18.10**
Floral Manager	$13.47	**$13.77**	**$14.02**	**$14.27**	**$14.52**
Head Sales Clerk	$13.47	**$13.77**	**$14.02**	**$14.27**	**$14.52**
Head Baker	$14.55	**$14.85**	**$15.10**	**$15.35**	**$15.60**
Bakery Manager	$16.76	**$17.06**	**$17.31**	**$17.56**	**$17.81**
Manager Trainee	$16.01	**$16.31**	**$16.56**	**$16.81**	**$17.06**
Non-Food/GM Clerk employed before 05/06/79	$12.41	**$12.71**	**$12.96**	**$13.21**	**$13.46**
Certified Pharmacy Tech hired before 5/7/95 (Canon City and Trinidad only)	$13.44	**$13.74**	**$13.99**	**$14.24**	**$14.49**
All Purpose Clerk					
1st 960 hours worked	$9.98	$9.98	$9.98	$9.98	$9.98
Next 960 hours worked	$11.77	$11.77	$11.77	$11.77	$11.77
Next 960 hours worked	$12.88	$12.88	$12.88	$12.88	$12.88
Next 960 hours worked	$13.69	$13.69	$13.69	$13.69	$13.69
Thereafter Rate	$16.01	**$16.31**	**$16.56**	**$16.81**	**$17.06**
Certified - Pharmacy Technicians (Canon City and Trinidad only)					
1st 960 hours worked	$10.26	$10.26	$10.26	$10.26	$10.26
Next 960 hours worked	$11.26	$11.26	$11.26	$11.26	$11.26
Thereafter Rate	$12.82	**$13.12**	**$13.37**	**$13.62**	**$13.87**
Pharmacy Tech (Canon City and Trinidad only)					
1st 960 hours worked	$9.14	$9.14	$9.14	$9.14	$9.14
Next 960 hours worked	$10.26	$10.26	$10.26	$10.26	$10.26
Thereafter Rate	$11.79	**$12.09**	**$12.34**	**$12.59**	**$12.84**
Bakery Clerk					
1st 960 hours worked	$9.46	$9.46	$9.46	$9.46	$9.46
Next 960 hours worked	$10.58	$10.58	$10.58	$10.58	$10.58
Next 960 hours worked	$11.59	$11.59	$11.59	$11.59	$11.59
Thereafter Rate	$13.42	**$13.72**	**$13.97**	**$14.22**	**$14.47**

ALAMOSA, CANON CITY, LEADVILLE, MONTE VISTA, SALIDA, TRINIDAD AND WALSENBURG CLERKS
EMPLOYEES HIRED AND ASSIGNED IN THE BARGAINING UNIT PRIOR TO MARCH 27, 2005

	Current	1st Sunday following Ratification	10/17/2010	10/16/2011	10/14/2012
Cake Decorator					
1st 960 hours worked	$9.79	$9.79	$9.79	$9.79	$9.79
Next 960 hours worked	$11.63	$11.63	$11.63	$11.63	$11.63
Thereafter Rate	$14.06	**$14.36**	**$14.61**	**$14.86**	**$15.11**
Non-Food/GM					
First 960 hours worked	$7.79	$7.79	$7.79	$7.79	$7.79
Next 960 hours worked	$8.59	$8.59	$8.59	$8.59	$8.59
Next 960 hours worked	$9.60	$9.60	$9.60	$9.60	$9.60
Thereafter rate	$10.73	**$11.03**	**$11.28**	**$11.53**	**$11.78**

ALAMOSA, CANON CITY, LEADVILLE, MONTE VISTA, SALIDA, TRINIDAD AND WALSENBURG CLERKS
COURTESY CLERKS HIRED PRIOR TO FEBRUARY 4, 2010

	Current	1st Sunday following Ratification	10/17/2010	10/16/2011	10/14/2012
Courtesy Clerk					
1st 480 hours worked	$6.91	$6.91	$6.91	$6.91	$6.91
Thereafter Rate	$7.30	**$7.40**	**$7.50**	**$7.60**	**$7.70**

ALAMOSA, CANON CITY, LEADVILLE, MONTE VISTA, SALIDA, TRINIDAD AND WALSENBURG CLERKS
EMPLOYEES HIRED INTO THE BARGAINING UNIT OR ASSIGNED OR PROMOTED ON OR AFTER MARCH 27, 2005

	Current	1st Sunday following Ratification	10/17/2010	10/16/2011	10/14/2012
Department Managers					
Other Assistant Managers	$16.76	**$17.06**	**$17.31**	**$17.56**	**$17.81**
Head Clerk	$16.41	**$16.71**	**$16.96**	**$17.21**	**$17.46**
Produce Dept. Manager	$17.05	**$17.35**	**$17.60**	**$17.85**	**$18.10**
Floral Manager	$13.47	**$13.77**	**$14.02**	**$14.27**	**$14.52**
Head Sales Clerk	$13.47	**$13.77**	**$14.02**	**$14.27**	**$14.52**
Head Baker	$14.55	**$14.85**	**$15.10**	**$15.35**	**$15.60**
Bakery Manager	$16.76	**$17.06**	**$17.31**	**$17.56**	**$17.81**
Manager Trainee	$16.01	**$16.31**	**$16.56**	**$16.81**	**$17.06**

ALAMOSA, CANON CITY, LEADVILLE, MONTE VISTA, SALIDA, TRINIDAD AND WALSENBURG CLERKS
EMPLOYEES HIRED INTO THE BARGAINING UNIT OR ASSIGNED OR PROMOTED ON OR AFTER MARCH 27, 2005

	Current	1st Sunday following Ratification	10/17/2010	10/16/2011	10/14/2012
All Purpose Clerk					
1st 1040 hours worked	$8.98	$8.98	$8.98	$8.98	$8.98
Next 1040 hours worked	$9.95	$9.95	$9.95	$9.95	$9.95
Next 1040 hours worked	$10.75	$10.75	$10.75	$10.75	$10.75
Next 1040 hours worked	$11.55	$11.55	$11.55	$11.55	$11.55
Next 1040 hours worked	$12.35	$12.35	$12.35	$12.35	$12.35
Next 1040 hours worked	$13.15	$13.15	$13.15	$13.15	$13.15
Next 1040 hours worked	$13.95	$13.95	$13.95	$13.95	$13.95
Next 520 hours worked	$14.55	$14.55	$14.55	$14.55	$14.55
Thereafter Rate	$16.01	**$16.31**	**$16.56**	**$16.81**	**$17.06**
Certified Pharmacy Techs (Canon City Trinidad only)					
1st 1040 hours worked	$10.26	$10.26	$10.26	$10.26	$10.26
Next 1040 hours worked	$10.50	$10.50	$10.50	$10.50	$10.50
Next 1040 hours worked	$10.75	$10.75	$10.75	$10.75	$10.75
Next 1040 hours worked	$11.00	$11.00	$11.00	$11.00	$11.00
Next 1040 hours worked	$11.25	$11.25	$11.25	$11.25	$11.25
Next 1040 hours worked	$11.50	$11.50	$11.50	$11.50	$11.50
Next 520 hours worked	$11.75	$11.75	$11.75	$11.75	$11.75
Thereafter	$12.82	**$13.12**	**$13.37**	**$13.62**	**$13.87**
Pharmacy Tech (Canon City and Trinidad only)					
1st 1040 hours worked	$7.79	$7.79	$7.79	$7.79	$7.79
Next 1040 hours worked	$8.20	$8.20	$8.20	$8.20	$8.20
Next 1040 hours worked	$8.60	$8.60	$8.60	$8.60	$8.60
Next 1040 hours worked	$9.05	$9.05	$9.05	$9.05	$9.05
Next 1040 hours worked	$9.50	$9.50	$9.50	$9.50	$9.50
Next 1040 hours worked	$9.95	$9.95	$9.95	$9.95	$9.95
Next 1040 hours worked	$10.40	$10.40	$10.40	$10.40	$10.40
Next 520 hours worked	$10.80	$10.80	$10.80	$10.80	$10.80
Thereafter	$11.79	**$12.09**	**$12.34**	**$12.59**	**$12.84**

ALAMOSA, CANON CITY, LEADVILLE, MONTE VISTA, SALIDA, TRINIDAD AND WALSENBURG CLERKS
EMPLOYEES HIRED INTO THE BARGAINING UNIT OR ASSIGNED OR PROMOTED ON OR AFTER MARCH 27, 2005

	Current	1st Sunday following Ratification	10/17/2010	10/16/2011	10/14/2012
Bakery Clerk					
1st 1040 hours worked	$7.79	$7.79	$7.79	$7.79	$7.79
Next 1040 hours worked	$8.40	$8.40	$8.40	$8.40	$8.40
Next 1040 hours worked	$9.00	$9.00	$9.00	$9.00	$9.00
Next 1040 hours worked	$9.65	$9.65	$9.65	$9.65	$9.65
Next 1040 hours worked	$10.25	$10.25	$10.25	$10.25	$10.25
Next 1040 hours worked	$10.85	$10.85	$10.85	$10.85	$10.85
Next 1040 hours worked	$11.45	$11.45	$11.45	$11.45	$11.45
Next 520 hours worked	$12.15	$12.15	$12.15	$12.15	$12.15
Thereafter	$13.42	**$13.72**	**$13.97**	**$14.22**	**$14.47**
Cake Decorator					
1st 1040 hours worked	$10.00	$10.00	$10.00	$10.00	$10.00
Next 1040 hours worked	$10.40	$10.40	$10.40	$10.40	$10.40
Next 1040 hours worked	$10.90	$10.90	$10.90	$10.90	$10.90
Next 1040 hours worked	$11.40	$11.40	$11.40	$11.40	$11.40
Next 1040 hours worked	$11.90	$11.90	$11.90	$11.90	$11.90
Next 1040 hours worked	$12.40	$12.40	$12.40	$12.40	$12.40
Next 1040 hours worked	$12.90	$12.90	$12.90	$12.90	$12.90
Next 520 hours worked	$13.40	$13.40	$13.40	$13.40	$13.40
Thereafter	$14.06	**$14.36**	**$14.61**	**$14.86**	**$15.11**
Non-Food/GM					
1st 1040 hours worked	$7.79	$7.79	$7.79	$7.79	$7.79
Next 1040 hours worked	$8.09	$8.09	$8.09	$8.09	$8.09
Next 1040 hours worked	$8.39	$8.39	$8.39	$8.39	$8.39
Next 1040 hours worked	$8.64	$8.64	$8.64	$8.64	$8.64
Next 1040 hours worked	$8.89	$8.89	$8.89	$8.89	$8.89
Next 1040 hours worked	$9.14	$9.14	$9.14	$9.14	$9.14
Next 1040 hours worked	$9.39	$9.39	$9.39	$9.39	$9.39
Next 520 hours worked	$9.69	$9.69	$9.69	$9.69	$9.69
Thereafter	$10.73	**$11.03**	**$11.28**	**$11.53**	**$11.78**
Courtesy Clerks hired on or after February 4, 2010 will be paid Minimum Wage					

APPENDIX B

Rocky Mountain UFCW Unions and Employers Pension Fund
Schedule of Contributions and Benefits

REHABILITATION PLAN – 2009 PLAN YEAR ALTERNATE SCHEDULE
Contribution and Benefit Adjustments
• Total contribution rate of one dollar and thirty seven cents ($1.37) per hour on January 1, 2010 (December hours). All contributions are deemed to be inclusive of any surcharges, deficiency, and/or excise tax any time after entering Critical Status. • In the event the Board of Trustees adopts a New Hire benefit, the total contribution rate will increase to one dollar and forty four cents ($1.44) per hour effective January 1, 2010 or with the adoption of such benefit, whichever occurs later.
• Elimination of 100% of the value of all adjustable benefits on all accrued benefits and future benefit accruals to the maximum permitted by law, except as noted below. Adjustable benefits to be eliminated include the following: — Rule of 85 Pension; — Subsidized Early Retirement Reduction Factors; — Age 60 Supplement; — Post-Retirement Death Benefits in Excess of QJSA (including $1,000 Lump Sum Death Benefit); — Pre-retirement Death Benefits in Excess of QPSA; — Payment options other than Single Life Annuity and QJSA; and — All other adjustable benefits within the meaning of Code section 432(e)(8)(A)(iv) (other than Disability Pension and modified Rule of 80 Pension as described below). • The following adjustable benefits shall be retained: — *Disability Pension; and* — Rule of 80 Pension, except that this benefit will be modified to require that a Participant must have attained age 55 at his Termination Date in order to be eligible • Reduction of future benefit accruals to $30 per month of credited service for credited service on or after January 1, 2010. • Benefit reductions effective January 1, 2010
Rehabilitation Period
January 1, 2010 through December 31, 2022.
Plan to Emerge from the Red Zone and Annual Benchmarks to Assess Progress Toward Emergence
The Plan's actuaries certify that the Contribution and Benefit Adjustments shown above are sufficient for the Plan to emerge from the Red Zone at the end of the Rehabilitation Period based on the funded status of the Plan as of January 1, 2009 before the addition of any New Hire benefits. In the event that the New Hire benefits are implemented, the

Plan's actuaries certify that with the additional contributions specifically designated to fund the New Hire benefits, the plan is still reasonably expected to emerge from Critical Status after such benefit increases, as shown in the annual benchmarks including the New Hire benefits. These schedules will be updated as needed throughout the Rehabilitation Period. Progress toward emergence from the Red Zone will be measured by the Plan's Funding Standard Account Credit (Deficiency) Balance being greater than (less than) the amounts in the following projections. These projections have been made in accordance with the provisions of the Pension Protection Act of 2006 including:

- Contribution rates effective for hours worked in December 2009 payable in January 2010 in accordance with the Collective Bargaining Agreement.
- An assumption of the same number of contributable hours as reported for the actuarial valuation as of 1/1/2008. The reasonableness of this assumption has been verified by the Trustees.
- No market related investment gains or losses from 9/30/2009 forward and no other actuarial gains or losses from 1/1/2009 forward.

APPENDIX B

Rocky Mountain UFCW Unions & Employers Pension Plan

Annual Benchmarks for Emergence from the Red Zone

As of	Funding Standard Account Credit (Deficiency) Balance	Funding Standard Account Credit (Deficiency) Balance With New Hire Benefits
12/31/2010	$ 17,473,000	$ 17,892,000
12/31/2011	28,829,000	29,593,000
12/31/2012	33,676,000	34,719,000
12/31/2013	31,190,000	32,445,000
12/31/2014	28,483,000	29,885,000
12/31/2015	22,601,000	24,087,000
12/31/2016	14,669,000	16,175,000
12/31/2017	5,118,000	6,577,000
12/31/2018	(489,000)	859,000
12/31/2019	(3,922,000)	(2,754,000)
12/31/2020	(4,621,000)	(3,703,000)
12/31/2021	(2,243,000)	(1,644,000)
12/31/2022	239,000	447,000
12/31/2023	1,158,000	903,000
12/31/2024	16,098,000	15,307,000
12/31/2025	15,836,000	14,819,000
12/31/2026	21,237,000	19,946,000

SAFEWAY INC. CLERKS LETTERS OF UNDERSTANDING:

Safeway agrees to carry forward the specific Letters of Understanding as listed below. Any Letter not referenced below shall be deemed null and void.

1. C-4 1982 Denver Negotiation (Training Language) signed by Charles Mercer for UFCW Local 7, and dated 8-16-82.

2. C-5 Employees reinstated under terms of Alcohol Rehabilitation Program. Agreement reached as a result of a meeting held on March 31, 1983, between Charles Mercer and Rex Berry.

3. C-6 Retesting for Promotion (305-83) Store #033, and Class Action Grievance (Maurice Roos). Signed by Harley Fujimoto for UFCW Local 7, and Gordon Todd and Bruce Trull for Safeway, dated 1-3-84.

4. C-7 Article 30, Seniority and Section 71, Promotions. Establishes age requirements for promotion to General Merchandise, Bakery and All Purpose Clerk classifications. Signed by Harley Fujimoto for UFCW Local 7 and Bruce Trull for Safeway, dated 3-13-84.

5. C-10 Layoff Rights of Cake Decorators, FTD Florists, Head Bakers and/or Assistant Bakery Managers. Employees in the classifications can be replaced by a more senior employee who has worked at least six (6) months in these classifications. Signed by Charles Mercer for UFCW Local 7 and Bruce Trull for Safeway, dated 4-1-86.

6. C-11 Layoff of Bargaining Unit Management Personnel (Head Clerk and above). Provides for Layoff by job assignment within certain management classifications. Signed by Gordon Todd for Safeway and Gary Hakes for UFCW Local 7, dated 6-26-86.

7. C-12 Voluntary and Involuntary Demotions. Provides for specific displacement rights for Head Clerks and above when demoted as opposed to layoffs. Signed by Gordon Todd for Safeway and Gary Hakes for UFCW Local 7, dated 6-26-86.

8. C-14 Procedure for Scheduling Employees with Conscientious Objections to Working on Their Day of Sabbath. Unsigned and undated agreement between Safeway and UFCW Local 7.

9. C-20 Grievance Settlements at Store Level. provides for non-precedent settlements between Store Managers and Union Stewards. Signed by Charles Mercer for UFCW Local 7 and Bruce Trull for Safeway, dated 2-3-87.

10. C-21 ICC Positions (UFCW 7/SW918; Case 1379-89, Tom Merry--Head Clerk). ICC Clerks shall be filled by head clerks and grandfathered APC's doing ICC work.

11. C-24 Espresso Vendors. Provides for espresso vendors and carts outside Safeway stores. Signed by Michael Belo for UFCW Local 7 and Bruce Trull for Safeway, dated 2-11-93.

12. C-27 Broomfield Store. Excludes one (1) Store Assistant Manager from the Union since the Broomfield clerk bargaining unit voted to become part of the Denver Metro Bargaining Unit.

13. C-28 Seniority--Employee Transfer and Reinstatement. Provides for the bridging of seniority for employees transferring into any Colorado UFCW Local #7 bargaining unit after thirty days.

14. ACTMEDIA (Placement of Signs upon Shopping Carts). (All Safeway Bargaining Units in Colorado). Signed by Bruce Trull for Safeway and Michael Belo for UFCW Local 7, dated 4-17-95.

15. Layoff Procedures, Colorado Springs retail clerks and meat bargaining units. Clarifies layoff procedures on Section 107 of the retail clerks contract and Section 105 of the retail meat contract for Colorado Springs. Signed by Bruce Trull for Safeway on 12-18-94 and Michael Belo for UFCW Local 7 on 11-23-94.

16. Estes Park Store SW 920 (Retail Clerks Contract). Transfers of Employees from Outside the Unit. Clarifies seniority rights for Head Clerks and other management employees who transfer into this store. Signed by Bruce Trull for Safeway on 12-19-94 and Michael Belo for UFCW Local 7 on 1-3-95.

17. Establishment of Variety Manager Classification. Colorado Stores only. Creates a new variety manager classification and grandfathers existing managers as Second Assistants. Signed by Bruce Trull for Safeway on 8-1-95 and Gary Hakes for UFCW Local 7 on 7-19-95.

18. Incidental Letters Pertinent to interpretation.

a. Plant Floral Rates of Pay. Letter to Gordon Todd, Safeway from Gary Hakes, UFCW Local 7, dated 6-24-86. Clarifies that the new plant floral rates and classifications created by this letter are for FTD Departments only. GM plant clerks in non-FTD Departments will remain at GM rates.

b. Health Insurance Coverage. Letter to Bruce Trull, Safeway from Ernest Duran, UFCW Local 7, dated 6-25-92. Clarifies that employees who qualify for health coverage but lose it due to being reclassified as a courtesy clerk during the 6 to 12 month period will be given coverage through the Trust but contributions will not be required.

19. Vail, Colorado Addendum Agreement dated February 28, 1991, executed by Bruce Trull for Safeway and Dwayne Adkins for UFCW Local No. 7.

20. Dress Requirements letter pursuant to Article 51 of this Agreement. As written in the Strike-Lockout Settlement Offer to UFCW Local 7 dated June 24, 1996.

21. Four (4) Ten (10) Hour Straight-Time Shifts letter dated August 13, 1996. Signed by Richard D. Cox for Safeway Inc. and Gary R. Hakes for UFCW Local No. 7.

22. Courtesy Clerk Premium dated September 21, 2005. Signed by Gary L. Pickel for Safeway and John Mathewson for UFCW Local No. 7.

23. Employee Buyout dated May 19, 2005. Signed by Gary L. Pickel for Safeway Inc. and John Mathewson for UFCW Local No. 7.

24. Establishment of Arbitration Scheduling Procedures. As written in the Last, Best and Final Offer to UFCW Local 7 pursuant to the 2009 negotiations.

SAFEWAY INC. CLERKS LETTERS OF UNDERSTANDING

1. C-4 1982 Denver Negotiation (Training Language) signed by Charles Mercer for UFCW Local 7, and dated 8-16-82.

This letter is to confirm our agreement on an interpretation of the training language in the new collective bargaining agreement between Local 7 and Safeway. First of all, that language does not require Safeway to train an employee in the produce area. Second, an employee cannot use that language to receive training when the training would only affect the employee's ability to obtain a more preferential shift. Obviously, this assumes that the more preferential shift has the same or less hours than the employee's current shift.

2. C-5 Employees reinstated under terms of Alcohol Rehabilitation Program. Agreement reached as a result of a meeting held on March 31, 1983, between Charles Mercer and Rex Berry.

As a result of a meeting held on March 31, 1983 between Charles Mercer and Rex Berry, the following terms and conditions have been agreed upon regarding future letters of agreement concerning employees re-instated under the terms of our Alcoholic Rehabilitation Program.

1. The employee must enroll in an Alcoholic Rehabilitation Program recognized by the State and/or Federal Government.

2. The employee must sign a release which permits Safeway Stores, Inc. and Retail Clerks Union, Local 7 access to any and all information related to his/her treatment required by, or undertaken in, the Alcoholic Rehabilitation Program. Safeway Stores, Inc. has the right in its discretion, to obtain status reports from the Alcoholic Rehabilitation Program Organization.

3. Any employee terminated from Safeway Stores, Inc. for any reason, who later claims to be an alcoholic, will not be entitled to any back pay should the employee be reinstated under this policy.

4. The Alcoholic Rehabilitation Program shall not in any way interfere with the written work schedule at the employee's place of employment.

5. Any employee enrolled in an Alcoholic Rehabilitation Program is still subject to progressive discipline for any infraction of Safeway Stores, Inc. rules, regulations, or policies, and remains subject to the applicable collective bargaining agreement.

6. Safeway Stores, Inc. shall not be liable for any expense associated with an employee's enrollment in an Alcoholic Rehabilitation Program.

7. Should an employee violate any provision of the Alcoholic Rehabilitation Program, the Company and the union will review the violation to determine if there are any highly unusual circumstances which might warrant continuation in the program. If there are no such circumstances, the employee shall be terminated immediately.

8. Upon enrolling in the Alcoholic Rehabilitation Program, the employee shall be reinstated, but the employee will not necessarily be assigned his/her place of employment from which he/she

was terminated. Safeway Stores, Inc. reserves the right to reinstate an employee to a place of employment which best serves the operational interest of Safeway Stores, Inc.

9. Reinstatement shall be no later than two full weeks after the agreement is signed, or two full weeks after a "dry-out period", if required by the treating physician.

10. An employee terminated under the provisions of the Absentee Program who is later reinstated under the Alcoholic Rehabilitation Program will return to work under the provisions of the Absentee Program at the same level and status which prevailed at the time of termination.

11. Once an employee has successfully completed an Alcoholic Rehabilitation Program under this policy, the employee shall not be entitled to the benefits of this policy a second time.

3. C-6 Retesting for Promotion (305-83) Store #033, and Class Action Grievance (Maurice Roos). Signed by Harley Fujimoto for UFCW Local 7, and Gordon Todd and Bruce Trull for Safeway, dated 1-3-84.

Employees who have not taken the pre-employment test prior to being hired will be required to pass the test before being promoted to an all purpose clerk (food clerk) classification.

If an employee fails the test the first time, they can reschedule after 30 days to repeat the test.

If they should fail the second time, then they must wait six months before they are able to take the test for the third time.

Failure to pass the third time disallows the employee to be retested until they show proof of schooling that has been taken to improve their ability.

4. C-7 Article 27, Seniority and Section 71, Promotions. Establishes age requirements for promotion to General Merchandise, Bakery and All Purpose Clerk classifications. Signed by Harley Fujimoto for UFCW Local 7 and Bruce Trull for Safeway, dated 2-13-84.

1. Promotions to General Merchandise or Janitor Classifications shall be granted according to the Contract regardless of age.

2. Promotions to Bakery Classification or All Purpose Clerk Classification shall be granted according to the Contract, provided the employee has attained the age of 18 years.

3. Employees passed over for promotion because of not being 18 years in age shall remain on the Promotion Request List.

4. Upon attaining age 18, employees who were passed over shall be promoted as per their request on the Promotion Request List whenever an appropriate position becomes available.

5. C-10 Layoff Rights of Cake Decorators, FTD Florists, Head Bakers and/or Assistant Bakery Managers. Employees in the classifications can be replaced by a more senior employee who has worked at least six (6) months in these classifications. Signed by Charles Mercer for UFCW Local 7 and Bruce Trull for Safeway, dated 4-1-86.

It is understood and agreed that the following language will be applied in Layoff and Reduction in Hours situations in all our Colorado Retail Clerk Agreements:

In the event of a layoff or reduction in hours, employees who have been "specially trained" in the area of Cake Decorators, FTD Florists, Head Baker and/or Assistant Bakery Manager and Postal Clerks may only be replaced by a more senior employee who has worked at least six months in the "specially trained" classification.

Employees will be considered "specially trained" provided they meet the qualifications and guidelines on the attached Exhibits A through D.

EXHIBIT "A"

Qualifications for being "Specially-Trained" in FTD Floral Classification

1. Employees must be qualified as FTD Florists.

2. Employees classified as "Specially-Trained FTD Floral Clerks" must remain in that classification at least one year before exercising seniority rights for promotion to a higher classification.

WAGE RATES

Plant/Floral Designer	Per Appendix A
Plant/Floral Clerk	
First 960 hours of work	
Second 960 hours of work	
Thereafter	

It is understood and agreed any employee who is presently performing work in these classifications and who is receiving pay in a higher wage classification will continue to receive wage increases in accordance with said classification.

EXHIBIT "B"

Qualifications for being "Specially-Trained in Cake Decorating

1. Employees must have at least six months experience as a Cake Decorator (limited to one Cake Decorator per store).

2. Employees classified as "Specially-Trained Cake Decorator" must remain in that classification at least one year before exercising seniority rights for promotion to a higher classification.

WAGE RATES

Cake Decorator	Per Appendix A

EXHIBIT "C"
(For Non Bake Off Store)

Qualifications for being Specially-Trained as Head Baker or Assistant Bakery Manager Classification

1. Employees must have at least six months training as a Head Baker or Assistant Bakery Manager. This training is in addition to any time they may have worked as a Bakery Sales Clerk.

2. Employees classified as "Specially-Trained Head Bakers and/or Assistant Bakery Manager" must remain in that classification at least one year before exercising seniority rights for promotion to a higher classification.

WAGE RATES

Bakery Department Manager	Per Appendix A
Head Baker or Assistant Bakery Manager (When Designated by the Employer)	

It is understood and agreed any employee who is presently performing work in these classifications and who is receiving pay in a higher wage classification will continue to receive wage increases in accordance with said classification.

6. C-11 Layoff of Bargaining Unit Management Personnel (Head Clerk and above). Provides for Layoff by job assignment within certain management classifications. Signed by Gordon Todd for Safeway and Gary Hakes for UFCW Local 7, dated 6-26-86.

I. When a reduction of the workforce is necessary, the layoff language of all Colorado collective bargaining agreements shall apply, except as modified below.

A. Layoff will begin within the job assignment in the classification to be affected in reverse seniority order.

The affected person shall be notified and given the following options:

1. Displace the least senior employee within the same job assignment and classification within the store.

2. Displace the least senior employee within the same job assignment and classification within the bargaining unit.

3. Displace a less senior employee in a lower classification within the store, excluding head clerk and above positions, unless qualified.

4. Displace a less senior employee in a lower classification within the bargaining unit, excluding head clerk and above positions, unless qualified.

5. Accept the layoff (recall rights as set forth in all Colorado collective bargaining agreements shall apply only to those individuals who choose the layoff and limited to job assignments previously held).

B. For the purpose of this agreement, "job assignments" are defined as:

1. Front End Supervision
2. Night Crew Foreman
3. Produce Head Clerk
4. File Maintenance Clerk
5. I.C.C. Clerks
6. Variety Manager
7. Grocery Manager
8. Produce Manager
9. Bakery Manager

It is expressly understood and agreed that all assignments of person's occupying the position of head clerk or above are within one of the above-listed categories.

The parties agree that S.M.T.P. graduates, if performing in a head clerk or above position, shall be able to exercise the above options in the event they are laid off but shall not be bumped by other persons; provided, however, that said personnel and procedure are not used to circumvent the contract.

II. All current affected head clerks, with active grievances, shall have the options set forth above.

III. All employees currently classified as frozen food, dairy, and GM head clerks shall be reclassified in accordance with their seniority and consistent with Article 29, Layoffs, and Article ___, Reduction of Hours, as well as the seniority provisions of the contract without recall to a head clerk position. [Note: It is understood that the reference to Article ___ is null and void as a consequence of the change negotiated between the parties with respect to former Article 34 in the Collective Bargaining Agreement.]

IV. The Dairy and Frozen Food full-time positions that are being vacated by persons classified as head clerks shall remain full-time positions at the time of reclassification and shall be filled by all-purpose clerks in accordance with the provisions of the collective bargaining agreement.

V. It is understood and agreed that hours being vacated by head clerks or above, except GM Managers, shall become all-purpose clerk hours and will be used to create as many full-time positions as is possible. It is understood and agreed that the Company retains the right to employ part-time head clerks.

VI. This settlement agreement shall apply to all collective bargaining agreements between Safeway Stores, Inc. and Local No. 7 in Colorado and shall have a term co-existent with the current collective bargaining agreements.

7. C-12 Voluntary and Involuntary Demotions. Provides for specific displacement rights for Head Clerks and above when demoted as opposed to layoffs. Signed by Gordon Todd for Safeway and Gary Hakes for UFCW Local 7, dated 6-26-86.

1. If a member of the bargaining unit classified as a Head Clerks or above is demoted, voluntarily or involuntarily, and has been employed in the bargaining unit for a minimum of one continuous year prior to the demotion, the employee may be returned to the classification and status, full-time or part-time, when first promoted to the bargaining unit position of Head Clerk or above. In returning the employee to the position previously held, the least senior employee in the classification and status may be bumped as a result. Further, the Company may demote the employee to a bargaining unit management position as long as the assignment does not circumvent the Collective Bargaining Agreement.

2. If a member of the bargaining unit classified as a Head Clerk or above is demoted, voluntarily or involuntarily, and has been employed in the bargaining unit for a minimum of one continuous year prior to the demotion, but has not held a non-management position in the bargaining unit, he may claim a position as if he had signed the full-time or promotion request lists and may bump the junior incumbent employee based on seniority.

3. If a member of the bargaining unit classified as Head Clerk of above is demoted voluntarily or involuntarily, and has not been employed in the bargaining unit for one continuous year prior to the demotion, the employee shall be placed in the position of a Courtesy Clerk.

4. If a management employee who is not a member of the bargaining unit is demoted, voluntarily or involuntarily, into a non-management bargaining unit position, the employee may exercise full Company seniority from the date of such demotion, notwithstanding language set forth in the Collective Bargaining Agreement establishing a 30 day waiting period, and will be deemed to have signed the full-time and promotion request lists and to have all rights available to an employee on such lists. Such an employee, however, may not bump an incumbent employee from a position but must await a vacancy which he may claim based on his seniority as provided for in the full-time and promotion request procedures. Pending a vacancy, the employee may be placed as a management trainee as defined in the Collective Bargaining Agreement or a Courtesy Clerk. Further, the employee must be employed for one continuous year in a store or facility covered by any Collective Bargaining Agreement with Local 7 immediately preceding the demotion or the employee shall be placed in the position of Courtesy Clerk.

5. The Company may demote a management employee who is not a member of the bargaining unit into a management bargaining unit position of Head Clerk or above so long as such assignment does not circumvent the Collective Bargaining Agreement.

6. When a reduction in the number of employees in a classification of Head Clerk and above is implemented, this procedure shall not apply, but rather the Letter of Understanding concerning layoff of bargaining unit management personnel shall be followed.

7. This Settlement Agreement shall apply to all Collective Bargaining Agreements between Safeway and Local 7 in Colorado and shall have a term coextensive with the current collective bargaining agreements.

8. Local 7 agrees that the arbitrator in the Monte Vista Reduction of Hours arbitration, Union case #644-85, currently pending ("Monte Vista Arbitration") will not be advised of

either the fact or terms of this Letter of Understanding and that this Letter of Understanding shall not be used as evidence in any way in the Monte Vista Arbitration.

8. C-14 Procedure for Scheduling Employees with Conscientious Objections to Working on Their Day of Sabbath. Unsigned and undated agreement between Safeway and UFCW Local 7.

PROCEDURE FOR SCHEDULING EMPLOYEES WITH
CONSCIENTIOUS OBJECTIONS TO
WORKING ON THEIR DAY OF SABBATH

We have had a number of requests for the procedure in the handling of employees scheduled on a day which is their day of Sabbath. Safeway has entered into an agreement with UFCW which provides certain procedures for accommodating individuals who have such conscientious objections.

Problems can result in a grievance under the contract as well as a possible violation of the laws against discrimination on the basis of religion, so please follow these procedures carefully and call Safeway Inc. Human Resources if necessary.

This procedure, of course, applies only to any employee who advised you:

1. that they have conscientious objections to working a particular day of the week.

2. the nature of their conscientious objections, and

3. the particular day of the week which they are unable to work.

If you have any questions concerning whether the employee actually has bona fide conscientious objections, be certain to contact Employee Relations and review the matter. You also should complete the form attached to these instructions, ask the employee to sign it, and route it to Safeway Inc. Human Resources Department for future reference.

The procedure for scheduling is as follows:

1. Until noon on Saturday for the following week's schedule an employee may identify and request an exchange of shifts with any employee junior to him in the same job classification in the store which will result in the employee obtaining their Sabbath as a day off. You may deny this request if the exchange would require an employee to perform duties for which they are not trained, or for some other equally substantial business reason. Otherwise you must grant the request. Seniority shall prevail, and the junior employee cannot refuse to make the trade.

2. As an option, an employee may identify and request an exchange of shifts with a senior employee who is willing to make such an exchange. Again, you may deny this request if the exchange would require an employee to perform duties for which they are not trained, or for some other equally substantial business reason. Otherwise you must grant the request. Seniority shall prevail and the senior employee may refuse to make the trade.

3. As a third alternative, an employee may simply decline to work on their day of Sabbath if they cannot trade shifts with anyone else. Such an employee will not be disciplined under the

Absenteeism Program except for failure to notify the Company prior to a scheduled shift that he will not work on their day of Sabbath. You will then assess points for failure to call, but not for the absence itself.

4. If an employee cannot make a change of shifts and is scheduled on their day of Sabbath for the entire bid period or for any extended period of time, it is permissible for that employee to advise you at the beginning of the bid period or other extended period of time that they will not work on such day for the entire three months. Such an employee, if full-time, will not in fact be scheduled 40 hours, but 32 hours. The Company has no obligation to provide 40 hours work under these circumstances.

Attached you will find a form for keeping a record of any such scheduling accommodation.

It is very important that we follow these procedures and complete the attached form in the event we are challenged on our application of the settlement agreement.

TO: Employee Relations FROM: Store No._____
Manager:_____
DATE:_____

Subject: Scheduling of Employee with Conscientious Objections to Working on His or Her Day of Sabbath

Employee Name:

Nature of Conscientious Objections:

Day of Week Unable to Work:

Nature of Request for Accommodation:
(Explain fully which aspect of Scheduling Procedure Employee Has Sought to Utilize)

Store Manager Response:
(Was Request Granted, and if not, State Specifically why not)

I acknowledge that the above information is true and correct.

_____
Employee ignature

Store Manager Comments:

_____
Signed

Distribution: Original to ERD
Retain copy in store
Second copy to District Office

9. C-20 Grievance Settlements at Store Level. provides for non-precedent settlements between Store Managers and Union Stewards. Signed by Charles Mercer for UFCW Local 7 and Bruce Trull for Safeway, dated 2-3-87.

Safeway, Denver Division and UFCW Local 7 agree that Safeway's Store Managers and the Union Store Stewards shall be allowed to settle grievances at the store level with no precedent.

10. C-21 ICC Positions (UFCW 7/SW918; Case 1379-89, Tom Merry--Head Clerk). ICC Clerks shall be filled by head clerks and grandfathered APC's doing ICC work.

1. The ICC (backdoor receiving) positions in all bargaining units shall be filled by head clerks.

2. In stores where all-purpose clerks are working this position, the all-purpose clerk so assigned shall be offered an opportunity to be reclassified as a head clerk.

3. In the event they decline the classification, they shall be grandfathered in the position as all-purpose clerks. Through attrition (quit, retire, termination or voluntary transfer), all positions shall be filled by head clerks.

11. C-24 Espresso Vendors. Provides for espresso vendors and carts outside Safeway stores. Signed by Michael Belo for UFCW Local 7 and Bruce Trull for Safeway, dated 2-11-93.

The Union agrees to permit vendors to serve espresso and a limited number of other items from carts or similar enclosures outside Safeway stores, under the following conditions:

(1) The vendors can sell only espresso and drinks made with espresso, such as capuccino, and will not sell coffee, pop, or other drinks sold by bargaining unit employees inside the stores.

(2) The vendors can sell incidental pastries, such as donuts, cookies or sweet rolls, but they must purchase all such pastries from the Safeway store in the same manner as a regular customer does. They must also purchase any other supplies from the Safeway store in the same manner, except that they may purchase coffee beans for espresso elsewhere if the beans used for espresso are not available from that store. Vendors cannot sell candy, sandwiches, and other food items (except pastries) that are sold by bargaining unit employees in the Safeway store.

(3) There will be no more than one vendor and one cart at any store.

12. C-27 Broomfield Store. Excludes one (1) Store Assistant Manager from the Union since the Broomfield clerk bargaining unit voted to become part of the Denver Metro Bargaining Unit.

It is understood and agreed between Safeway Stores, Incorporated and Retail Clerks Union, Local No. 7 that effective November 1, 1979 the metro-Denver contract shall apply in its entirety to the Broomfield store with the following exception:

One (1) Store Assistant Manager shall continue to be excluded from the bargaining unit.

13. C-28 Seniority--Employee Transfer and Reinstatement. Provides for the bridging of seniority for employees transferring into any Colorado UFCW Local #7 bargaining unit after thirty days.

It is understood and agreed that the following language shall be added to and become a fixed part of all labor agreements between Safeway Stores, Incorporated (Denver Division) and Retail Clerks Union Local No. 7, and shall replace letters dated 8/29/77.

> "In the event an employee transfers from one area in the Denver Division of Safeway, or is reinstated from another Division of Safeway within thirty (30) days as per Safeway's Reinstatement Policy, to a bargaining unit in the jurisdiction of Local No. 7, then all continuous employment seniority with the Company shall be recognized by both the Union and the Company after thirty (30) days in the bargaining unit to which the employee transfers or is reinstated.
>
> It is agreed that this provision shall become effective, and seniority dates shall be adjusted as soon as administratively possible, for all employees who have previously transferred or been reinstated from another Division of Safeway into a Local 7 bargaining unit."

The parties agree that when seniority date adjustments become necessary, as a result of this Agreement, that the adjustments shall be made as quickly as possible within the terms of the respective Contract.

14. ACTMEDIA (Placement of Signs upon Shopping Carts). (All Safeway Bargaining Units in Colorado). Signed by Bruce Trull for Safeway and Michael Belo for UFCW Local 7, dated 4-17-95.

1. Representatives from ACTMEDIA, Inc., may maintain advertising space on aisle vision billboards, shopping carts, and the shelf-talker instant coupon machine in all stores, with the understanding that such advertising placards are not to include pricing of any kind.

2. It is further understood that this work is strictly limited as described above and shall not be expanded further.

3. The Company will provide the Union with a copy of the current contract with ACTMEDIA and will, upon request, provide a copy of future contracts.

4. The term of this letter of understanding is concurrent with the present collective bargaining agreements, effective from 1993-1996. Either party may choose to terminate this letter of understanding when such agreements expire.

15. Layoff Procedures, Colorado Springs retail clerks and meat bargaining units. Clarifies layoff procedures on Section 75 of the retail clerks contract and Section 97 of the retail meat contract for Colorado Springs. Signed by Bruce Trull for Safeway on 12-18-94 and Michael Belo for UFCW Local 7 on 11-23-94.

1. This agreement pertains to the implementation of layoff procedures in Section 97 of the retail meat contract and Section 75 of the retail clerks contract for the Colorado Springs bargaining units.

2. The purpose of this agreement is to ensure that to the greatest extent possible in circumstances when multiple layoffs are necessary, the Company will operate the layoff procedures in Section 97 (retail meat) and Section 75 (retail clerks) so that the least senior employees in the bargaining unit will be the employees who are laid off. Therefore, the Company will discontinue its current practice. Instead, the Company will complete the process of offering and having the employee choose the

layoff options with the first affected employee before going to the second affected employee, then will complete the layoff options with the second affected employee before going to the next employee, and so forth.

3. Time limit for exercising options. When a reduction in the work force is necessary, the Company will notify the affected employee of his/her options in accordance with Section 97 of the retail meat contract of Section 75 of the retail clerks contract. If the affected person is notified of his/her layoff options before 11:00 a.m., the affected person must inform the Company's designated representative (the district secretary, store manager, or other person handling the matter for the Company) of his/her chosen option by no later than 4:00 p.m. on the same day. If the affected person is notified of his/her options after 11:00 a.m., the affected person must inform the Company's representative of the chosen option by 8:30 a.m. on the next day. These are outside time limits, and the affected person is free to inform the Company of which option he/she chooses sooner than these time limits.

4. Effect of not exercising option within time limits. If the affected person does not notify the Company of his/her chosen option within the time limits set forth above, the affected person will be deemed to have exercised the first option specified in Section 97 (retail meat) or Section 75 (retail clerks) that is available, assuming that the affected person qualifies for such option when the contract requires qualifications. For example, if a retail clerk employee does not notify the Company of his/her chosen option within the time limits, he/she will be deemed to have chosen the option in Section 75 of displacing a less senior employee within the same classification in the store or, if such option is unavailable, of displacing the least senior employee within the same classification in the bargaining unit.

5. The Company will implement this procedure as soon as possible. If either party wishes to discontinue this agreement, it may do so after it has given written notice of at least 30 days to the other party.

16. Estes Park Store SW 920 (Retail Clerks Contract). Transfers of Employees from Outside the Unit. Clarifies seniority rights for Head Clerks and other management employees who transfer into this store. Signed by Bruce Trull for Safeway on 12-19-94 and Michael Belo for UFCW Local 7 on 1395.

1. This agreement pertains to the interpretation of Article 27, Section 63, which provides as follows, in relevant part: "Seniority for employees who transfer into the store from another bargaining unit will begin on the first (1st) day they work in the Estes Park store, except the Company shall have the right to transfer a maximum of one (1) employee per bargaining unit per year into the store who shall retain their original seniority date with the Employer after they have worked for six (6) consecutive months in the Estes Park store."

2. A dispute has arisen between the Union and the Employer about whether the above provision applies to transfers of head clerks or to transfers of other management employees who are included in the bargaining unit or, even if not included in the unit when transferred, are demoted or step down into the bargaining unit after their transfer. The parties agree to resolve the dispute as set forth below.

3. In the event that the Employer transfers head clerks or other management employees into the Estes Park store, such employees will have seniority from the date they begin working in the Estes Park store until two years have passed. After two years of working continuously in the store, such employees will regain their company seniority, i.e., length of continuous employment with the

Employer. This two-year waiting period shall apply to transfers of head clerks, other bargaining unit management employees, and non-bargaining unit management employees who are demoted or step down into the bargaining unit. This restriction on seniority does not apply to qualifications for the number of weeks of vacation (but does apply to scheduling of vacations) or other non-competitive benefits for which continuous employment with the Employer is the requirement.

4. Before transferring head clerks or other bargaining unit management employees into the Estes Park store, the Employer will first notify Estes Park employees of the position and will consider any Estes Park employees who have applied for the position. The Employer will have full discretion, however, to decide whether or not to select an Estes Park employee for the position.

5. Head clerks previously transferred in 1994 shall retain their original seniority date with the Employer after they have worked for six (6) consecutive months in the Estes Park store.

6. If the Employer transfers a head clerk or bargaining unit management employee into the Estes Park store and such employee is the only person transferred into the store within the calendar year, this agreement does not apply. Such employee shall retain his/her original seniority date with the Employer after working for six (6) consecutive months in the Estes Park store, as provided for in the current contract.

7. The Union's agreement to this settlement is contingent upon ratification by a majority of members employed in the Estes Park store.

17. Establishment of Variety Manager Classification. Colorado Stores only. Creates a new variety manager classification and grandfathers existing managers as Second Assistants. Signed by Bruce Trull for Safeway on 8-1-95 and Gary Hakes for UFCW Local 7 on 7-19-95.

UFCW Local #7 and Safeway Inc., Denver Division, agree to the establishment of a Variety Manager classification in all Colorado Retail contracts.

1. The Company shall designate the classification in its stores under these two general criteria:

   a. The sales volume of the Variety Department will be approximately $35,000 per week on a regular basis.

   b. The Variety Department may have the equivalent of 1.5 employees or approximately fifty-six (56) hours per week.

2. It is agreed that this position will not be subject to the promotion request language of the Collective Bargaining Agreements.

3. Existing Variety Department Managers classified as Second Assistants will be grandfathered and the Company will be allowed to replace them at its discretion, with the new classification through attrition.

4. Employees assigned to this new classification will be paid the new rate as of the date they are assigned the position.

5. The rate of pay will be $12.00/hour for Denver and all areas with similar rates. Areas with different rates will be paid a rate comparable to the same percentage of the new rate to the APC rate for Denver.

18. Incidental Letters Pertinent to interpretation.

a. Plant Floral Rates of Pay. Letter to Gordon Todd, Safeway from Gary Hakes, UFCW Local 7, dated 6-24-86. Clarifies that the new plant floral rates and classifications created by this letter are for FTD Departments only. GM plant clerks in non-FTD Departments will remain at GM rates.

All GM clerks currently working in an authorized "F.T.D." floral shop will be reclassified into the FTD Floral Classification and receive the appropriate new higher rate of pay, and GM clerks in non-FTD departments will remain the same.

The affected floral clerks will be paid retro back to June 1, 1986, for all hours worked.

The new Plant Floral Classification will be paid in accordance with the King Soopers contract. The correct rates are as follows:

Effective 5/4/86		Holiday Rate	
1st 960 hours of work:	$7.20	1st 960 hours of work:	$13.01
2nd 960 hours of work:	7.97	2nd 960 hours of work:	14.40
Thereafter:	9.28	Thereafter:	16.81
Plant Floral Designer	9.66		17.57

b. Health Insurance Coverage. Letter to Bruce Trull, Safeway from Ernest Duran, UFCW Local 7, dated 6-25-92. Clarifies that employees who qualify for health coverage but lose it due to being reclassified as a courtesy clerk during the 6 to 12 month period will be given coverage through the Trust but contributions will not be required.

With regard to health insurance coverage for employees who have qualified therefore but lose coverage due to being reclassified to the courtesy clerk position during the six (6) to twelve (12) month period of their employment, Safeway will agree to handle it as a trust matter. In other words, such employees will be given coverage but contributions will not be required.

19. Vail, Colorado Addendum Agreement dated February 28, 1991, executed by Bruce Trull for Safeway and Dwayne Adkins for UFCW Local No. 7

1. Beginning in 1990, the Employer shall pay a bonus of ten percent (10%) of gross earnings to all employees employed as of Saturday following Easter Sunday.

2. The bonus shall be paid on all hours paid up to forty (40) per week for the (ski season) period from the first full week prior to Thanksgiving through the Saturday following Easter Sunday.

3. The bonus shall be paid the pay period following Easter Sunday.

4. The Employer reserves the right to not allow any employees to take vacation during the ski season.

5. It shall be the employer's option to have the store remain open on Thanksgiving and Christmas.

6. This Agreement shall be in full force and effect throughout the term of the collective bargaining agreement between these parties.

20. Dress Requirements letter pursuant to Article 51 of this Agreement. Clarifications made to letter in the Strike-Lockout Settlement Offer to UFCW Local 7 dated June 24, 1996.

Effective October 1, 1996, in addition to published grooming requirements, employees shall be expected to report to work as follows: White oxford (long or short sleeved) shirt. Sweatshirts are not permitted, but black or navy cardigan style sweaters are permitted, as are cardigan vests. Undershirts with printing, logos or designs that show through are not permitted. The Company provided name badge must be worn while on duty. Black dress type pants of dress wool, cotton, knit, or black non-faded denim material in good condition and repair, which shall be provided by the employee. "Dockers" type pants are acceptable. Sweats, stirrup pants, stretch pants, painter pants spandex, etc. are prohibited. Shoes must be black or white, clean and in good condition. Open toe or open heel shoes are not permitted. Laces must be black when black shoes are worn or white when white shoes are worn. Socks or nylon hose must be worn with the shoes. Courtesy Clerks may wear shorts between May 1 through September 30 provided they are of the same material allowed above. The Company will provide one (1) necktie and two (2) aprons, which will be replaced by the Company if worn out or damaged as a consequence of normal wear and tear. Employees will be required to replace at their cost lost ties and aprons. Meat cutters and wrappers shall be provided smocks/coats in lieu of aprons or vests.

21. Four (4) Ten (10) Hour Straight-Time Shifts letter dated August 13, 1996. Signed by Richard D. Cox for Safeway Inc. and Gary R. Hakes for UFCW Local No. 7.

Re: Four (4) Ten (10) Hour Straight-Time Shifts
1996-1999 Front Range Agreements

1. Upon mutual agreement between the Employer and the employee, a full-time employee can be allowed to work four (4) ten (10) hour days to make up the standard workweek for full-time employees.

2. Overtime will be computed for all hours worked over forty (40). Hours worked over eight (8) in a day will not apply to full-timers working the ten (10) hour shifts provided for herein.

3. It is also understood that all other provisions of the Collective Bargaining Agreement, including seniority rights, will be modified as applicable toward any ten (10) hour shifts the Employer may create in the individual store.

4. During a holiday week, employees who have normally been scheduled four (4) ten (10) hour days may be scheduled four (4) or five (5) eight (8) hour days and will receive eight (8) hours holiday pay. Employees scheduled three (3) or four (4) ten (10) hour days in a holiday week shall receive ten (10) hours holiday pay.

22. Courtesy Clerk Premium dated September 21, 2005. Signed by Gary L. Pickel for Safeway and John Mathewson for UFCW Local No. 7.

The parties have agreed that Courtesy Clerks who have more than three (3) years of service as a Courtesy Clerk with Safeway shall, during the term of this Agreement, be compensated at a straight-time hourly wage rate fifty-five cents ($0.55) per hour above the "Thereafter" Courtesy Clerk wage rate in the retail clerks collective bargaining agreement in the State of Colorado.

23. Employee Buyout dated May 19, 2005. Signed by Gary L. Pickel for Safeway Inc. and John Mathewson for UFCW Local No. 7.

Employee Buyout

The Employer, at its discretion, may establish a buyout program as follows:

1. Employees with ten (10) or more years of service who elect this buyout by a date determined by the Employer and who work through their release date.

    - $500 per year of service – Part-time employees
    - $1,000 per year of service – Full-time employees

2. Employer retains the right upon notification to the Union to:

    - establish offer dates and release dates
    - terminate or extend the program
    - require employees to sign a waiver and release
    - limit the maximum payout under this program to any employee to 20 years of service

3. The Employer may limit, by bargaining unit, the number of employees who can take this buyout at each store or facility. If more employees elect than permitted—go by seniority.

4. Program not subject to Grievance and Arbitration Procedure

Original Letters of Understanding on file at Safeway Inc. Labor Relations.

The Article and Section numbers referenced herein have been modified to correspond to the current Agreement.

ARBITRATION SCHEDULING

Letter of Understanding
Between
Safeway Inc. and UFCW Local 7

24. Establishment of Arbitration Scheduling Procedures. As written in the Last, Best and Final Offer to UFCW Local 7 pursuant to the 2009 negotiations.

During the course of our negotiations for new collective bargaining agreements for Denver, Pueblo and Colorado Springs for the period from May 10, 2009 to September 14, 2013, United Food and Commercial Workers Local 7 (the Union) and Safeway Inc. (the Company) discussed their mutual desire to improve the efficiency and effectiveness of the parties' administration of the grievance and arbitration process in our labor agreements. These discussions reflected both parties' belief that a well managed grievance procedure is a cornerstone of any mature collective bargaining relationship and is the responsibility of both labor and management.

Our discussion was open and honest and was forward-looking. Our objective was not to assess blame for why the process had not lived up to expectations in the past, but rather, to use the past as a learning experience for the future. Within this context, the parties have agreed to the following grievance procedure administration guidelines which we believe will help us achieve the type of grievance procedure the Company, the Union and the employees who work under the agreements deserve:

1. The leadership of Local 7 has committed to "taking a second look" at the backlog of pending grievances to see whether any can be withdrawn or settled. There is no obligation on Local 7 to withdraw any grievance it believes has merit, only to determine whether each grievance has merit and deserves to move forward. Local 7 believes this process can be accomplished by June 30, 2011.

2. Additionally, the parties recognize that the information requests that routinely accompany grievances filed by Local 7 can be burdensome and time consuming for the Company to respond to, which in turn impacts the effective and efficient administration of the grievance procedure. Accordingly, Local 7 has committed to reviewing the information requests it has accompanying pending grievances as well as information requests it may file with future grievances to determine whether the information requests can appropriately be withdrawn or tailored more narrowly in scope.

3. The parties also agree to schedule monthly settlement meetings at which the parties will discuss the possible settlement or withdrawal of grievances pending arbitration.

4. The parties will work from an agenda containing cases pending arbitration ranked in order of date filed with the exception that cases involving termination, demotion, or potential continuing liability shall be moved to the top of the agenda in date order and shall be discussed before any other case. The agenda will be prepared one week from the date of the meeting and may then only be modified by agreement of the parties.

5. The parties will endeavor to discuss as many cases as can reasonably be considered at each monthly settlement meeting.

   a. Cases that are settled or dropped/withdrawn by the Union shall be removed from the agenda and shall be deemed closed.

   b. Cases that are continued at the monthly settlement meeting pending further review or investigation shall remain on the agenda for discussion at future monthly settlement meetings.

   c. Cases that have been discussed but not resolved may, at the option of the grieving party, be scheduled for arbitration as provided below.

6. Grievances referred to arbitration shall be placed in the scheduling queue and scheduled for hearing as follows:

   a. Cases shall be scheduled from the scheduling queue in order of their respective grievance filing date with the understanding termination or demotion cases shall move to the front of the scheduling queue in date order.

   b. The party requesting arbitration shall promptly request a panel of arbitrators from FMCS for each case placed in the scheduling queue.

   c. Within sixty (60) days after a final settlement meeting decision, the parties will select an arbitrator.

   d. The parties will use best efforts to schedule the hearing in the matter for which an arbitrator has been appointed within six (6) months following a final settlement meeting decision with the understanding that the parties may schedule a hearing a date later than six (6) months upon mutual agreement or as the result of 6(e) below.

   e. Notwithstanding the provisions of 6(d) above, neither party shall be required or obligated to schedule more than three (3) cases per calendar month except by mutual agreement.

   f. In all disciplinary cases referred to arbitration, as a condition to accepting appointment, the arbitrator must agree to render a decision and award no later than thirty (30) days after receipt of the parties' post hearing statements. Unless otherwise agreed by the parties, such statements must be filed no later than fourteen (14) days following the close of the hearing (or receipt of transcript where applicable) and must be limited to no more than ten (10) single space letter size pages. It is specifically agreed and understood that any such case resolved under this procedure shall be deemed "nonprecedential" and will not be cited by either party in any future proceeding. The provisions of this subsection (e) may be modified on a case by case basis by mutual agreement of the parties.

The Company's Director of Labor Relations and the Union President will retain jurisdiction over this letter of understanding and may, by mutual agreement, modify this letter of understanding as they deem necessary and appropriate to improve the efficiency and effectiveness of the agreements' grievance and arbitration process. Any such modifications must be in writing and signed by both parties.

Bryan Smith
Director Labor Relations
Safeway Inc.

Date: 1/14/11

Kim C. Cordova
President
UFCW Local 7

Date: 1-10-11

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WEINGARTEN RULES

Under the Supreme Court's Weingarten decision, when an investigatory interview occurs, you should ask if it is for disciplinary action. If so, the following rules apply:

Rule I: The employee must make a clear request for union representation before or during the interview. The employee cannot be punished for making this request.

Rule II: After the employee makes the request, the Employer must choose from among three options. The Employer must either:

A. **Grant the request** and delay questioning until the union representative arrives and has a chance to consult privately with the employee, or

B. **Deny the request** and end the interview immediately, or

C. Give the employee a choice of:
(1) having the interview without representation or
(2) ending the interview.

Rule III: If the Employer denies the request for union representation, and continues to ask questions, it commits an unfair labor practice and the employee has a right to refuse to answer. The Employer may not discipline the employee for such a refusal.

INSURANCE and PENSION

When you have questions regarding eligibility, benefits, or how to file a claim, please contact the fund office at the following address, where the staff will be pleased to assist you:

HEALTH CARE ENROLLMENT / VISION CLAIMS
ZENITH ADMINISTRATORS
PO BOX 447
5511 W. 56th AVENUE, #250
ARVADA, CO 80001-0447
TELEPHONE: 303-430-9334
TOLL FREE: 1-800-527-1647

HEALTH CLAIMS

CIGNA – 1-800-244-6224

KAISER – 303-338-3800

DENTAL
DELTA DENTAL OF COLORADO
PO BOX 173803
DENVER, CO 80217-3803
TELEPHONE: 303-741-9300

PENSION
ZENITH ADMINISTRATORS
PO BOX 1307
5511 W. 56th AVENUE, #250
ARVADA, CO 80001-1307
PHONE: 303-430-9476
TOLL FREE: 1-800-390-3083

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S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

June 2012

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

July 2012

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August 2012

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

September 2012

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October 2012

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November 2012

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

December 2012

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

2013

January 2013

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

February 2013

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

March 2013

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2013

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2013

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 2013

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	30	21	22
23	24	25	26	27	28	29
30						

July 2013

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2013

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2013

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2013

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2013

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2013

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

NOTES

NOTES

NOTES

DO NOT GO SUSPENDED!!!

REMEMBER, IF YOU LEAVE THE INDUSTRY FOR ANY REASON (termination, lay-off, leave of absence, etc.) apply for your withdrawal card. This must be done within 30 days from the last day worked. This protects your union status in the event you should ever return to the industry. Failure to get a withdrawal card will result in SUSPENSION from the Union and a reinstatement fee will be charged. If you leave the industry **IT IS YOUR OBLIGATION TO GET A WITHDRAWAL CARD!**

The withdrawal card will be issued at no cost, the only requirement being that your initiation fee be fully paid and your dues must be paid for the month in which you request the withdrawal card. The withdrawal card is good indefinitely and allows you to become a member of any local union affiliated with the United Food and Commercial Workers International Union without payment of any additional fee(s). Withdrawal card must be deposited with the union office within 30 days after returning to work or it becomes null and void and the reinstatement fee must be paid. All persons returning to work with a withdrawal card must fill out a new application and authorization.

WITHDRAWAL CARD REQUEST FORM

When your employment terminates, or if you are laid off, or on a leave of absence over 30 days, you should request a **Withdrawal Card**.

SS #_____

Name_____ Date _____

Address_____

City_____ State_____ Zip_____

Home Phone_____ CO _____ Store #_____

Job Class_____ Last Day Worked _____

Dues must be paid for the month in which you request a withdrawal card.