

K#9315

**AGREEMENT**

**Between**

**CITY MARKET, INC.**

**Grand Junction, Fruita, and Clifton(Deli Only), 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 38<sup>th</sup> Avenue, Suite 400  
Wheat Ridge, Colorado  
80033-9982**

**Telephone – 303-425-0897**

**Toll Free - 1-800-854-7054**

**Website: www.ufcw7.org**

**Grand Junction Office**

**3210 E Road, Clifton, CO 81520  
Office Phone: 970-245-3067 X 509  
Fax: 970-245-9006**

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.



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

**AGREEMENT**

**between**

**CITY MARKET,  
A DIVISION OF DILLON COMPANIES, INC.**

**Grand Junction, Fruita and Clifton (Deli Only), Colorado  
(MEAT)**

**and**

**UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7 DENVER, COLORADO**

**chartered by**

**UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION, AFL-CIO**

**TERM: May 31, 2009 through October 5, 2013**

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AGREEMENT

between

CITY MARKET,  
A DIVISION OF DILLON COMPANIES, INC.

Grand Junction, Fruita and Clifton (Deli Only), Colorado  
(MEAT)

and

UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7

chartered by

UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION, AFL-CIO

TERM: **May 31, 2009** through **October 5, 2013**

THIS AGREEMENT is made and entered into by and between CITY MARKET, A DIVISION OF DILLON COMPANIES, INC., Grand Junction, Fruita and Clifton (Deli Only), Colorado, 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 meat cutters, apprentices, wrappers, butcher block sales persons, delicatessen employees, clean-up personnel, including part-time workers who work regularly one (1) day or more a week, employed by the Employer in the meat market or markets owned or operated by the Employer at Grand Junction, Fruita and Clifton (Deli Only), Colorado, but excluding all store managers, assistant store manager, management trainees, production bakers and finishers, hostesses, demonstrators, pharmacists, courtesy clerks, office and clerical employees, janitors, parking lot attendants, food clerks, warehouse employees, watchmen, guards and professional

employees and supervisors as defined in the National Labor Relations Act, as amended, and all other employees.

**Section 2.** Within the jurisdiction of each bargaining unit, any new stores opened by the Employer shall be accreted and shall be covered by the terms of each bargaining unit agreement.

## **ARTICLE 2**

### **BARGAINING UNIT WORK JURISDICTION**

**Section 3.** All work performed in the meat department and delicatessen department will be done by members of the bargaining unit. For the purpose of this Agreement, the meat department is defined as the area occupied by the meat storage rooms, the meat preparation rooms and the service and/or self-service display cases where fresh, smoked, cooked and frozen meats, poultry, fish or sea foods are offered for retail sale.

Store Managers, Assistant Store Managers, Second Assistant Managers, the person in charge of the store in their absence, Field Merchandisers and Department Managers may perform any duties throughout the stores.

**Section 4.** Bargaining Unit Employees shall perform the work of cutting or preparation of meats that are cut or foods processed or prepared on the premises for immediate human consumption.

**Section 5.** All fresh, cured, smoked or frozen meat, refrigerated luncheon meats, fish, poultry and rabbits shall be handled by employees within the bargaining unit.

**Section 6.** 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, ice, dry ice, honey, bulk coffee, tortillas, greeting cards (and related products such as bows, wraps, candles, balloons, ribbons), newspapers, magazines, books, specialty/gourmet/natural foods and related products shall be allowed to perform all work in connection with the sale of their products directly delivered to the store. For purpose of this provision, the product categories as used herein shall be interpreted to include all products delivered by such vendors. Additionally, all vendors shall be allowed to stock and otherwise maintain any J-Hook or Clip strip program. Product categories as defined above that are direct store delivered and are later cross-docked at the Employer's warehouse (then delivered to the store on the Employer's trucks) may have all work in connection with the sale of such product categories performed by the vendor. Additionally, all vendors may perform: any work in connection with promotional and seasonal displays; facing in connection with service of their product; rotation of product; cleaning of product, shelves and racks; affixing coupons and other promotional

materials to products; three (3) major resets per store per section per calendar year; 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 outdated material or damaged merchandise; and any work during the time period preceding, and the thirty (30) day period after, a new store opening or reopening of a store after remodeling.

**Section 7.** Nothing herein should be interpreted to restrict non-bargaining unit employees performing bargaining unit work at locations away from the store, as long as the product sent to the store is product generally available for purchase for resale by retailers.

**Section 8.** Non-bargaining unit employees may perform bargaining unit work in the store during the time period preceding and the thirty (30) day period after a new store opening or the reopening of a store after remodeling.

**Section 9.** Non-bargaining unit employees may assist vendors performing resets as provided in Section 6, above.

**Section 10.** Nothing herein should be interpreted to restrict non-bargaining unit employees from performing transactions at a cash register.

**Section 11.** Non-bargaining unit employees may perform bargaining unit work when a bargaining unit employee who has been scheduled to work fails to report as scheduled and in connection with the instruction or training of an employee or employees.

**Section 12. Subcontracting.**

- a. The Employer agrees not to subcontract operations currently existing within the store.
- b. 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. It is understood that sanitation work normally performed by employees will continue to be done by employees, but the contracting out of certain special assignments may also be continued as in the past.
- c. Clarification of First Paragraph: "Currently existing" as of 8/1/93 includes by way of example and not by way of limitations: front end, grocery, produce, bakery sales, general merchandise, health & beauty care, floral and video.
- d. Clarification of "Contractual Relationship": Any franchise or lease using bargaining unit employees would not violate this section including by way of example and not by way of limitations: Blockbuster Video, Veldekamp's.

Any franchise or lease not using bargaining unit employees for operations that did not exist in the store on 8/1/93 or are new would not violate this section, including by way of example and not by way of limitations: pet shops, post office, travel agency, banks, espresso coffee and dry cleaners.

- e. Clarification of "Purchase Order": The Union will not claim a violation of this section based on the Employer's purchase of products generally available for purchase for resale by retailers, regardless of the product's relationship to bargaining unit work, including by way of example and not by way of limitations: pre-made salads, pre-sliced cheese, pre-cut and packaged carrot or celery sticks, salad ready lettuce, pre-wrapped lettuce, pre-made floral arrangements, upgraded plants, pre-processed produce products.
- f. Clarification of Other Operations that would not violate this section: Including by way of example and not by way of limitations: bubble gum machines, toy machines, gift baskets, demonstrators setting up and demonstrating product, garden centers, (the employer will use a combination of experienced and qualified employees and temporary non employee workers to operate the garden centers as they have in the past) and continuing warehouse produce repack work performed before 8/1/93.
- g. Clarification of Sanitation Work Special Assignments: The employer has in the past and may in the future contract out: washing windows, shampooing carpets, servicing and cleaning inside of hoods and vents, maintenance of parking lot, ceiling tiles, and lighting.

**Section 13.** For the first five hundred (500) hours of work, a first year apprentice shall not be assigned to work alone, except during lunch hours, break periods, or in markets where only one (1) Journeyman Meat Cutter is scheduled for the day.

### **ARTICLE 3**

#### **UNION SECURITY AND CONDITIONS**

**Section 14. 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 (31<sup>st</sup>) 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 (31<sup>st</sup>) day following the beginning of such employment, become and remain members in the Union.

**Section 15. ABC Checkoff.** 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 individual employee, and that any such employee may revoke her ABC checkoff authorization at any time by written notice to the Employer and the Union.

**Section 16. Delinquent Members/Fee Payers.** Whenever the Union requires the Employer to discharge any employee for failure to join or maintain her membership in the Union or for her failure to pay required fees to 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. Upon the effective date of this Agreement, 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 her delinquent dues or fees to an authorized agent of the Union. The Union shall defend (with an attorney chosen and retained by the Union), indemnify and hold harmless the Employer from any and all claims, losses, liabilities and damages, including attorneys' fees, arising from such discharge.

#### **ARTICLE 4**

#### **CHECK-OFF**

**Section 17.** The Employer agrees to deduct the weekly union dues and uniform assessments (including initiation fees for new employees) 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 her individual check-off authorization upon giving thirty (30) days' written notice to the Employer and the Union.

**Section 18.** 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.

**Section 19. Hold Harmless.** The Union shall hold the Employer harmless for all actions taken in connection with dues check-off obligations under this Agreement, including payment of any and all attorneys' fees.

## ARTICLE 5

### NEW EMPLOYEES, TRANSFERRED EMPLOYEES, PROMOTED OR DEMOTED

**Section 20.** When an employee is hired for a job or transferred or promoted or demoted into a bargaining unit job as described in Section 1 hereof, the Employer agrees within three (3) days to fill out a mutually agreeable form in triplicate, which advises the employee of her obligation to join the Union. One (1) copy of this form will be given to the employee and one (1) copy will be mailed to the Union in a stamped, addressed envelope provided by the Union.

**Section 21. Completion of Forms For Benefit Programs.** At the time of hiring, the Employer will advise each such employee of the fact that she 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 22. Off-Premise Training.** Any employee who has completed her probationary period and who is sent to an off-premise training program shall not have her 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 23.** The Employer retains the right to manage the store (or stores), to direct the working forces, and to make 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.

**Section 24. Espresso Vendors.** To permit Vendors to serve espresso and other items from carts or similar enclosures outside or inside stores.

**ARTICLE 7**  
**DEFINITIONS OF CLASSIFICATIONS**

**Section 25.** 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. **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.
- c. **CHEESE STEWARD.** In delicatessens with an expanded cheese selection the Employer may employ and designate an employee as a Cheese Steward. The addition of a Cheese Steward to any delicatessen shall be at the Employer's discretion. A Cheese Steward must possess education and/or training sufficient to give them a broad range of knowledge with respect to the varieties of cheeses sold in the delicatessen. Cheese Stewards may perform all work in the delicatessen.

**Section 26. New Classifications.** If new job classifications not presently in existence are established in the bargaining unit, the parties shall, within thirty (30) days of request by either party, negotiate appropriate wage rates.

**Section 27. First Cutter.** A First Cutter may be designated at the discretion of the Employer and is not a required classification.

**ARTICLE 8**  
**RATES OF PAY**

**Section 28.** 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 29.** 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 30.** 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. Nothing herein shall be interpreted to restrict the Employer from paying rates of pay in excess of the minimum wage rates set forth in Appendix "A", if paid to all similarly situated employees.

**ARTICLE 9**  
**PRIOR EXPERIENCE**

**Section 31.** In applying Sections 28, 29, and 30 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 meat or deli operation.

Any grievance over recognition given an employee for comparable work experience at the time of her 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 her employer or former employer, the following information: Date of hire, date of termination, total hours worked in retail meat or deli department. The employee must show evidence of employment in the meat or deli industry before making such request.

**ARTICLE 10**  
**PAY FOR WORK IN HIGHER/LOWER CLASSIFICATION**

**Section 32.** When an employee is required to perform work in a higher classification, she shall receive the next highest rate of pay of the higher classification; but, if required to perform work in a lower classification, she shall retain her regular rate, except in the case of actual demotion, when the employee shall receive pay according to her classification.

**ARTICLE 11**  
**NO REDUCTION IN PAY**

**Section 33.** 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.

## ARTICLE 12

### WORKWEEK

**Section 34.** The workweek shall coincide with the calendar week. Forty (40) hours to be worked in any five (5) eight (8) hour days shall be the standard workweek for regular full-time employees, except in holiday weeks when the standard workweek shall be thirty-two (32) hours to be worked in four (4) eight (8) hour days.

**Section 35.** The four (4) ten (10) hour day work schedule must be mutually agreed to between the employer and the employee.

An employee scheduled to work a four (4) ten (10) hour day work schedule will be covered by modifications to the following modified sections, such as time and one-half (1½) would be paid after ten (10) hours instead of eight (8) hours, sick pay would be paid up to ten (10) hours instead of eight (8) hours, funeral pay would be paid up to ten (10) hours instead of eight (8) hours (up to a maximum of twenty-four (24) hours), jury duty pay would be paid up to ten (10) hours instead of eight (8) hours, holiday pay would be paid up to ten (10) hours instead of eight (8) hours, and any other sections of the contracts that currently provides for eight (8) hours pay will provide for ten (10) hours pay. Sunday premium will be paid up to ten (10) hours worked instead of eight (8) hours worked. Hours beyond that shall be considered overtime. The employer will give the employee a relief period of fifteen (15) uninterrupted minutes for each five (5) hour period worked as near as practicable to the middle of the five (5) hours.

The work schedule(s) for an employee who is eligible to receive the maximum of a twenty-four (24) hour paid funeral leave shall be changed so as to provide no lost wages due to the twenty-four (24) hour maximum paid funeral leave, if requested by the employee.

**Section 36.** Where mutually agreed between the Employer and the employee, management may schedule employees nine (9) hours work and pay, which will include eating lunch and taking breaks on the Employer's time in the work area such that they may be available to perform work as needed.

## ARTICLE 13

### OVERTIME

**Section 37.** Overtime compensation at the rate of time and one-half (1½ x) 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 her last previously scheduled quitting time. (There will be at least eight (8) hours between each employee's scheduled quitting time and her next scheduled starting time.)
- d. For all hours scheduled and worked on the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) 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. This paragraph (d) shall not apply to clean-up personnel.

**Section 38. No Pyramiding of Overtime.** It is understood and agreed that overtime compensation shall not be paid twice for the same hours of overtime work on the same day. Therefore, if any employee works on a holiday and has a total of more than forty (40) hours of work in the same week, such employee will be paid overtime rates for hours in excess of forty (40), unless the worked holiday hours are the same hours that result in the employee working more than forty (40) hours in the week, i.e., the holiday is the final day worked by the employee in that week period.

## **ARTICLE 14**

### **SUNDAY PREMIUM**

**Section 39.** 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 Clean-up personnel). 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 subparagraph b of Section 37 because of the fact that the employee worked over forty (40) 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 37 hereof. Employees hired on or after March 6, 2005 shall not be eligible for Sunday Premium.

**Section 40.** 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 41.** 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.

**Section 42. Clean-up Personnel Sunday Premium.** Clean-up Personnel shall receive a premium of fifty cents (50¢) per hour for all work performed on Sunday.

**Section 43.** Sunday scheduling shall be on a voluntary basis. Should the Employer be unable to obtain enough volunteer workers, employees in reverse order of seniority within the job assignment will be required to work.

## **ARTICLE 15**

### **TRAVEL BETWEEN STORES**

**Section 44.** When an employee is transferred from one store to another store during her 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 being paid by the employer for mileage at that time, exclusive of travel to and from the employee's home. No employee will be required to use her personal vehicle to conduct Company business.

**Section 45.** Before an employee is permitted to use their personal vehicle for company business, the Employer shall have the employee sign a statement acknowledging their risk and certification of a valid driver's license and insurance coverage.

**Section 46.** I certify that I have a valid driver's license and that I have insurance in effect on the vehicle I am using on City Market business. I understand and acknowledge the risks involved in driving my vehicle. I understand I will be responsible to myself for any traffic or parking citations. I understand that if I am involved in an accident while using my vehicle on City Market business I will report the accident to my auto insurance company and that any damage to my vehicle will be my responsibility. I understand that if I deviate from City Market business while using my vehicle I will be responsible for any injuries to myself or others and for any property damage. I understand I cannot be required to use my personal vehicle for company business.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ARTICLE 16**  
**NIGHT PREMIUM**

**Section 47.** A premium of sixty cents (60¢) 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 Clean-up personnel).

All Clean-up personnel shall receive twenty-five cents (25¢) per hour in addition to the hourly rate for all work performed between the hours of 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 17**  
**HOLIDAYS AND HOLIDAY PAY**

**Section 48.** All employees hired on or before March 5, 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 6, 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. Such employees shall be entitled to one (1) personal holiday after two (2) years of service, two (2) personal holidays after three (3) years of service, and three (3) personal holidays after four (4) years of service. Such holidays must be requested two (2) weeks in advance and approved by the Store Manager.

The Employer may operate its stores at its sole discretion on any of the holidays recognized by this Agreement.

**Section 49. Personal Holiday Qualification Requirements.** 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.

**Section 50.** When a holiday falls on Sunday, the following day shall be observed.

**Section 51. 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, she shall be paid eight (8) hours at straight-time as pay for the unworked holiday.

**Section 52. 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 two (2) weeks prior to the week in which the holiday occurs, divided by five (5). Provided the employee actually performs work in the calendar week two (2) weeks 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 53. 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 her regularly scheduled day immediately preceding the holiday, the holiday if scheduled, and her regularly scheduled day immediately following the holiday, unless she has been previously excused from such work by the Employer or unless she was prevented from so 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 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 54.** 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 workweek.

**Section 55. Premium Pay for Holiday Work.** For employees hired on or before March 5, 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 6, 2005, when a holiday (as defined above for such employee) is worked, the employee shall be paid one dollar (\$1.00) per hour worked.

## ARTICLE 18

### VACATIONS

**Section 56.** All regular full-time employees, and all part-time employees, who were hired on or before March 5, 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 6, 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, and 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 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. No pro-rata vacation will be paid at termination.

**Section 57. Vacation by Hours.** There would be no change in the way an employee earns vacations. The only change would be in the way an employee is allowed to take vacation.

In the past, employees have been required to take vacation one (1) week at a time. With the new program, they could request vacation pay by hours from one-tenth ( $\frac{1}{10}$ ) of an hour up to the total number of hours they have earned. This gives employees flexibility in taking their vacation pay whenever they want.

The intent of the program is to allow the employee to take and be paid for smaller portions of their earned vacation than forty (40) hours at one time.

**Section 58. Vacation Pay In Advance.** An employee who has earned vacation on the basis of having completed an anniversary year shall receive her vacation pay during the work week immediately preceding the employee's vacation, provided the employee has requested such in writing at least two (2) weeks in advance of her vacation.

**Section 59. 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 60.** All employees will be allowed to be paid for earned vacation pay without being required to schedule vacation time off. There will be no limit on the amount of earned vacation pay that can be taken in this manner. Vacations must be taken or paid for during each anniversary year.

**Section 61. Vacation Upon Lay Off or Termination.** When an employee is laid off, or discharged, or leaves her place of employment, and at said time she is entitled to a vacation, she shall receive her vacation wages at the time of the layoff or discharge, or at the time she leaves her place of employment. Provided, however, that if such employee be discharged for proven dishonesty, she shall not be entitled to any vacation or vacation pay, whether the same has accumulated or not.

**Section 62.** In the event a regular full-time employee covered by this agreement 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.

### **SCHEDULING OF VACATIONS**

**Section 63.** 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, per week, per bargaining unit. If a dispute arises between employees as to vacation preference, seniority shall govern within the job assignment, the classification and store. Any additional vacation weeks that become available after the posting of such roster shall be posted within the store and shall be offered by seniority within classification and store. Once the additional vacation week(s) has/have been approved it will not be changed unless mutually agreeable between the employee and the Employer. Weekly vacation requests shall take preference over daily vacation requests. For the purposes only of this Section and Article, Apprentice Meat Cutters, Journeyman Meat Cutters, First Cutters and Head Meat Cutters shall be considered one (1) classification.

**Section 64.** The Employer will post a notice December 1 of each calendar year, and the employees will sign the roster as to their choice of vacation. This list will remain posted for selection until February 1 of each calendar year.

**Section 65.** Any employee who fails to sign such roster prior to February 1 will be permitted to take vacation at a time that will not interfere with the other employee's established vacation period. It will be the employee's responsibility to insure that their earned vacation time is taken.

**Section 66.** When the vacation dates have been established from the roster, they will not be changed unless mutually agreeable between the employee and the Employer.

**Section 67.** Notwithstanding the above, employees who voluntarily transfer to another store or job assignment after their vacation has been selected are subject to having their vacation rescheduled.

**ARTICLE 19**  
**SCHEDULE POSTING**

**Section 68.** By 9:00 a.m. on Friday of each week, management will post the work schedule in each store for the following week, which schedule shall be in ink and which shall include employees' first initial and last name and which work schedule shall not be changed by management for that particular workweek except where the change is predicated on circumstances beyond the control of management such as sickness, injury, leaves of absence, vacations, jury duty, wide fluctuations in volume, Acts of God. This clause shall not 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.

**Section 69.** Any changes in the work schedule will be reflected on the posted schedule at the time the change is made, with the understanding that any changes made to the posted schedule after it is posted on Friday of each week will not be considered as scheduled hours for the purpose of paying overtime as set forth in Section 37 paragraph d.

**ARTICLE 20**  
**MINIMUM DAILY SCHEDULE**

**Section 70.** Employees shall not be scheduled for less than four (4) hours per day, provided they are available for work. Clean-up personnel shall not be scheduled for less than two (2) hours per day, provided they are available for such work.

**ARTICLE 21**  
**MINIMUM WEEKLY SCHEDULE**

**Section 71.** No employee shall be scheduled for less than twenty (20) hours in a workweek, if the employee is available. This Article shall not apply to Clean-up personnel.

## ARTICLE 22

### NO FREE WORK

**Section 72.** 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.

Time used by an employee to prepare themselves to be fully ready to go to work as soon as they punch in will not be considered to be in violation of this Article.

Time spent by employees selecting shifts will not be considered to be a violation of this article, however, the Employer may permit employees to select shifts on paid time.

## ARTICLE 23

### TIME CARDS

**Section 73.** Employees shall be required to enter into the time tracking mechanism the time immediately before beginning work and immediately upon ending work. Employees shall also be required to enter into the time tracking mechanism the beginning and ending time of lunch and relief periods. No employee shall enter time for another employee.

## ARTICLE 24

### SPLIT SHIFTS

**Section 74.** There shall be no daily split shifts. A split shift is defined as two (2) work periods separated by more than a normal meal period, but within eight (8) hours. Notwithstanding the above, store meetings which are covered elsewhere in this agreement shall under no circumstances be considered as a split shift.

## ARTICLE 25

### STORE MEETINGS

**Section 75.** All time spent by an employee actually attending any store meeting where her 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 two (2) meetings per calendar year, the call-in provisions in Article 26 shall apply.

**ARTICLE 26**  
**REPORTING PAY**

**Section 76.** Any employee able to render required services shall, if called for work, be guaranteed an amount equal to four (4) hours' pay at her straight-time rate of pay. Provided the employee is able and available to work the four (4) hours.

Notwithstanding the above, Clean-Up personnel able to render required services shall, if called for work, be guaranteed two (2) hours' pay at her straight-time rate of pay, provided the employee is able and available to work the two (2) hours.

**Section 77.** Employees working in two (2) stores of the Employer in any one (1) day shall receive a full day's pay for such work. This section shall not apply to Clean-Up Personnel.

**ARTICLE 27**  
**LUNCH BREAKS**

**Section 78.** Each daily schedule in excess of six (6) hours shall include a non-paid one (1) or one-half (1/2) hour lunch period at approximately the middle of the shift. When a work period of six (6) hours will complete the day's work, the lunch period shall be optional, but if no lunch period is provided, contrary to Section 79, two (2) fifteen (15) minute relief periods will be provided.

Employees' scheduled lunch periods 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 28**  
**RELIEF PERIODS**

**Section 79.** 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, the employee whose work shift is seven (7) hours or more shall receive at least two (2) relief periods.

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

**ARTICLE 29**  
**PROBATIONARY PERIOD**

**Section 80.** 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 she shall have no recourse to the grievance or arbitration procedures set forth in this Agreement concerning such termination.

The probationary period for new hires may be extended up to thirty (30) calendar days upon mutual agreement between the employee/employer and union.

**ARTICLE 30**  
**SENIORITY**

**Section 81.** For lesser classified jobs than Head Clerk, length of continuous service in the employ of the Employer shall govern in layoffs and rehires within a particular classification in the bargaining unit as described in Article 1, Section 1, except as set forth in Section 82, whenever the ability of the employee involved is substantially equal.

**Section 82. Seniority of Transferred Employees.** Employees transferring into the bargaining unit will retain their most recent anniversary date for all purposes other than seniority rights. They will receive a new seniority date upon entering the bargaining unit which will be used for purposes of scheduling, promotions, demotions, claiming of hours, layoffs, etc.

**Section 83.** For the purposes of this Article the Journeyman Meat Cutter and the Apprentice Meat Cutter shall be considered as one (1) classification.

**Section 84. 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 layoff 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 85. Seniority Lists.** Bargaining unit seniority lists shall be provided to the Union on no more than two (2) occasions during the calendar year, upon request by the Union.

**Section 86. 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 her home store, except that working a forty (40) hour per week schedule as a result of the employee receiving any hours caused by other employees' absence(s) for any reason or during the periods July 1<sup>st</sup> to August 31<sup>st</sup> and November 15<sup>th</sup> to December 31<sup>st</sup> shall not be used for purposes of advancing an employee to full-time status. 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.

It is understood that for purposes of this provision, the definition of "absence" shall include such things as absence from work due to vacation, holiday, vacated shift, unexcused absence, funeral leave, jury duty, leave of absence and illness.

**Section 87. Assignment to Full-time Status.** When a full-time vacancy occurs and the Employer determines that such vacancy shall be filled by a full-time employee, or a four (4) week at forty (40) hour opening is created, the job vacancy for lesser classified jobs than Head Clerks 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 in this Agreement. Should the Employer 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 the Employer shall offer the full-time assignment to the senior qualified employee of the store in the classification who signed the posting, before hiring off-the-street.

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

**Section 88. Full-time Request List.** 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 specific store(s) in the bargaining unit the employee desires to be assigned. 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, 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 89. 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. A full-time employee accepting recall to a part-time position shall immediately be reclassified to part-time status. Similarly, a part-time employee recalled to a full-time position shall be reclassified to full-time status.

**Section 90. Promotions.** The Employer agrees to make promotions to lesser classified jobs than Head Deli/Seafood Clerk to the most senior qualified employee. Seniority shall prevail throughout the entire number of stores of the Employer in the area covered by this Agreement.

1. A promotion is an assignment to a classification which has a higher "Journeyman" or "thereafter" rate than the classification being vacated.
2. An employee desirous of promotion or multiple promotions shall make this wish known by submitting a signed written request, form to her current store manager. Such requests may be submitted at any time and there shall be no minimum time period between requests until the highest classification available has been attained. An employee who is assigned a promotion in accordance with such request shall accept such promotion. Such request forms must be signed and dated by the store manager and union steward. Any employee who wishes to withdraw such written request may do so in writing to the store manager at any time before the time when promotion is assigned. In the absence of the store manager, said form must be signed by the person in charge of the store. In the absence of the union steward, said form must be signed by a member in good standing. The intent is to insure that the forms are not delayed by the absence of either party's representative.
3. The Employer shall not make promotional assignment to employees who are not scheduled to work during the workweek in which the assignment is to begin: nor to any employee in a probationary period.
4. None of the above shall be applicable to temporary assignments as set forth in Article 10, Section 32 of this Agreement.

**Section 91. Probationary Period for Promotions.** When any employee is promoted to a higher classification, she 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 her prior classification with regard to position and status.

The probationary period for promotions may be extended up to an additional thirty (30) calendar days for full-time and an additional forty-five (45) calendar days for part-time, upon mutual agreement between union/employee/employer.

**Section 92. Training Prior to Promotion.** When the employer deems it necessary to train an employee who is to be permanently promoted from a lower classification to a higher classification, said employee shall receive proper training for the classification to which they are being promoted. The Employer will assign a qualified employee to train the employee being promoted. The training will consist of forty (40) hours to be worked within two (2) consecutive workweeks and the employee being trained shall maintain their current rate of pay during this training period. It is agreed and understood that the trainee must work directly with the trainer; it shall be a violation of this clause if a trainee is allowed or permitted to work alone.

**Section 93. Demotion for Just Cause.** Except under the provisions of Section 101, no employee shall be demoted from a higher classification without just cause.

**Section 94. Demotions and Step Downs.**

1. Whenever a member of the bargaining unit, classified as a First Cutter, Head Clerk, or above, is demoted, such employee may be returned to the classification and status (i.e., full-time or part-time) held when she accepted the bargaining unit position of First Cutter, Head Clerk or above, or the employee may exercise his/her seniority to claim a position in accordance with the current Full-Time or Promotion Request Lists. It is understood that the employee must be employed for one continuous year in the bargaining unit prior to the demotion or step down or the employee shall be placed in the position of Meat Clean-Up.
2. Whenever a management employee who is not a member of the bargaining unit is demoted or steps down into the bargaining unit, such employee may exercise her seniority, provided a vacancy (as defined in the collective bargaining agreement) exists, to claim a position in the bargaining unit in accordance with the Full-Time or Promotion Request Lists. For the purpose of this section, the non-bargaining unit management employee shall be deemed to have full company seniority from the first day of assignment into the bargaining unit notwithstanding language set forth in the collective bargaining agreement establishing a 30-day waiting period. It is understood that the employee must be employed for one continuous year in a store or facility covered by a collective bargaining agreement with Local No. 7 immediately preceding the demotion or step-down or the employee shall be placed in the position of Meat Clean-Up.
3. The provisions of this section shall apply to employees classified as Head Clerk or above who are laid off. Such employee shall have recall rights to

the job assignment vacated prior to the Employer hiring or promoting an employee for such vacated job assignment.

4. Notwithstanding the foregoing, demotions and step down of bargaining unit employees classified as Head Clerk or above will be subject to the provisions of Section 93.

## **ARTICLE 31**

### **AVAILABLE HOURS**

**Sections 95. Scheduling and Assignment of Hours.** Not later than seven (7) days prior to the start of any workweek, the Employer shall post a list of shifts, including start times, for each job assignment within the classification and store, based on the available hours as determined by the Employer. Employees lesser classified than Head Clerk shall be allowed to select their preferred schedule from the posted list of shifts for which they are qualified to perform the work, in seniority order within their job assignment. 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 the Employer. The employee's selection shall be recorded on a master schedule. Employees shall not select a portion of a shift. Prior to the start of the selection process, the Employer will identify approved vacation requests on the schedule.

The Employer may allow an employee in one job assignment to select shifts in another job assignment. The Employer reserves the right to assign employees to any ordering shifts and to training shifts. Nothing herein shall be interpreted to restrict the Employer's right to modify an employee's preferred shift selections prior to posting the schedule at 9:00 a.m. Friday.

Employees must immediately make their shift selections at the time directed by the Employer. If an employee fails to promptly select, the Employer, or the steward if available, shall select on behalf of the employee based on the employee's previous weekly schedule. In this event, the employee waives all rights to grieve the Employer's scheduling selection.

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

The Employer may require junior employees to select a specific number of shifts 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, the Employer may pull shifts in reverse seniority order from senior employees to reach minimum hours for such employee, or the Employer may zero out such employee and assign any remaining hours in reverse seniority order to senior employees.

The Employer retains the right to determine the number of positions in each job assignment. Upon mutual agreement between the Employer and the employee, a more senior qualified employee may change job assignments within her classification in order to maximize hours. The least senior employee in the job assignment affected will be moved to the job assignment vacated by the senior employee.

When needed to increase the opportunity to maximize hours, an employee may request in writing to be trained in any job assignment within her job classification for which the Employer feels the employee is not currently qualified. After the request is made, the Employer may train within a reasonable time consistent with the business needs of the Employer, unless the employee is incapable of performing the job for which she requests training.

## ARTICLE 32

### ADDITIONAL HOURS

**Section 96. Additional Hours.** The Employer shall post a weekly additional hours' request list for each classification. Employees interested in working additional hours must sign the list for their classification and designate the days they will be available to work additional hours by midnight of the Saturday prior to the start of the applicable workweek. When hours not on the posted schedule become needed, or hours on the posted schedule become available (and the Employer elects to fill some or all of these hours) the Employer shall attempt to contact, in seniority order, by classification, qualified employees who signed the list for the day in question and assign them the hours. (If the Employer determines at the time the need arises, that less than four (4) hours should be needed, only the following options need be exhausted: first, employees currently at work who signed the list for the day in question will be assigned the work; and second, employees who signed the list for the day in question and who may be brought in early because the need is contiguous to their scheduled shift will be assigned the work. Nothing herein should be interpreted to require assigning work to employees not scheduled for the day in question or to employees not available to work the additional hours at the time the need arises.) If the hours cannot be assigned to the employees requesting them, as provided hereunder, the Employer may assign the hours at its discretion. Nothing herein shall be construed to require the scheduling of additional hours for any employee which will result in a split shift or overtime or prevent the Employer from assigning overtime pursuant to Section 97.

## ARTICLE 33

### UNSCHEDULED OVERTIME

**Section 97. Unscheduled Overtime Hours.** Daily overtime not previously scheduled shall be offered in seniority order within the job assignment, 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 job assignment 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 job assignment on their non-scheduled day without violating this Section.

## **ARTICLE 34**

### **REDUCTION IN HOURS**

**Section 98. 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 this Agreement. However, if the average of all part-time employees within the classification within the job assignment is twenty-four (24) or more hours (including hours paid for vacation, sick, funeral, unworked holiday and jury duty pay) the Employer 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 within the job assignment 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.

**Section 99. Full-Time Employees.** The Employer 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 hour scheduled and paid for vacation, unworked holiday, jury, sick and funeral pay) of all part-time employees within the classification within the job assignment 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 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. The employee may exercise her seniority to bump any time between the second (2<sup>nd</sup>) and eleventh (11<sup>th</sup>) 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 her store.

No employee assigned as full-time on August 3, 1996, shall have her 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 her hours reduced to twenty-four (24) or less before any other full-time employee protected under this paragraph is reduced.

**Section 100. Full-Time Employees - Competitive Openings.** During the first sixty (60) days following a competitive opening, the Employer 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 the classifications impacted by a competitive opening.

## **ARTICLE 35**

### **LAYOFFS**

**Section 101. Layoffs.** For lesser classified jobs than Head Clerk, when a reduction in the workforce is necessary, the following procedure shall be used.

The least senior employee within the affected job assignment within the classification within the store shall be notified of the layoff and shall be given the options of: (1) displacing the least senior employee in the same classification within the same store; (1a) if there is no less senior employee in the same classification within the same store, displacing the least senior employee in the same classification within the bargaining unit; (2) displacing the least senior employee in a lower classification within the same store; or (3) accepting the layoff. Such employee shall receive the rate of pay for any lower classification to which she moves.

For purposes of this provision a full-time employee may only exercise the above options as to other full-time employees and a part-time employee may only exercise the above options as to other part-time employees.

**Section 102. Employees Accepting Layoff or 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. However, at the time of layoff or accepting a job in a lower classification, an employee

may inform the Employer in writing of her desire not to be recalled to nightcrew jobs, in which case the notification shall be honored. 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 the work.

**Section 103. Employee 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 her desire to be recalled to a lower classification, and such notification shall be honored when a vacancy occurs. 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.

## **ARTICLE 36**

### **TRANSFER FROM STORE TO STORE**

**Section 104. Transfer from Store to Store.** Transfer 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 37**

### **NEW STORE OPENING**

**Section 105.** In the event of the opening of a new store within the bargaining unit (not 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 jurisdiction of a bargaining unit 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 unit language, if available.

## **ARTICLE 38**

### **LEAVES OF ABSENCE**

**Section 106. Sickness, Injury or Pregnancy.** Leaves of absence without pay for reasonable periods shall be granted by the Employer to employees who have completed three (3) months of service for reasons of bona fide illness or disability, or injury on or off the job. Pregnancy shall be treated as a bona fide illness or disability.

**Section 107. 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 his/her seniority. An employee who wishes to change his/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 certification of the parent relationship to the newborn or to the adopted child.

**Section 108. 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 continuous service in the bargaining unit at the time of the request. The employee shall be guaranteed reinstatement in accordance with her seniority at the end of her leave. Any employee who wishes to change 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 twenty-three (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 reason for the employee's involvement.

**Section 109. 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 the employee.

**Section 110. 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 111. Union Leave.** Leaves of absence without pay for union business not to exceed a total of eighty (80) hours per year per store may be granted by the Employer to employees who have completed one (1) year of service.

**Section 112. 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 113. Returning from Leave of Absence.** The employee must be qualified to resume her regular duties upon return to work from an approved leave of absence. A doctor's certificate verifying that the employee is able to resume her 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 39**

### **BEREAVEMENT LEAVE**

**Section 114.** Upon request, an employee covered by this Agreement shall be granted the necessary time off with pay at her regular straight-time rate of pay in order to make arrangements for and/or attend a funeral occasioned by a death in her immediate family. Such time off with pay shall in no event exceed three (3) regularly scheduled working days, and the amount of such paid time off actually granted shall normally depend upon the distance involved.

- a. The immediate family is defined as the employee's spouse, children, step-child, grandchildren, father, mother, brother, sister, grandparents and father, mother, brother, sister of the present existing spouse.
- b. Additional time, without pay, shall be granted as is needed by the employee up to seven (7) days.
- c. Payments shall not be made hereunder where the relative's death occurs while the employee is on vacation or on a leave of absence.

**Section 115.** If an employee is notified of the death of her spouse, parent or child while at work, she 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 of the deceased person.

**Section 116.** 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 40**

#### **JURY DUTY**

**Section 117.** Whenever any employee covered by this Agreement is required to serve on a petit jury during her regular working hours, the Employer agrees to pay such employee the difference between what she is paid for serving on the jury and what she would have received from the Employer in straight-time pay had said jury duty not prevented her from being at work. On any scheduled work day, the employee shall promptly report to complete any remaining hours of her scheduled work day; provided, no employee shall be required to so report for work on any day on which she 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 she 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 118.** When the Employer requests an employee to appear in court, she shall be compensated at her regular straight-time hourly rate of pay for such time.

#### **ARTICLE 41**

#### **SICK LEAVE**

**Section 119.** All employees covered by this Agreement (except for Clean-up Personnel) who, in their first anniversary year, work one thousand two hundred and

forty-eight (1,248) hours or more and who have been continuously employed by their Employer for a period of one (1) year, shall be credited with forty-eight (48) hours of sick leave with pay.

Full-time Clean-up Personnel shall be eligible for sick leave benefits.

Unused sick leave shall be cumulative, and after the first (1<sup>st</sup>) year of continuous employment, said employees shall accumulate unused sick leave at the rate of four (4) hours per month for each month of continuous employment in which they work at least ninety-six (96) hours in a four (4) week month, and one hundred twenty (120) hours in a five (5) week month, but not to exceed a maximum accumulation of six hundred (600) hours.

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 (2<sup>nd</sup>) full workday's absence for sickness or non-occupational injury, and on the first (1<sup>st</sup>) full workday's absence if the employee is hospitalized or has accumulated in excess of two hundred and forty (240) hours. The waiting period provided herein shall apply for each illness or non-occupational injury.

Sick leave shall be paid after the appropriate waiting period and will be based on the number of scheduled hours missed due to the sickness or non-occupational injury. For consecutive absences which exceed one (1) week, the maximum hours paid will be the same as the hours scheduled in the week in which the illness or non-occupational injury occurred. Sick leave pay must be requested by the employee and will be paid, if eligible as provided above, at the employee's regular classification rate, calculated at straight-time, not to exceed eight (8) hours per day until accumulated sick leave is used up or employee returns to work.

Sick leave benefits are not convertible to cash.

**Section 120.** Employees hired on or after March 6, 2005. Employees hired on or after March 6, 2005 who have completed three (3) consecutive years of employment shall accumulate sick leave credit of up to two (2) hours for each month that such employee works at least one hundred and twelve (112) hours in a four (4) week month or one hundred and forty (140) hours in a five (5) week month. Such credit shall be determined by dividing the actual hours worked for such month by one hundred and sixty (160) hours (in a four (4) week month) or two hundred (200) hours in a five (5) 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 (3<sup>rd</sup>) full workday's absence. There shall be no first (1<sup>st</sup>) or second (2<sup>nd</sup>) day sick leave for these employees.

**ARTICLE 42**  
**INJURY ON JOB**

**Section 121.** 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 43**  
**HEALTH AND WELFARE COVERAGE**

(Medical, Surgical, Hospital, Dental, Prescription, Vision and Life Insurance)

**Section 122. 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 5, 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 6, 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 five dollars (\$5.00) per week if enrolled in employee only coverage, ten dollars (\$10.00) per week if enrolled as employee plus spouse or employee plus children and fifteen dollars (\$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 a change is desired.
  - If enrolled and a change is 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 a change is desired.**

#### **Special Rules**

- **Newly eligible employees – must enroll within ninety (90) days.**
- **Current special enrollment event rules that remain in effect**

- **Newly acquired dependent** – must enroll within thirty (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 thirty (30) days (Exception: If loss of coverage is under this Plan, individual has sixty (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 sixty (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 sixty (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 nineteen (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 twenty-four (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 6, 2005 who on March 5, 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 5, 2005. Employees who were eligible for and were participating in Plan B on March 5, 2005, shall participate in Plan B until such employee has been covered under such Plan B for twenty-four (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 5, 2005, who are not eligible for coverage as of March 5, 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 6, 2005 shall, beginning the first of the month following twelve (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 thirty-six (36) months of eligibility under Plan C, such employee and their eligible dependents may enroll in Plan B for the next thirty-six (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 shall, on the first of the month following three (3) months of employment, be eligible to enroll with their eligible dependents in Plan B, and after thirty-six (36) months of eligibility under Plan B, shall be allowed to enroll with their eligible dependents in 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 Employer Health Plan. Enrolled employees who work eighty (80) hours in a four (4) week month or one hundred (100) hours in a five (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 pay.**

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 at the earliest possible date but no later than June 1, 2005 shall revise the plan of benefits to include:

- 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.
- The Plan shall adopt a fee of one hundred dollars (\$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.
- Adopt the long term funding policy contained herein.
- 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.
- 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 five dollars (\$5) per month for each employee and spouse (max ten dollars (\$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:
- Hypertension
  - High cholesterol
  - Diabetes control drugs
  - Asthma
  - Glaucoma
  - 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.

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

**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 fifteen (15) years of service and have attained age fifty (50), or be totally disabled, at the time of his termination of employment.

#### **ARTICLE 44**

#### **NON-DUPLICATION OF BENEFITS**

**Section 123.** 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 45**

#### **PENSION**

**Section 124. Employer Contributions.** Effective January 1, 2010 (December hours) for all employees covered by this Agreement, the Employer shall pay eighty nine cents (\$0.89) per hour for all hours worked at straight time (including hours worked on Sunday, vacation and holiday hours paid) into the Denver Area Meatcutters 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.

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 ten cents (\$0.10) per hour for all hours worked at straight time (including hours worked on Sunday, vacation and holiday hours paid) to fund the benefit.

#### **Funding Policy. 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 with the January 2005 contribution payment, the employers will increase the hourly contribution by fifteen cents (\$0.15) per hour from one dollar and sixteen cents (\$1.16) to one dollar and thirty-one cents (\$1.31) for employees hired before ratification.

This fifteen cents (\$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 five (5) years, the Trustees will reduce benefits such that a projected funding deficiency will not occur within any of the eight (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 sixty (60) days of the request for arbitration and the arbitrator shall render his decision within sixty (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 fifteen cents (\$0.15) 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.

#### **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 on or 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 ten cents (\$0.10) per hour;
- Normal retirement age of sixty-five (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 ten cents (\$0.10) per hour employer contribution, otherwise the benefit shall be in the amount, up to ten dollars (\$10) or fifteen dollars (\$15) per month per year of credited service as specified above, the co-actuaries agree can be provided by said funding.

**Section 125.** 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 126.** 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 127.** 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 128.** 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 129. Pension Protection Act**

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 C, the Employer shall pay the contribution rate required in the Alternate Schedule (modified only as provided herein) of one dollar and fifty one cents (\$1.51) per hour effective January 1, 2010 (on December hours) which includes the rate of eighty nine cents (\$0.89) per hour described in the Employer Contribution section above and a supplemental contribution of sixty two cents (\$0.62) 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 sixty one cents (\$1.61) 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 sixty two cents (\$0.62) 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 sixty two cents (\$0.62) 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 sixty two cents (\$0.62) 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 sixty two cents (\$0.62) per hour is the supplemental contribution under subsection (i), then the supplemental contribution under this subsection (iii) is sixty-two cents (\$0.62) times \$5M divided by \$10M, or thirty one cents (\$0.31) 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 contribution 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 C 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.

## APPENDIX C

### Denver Area Meatcutters 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 fifty one cents (\$1.51) 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 New Hire Benefits, the total contribution rate will increase to one dollar and sixty one cents (\$1.61) per hour effective with the adoption of such benefit.
- 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 Three Year Certain & Life benefit and the Five Year Certain & Life benefit);
  - Pre-Retirement Death Benefits in Excess of QPSA (including the two thousand dollars (\$2,000) lump sum return of contributions death benefit);
- 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 fifty-five (55) at his Termination date in order to be eligible.
- Reduction of future benefit accruals to thirty dollars (\$30) per month of credited service for credited service on or after January 1, 2010.
- Benefit reductions effective January 1, 2010

<b>Rehabilitation Period</b>
<b>January 1, 2010 through December 31, 2022.</b>
<b>Plan to Emerge from the Red Zone and Annual Benchmarks to Assess Progress Toward Emergence</b>
<p>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:</p> <ul style="list-style-type: none"><li>• Contribution rates in accordance with the Collective Bargaining Agreement effective for hours worked in December 2009 payable in January 2010.</li><li>• 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.</li><li>• No market related investment gains or losses from 9/30/2009 forward and no other actuarial gains or losses from 1/1/2009 forward.</li></ul>

APPENDIX C

Denver Area Meatcutters 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	\$ 20,082,000	\$ 20,219,000
12/31/2011	22,099,000	22,345,000
12/31/2012	21,184,000	21,514,000
12/31/2013	17,344,000	17,735,000
12/31/2014	12,909,000	13,340,000
12/31/2015	6,771,000	7,222,000
12/31/2016	1,174,000	1,624,000
12/31/2017	(2,294,000)	(1,865,000)
12/31/2018	(3,510,000)	(3,122,000)
12/31/2019	(2,483,000)	(2,157,000)
12/31/2020	(1,808,000)	(1,565,000)
12/31/2021	(1,329,000)	(1,190,000)
12/31/2022	51,000	65,000
12/31/2023	783,000	648,000
12/31/2024	5,395,000	5,090,000
12/31/2025	7,826,000	7,549,000
12/31/2026	12,275,000	12,019,000

ARTICLE 46

DEPENDENT LIFE INSURANCE

Section 130. Effective September 1, 1990 all employees covered by this bargaining agreement will be offered Dependent Life Insurance through the Dillon Co./City Market Life Insurance plan subject to the following conditions:

1. The employee offered Dependent Life Insurance must be an active City Market employee.

2. The Dependent Life Insurance will be offered to the bargaining unit employees who are eligible for Basic Life Insurance through Rocky Mountain UFCW Unions and Employers Health Benefits Plan.
3. The eligibility requirements to maintain the Dependent Life Insurance coverage will be identical to those eligibility requirements to maintain the Basic Life Insurance through the Rocky Mountain UFCW Unions and Employers Health Benefit Plan.
4. Any eligible employee electing to take Dependent Life Insurance agrees to self-pay the premium for such coverage through weekly payroll deduction.
5. Any employee whose employment with City Market is terminated for any reason shall have her Dependent Life Insurance cease. There is no conversion to a private pay policy for Dependent coverage.
6. Any employee electing to take Dependent Life Insurance is subject to the Dependent Life Insurance policy's conditions and agreements.

#### **ARTICLE 47**

#### **DISCHARGE AND NO DISCRIMINATION**

**Section 131.** The Employer and the Union hereby agree not to discriminate against any employee or discharge her because of membership in the Union and/or for upholding Employer or Union principles; and further, no employee who falls within the bargaining unit member of the Union shall be discharged without good and sufficient cause.

**Section 132.** The Employer and the Union agree that each will fully comply with the applicable laws and regulations regarding discrimination against any employee, or applicant for employment, because of such person's race, religion, color, national origin, sex or age. No employee who, because of her religion, has conscientious objections to working on her day of Sabbath, will be required to work on 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 133.** Use of the female gender herein shall, except as the context requires otherwise, be deemed to include the male gender.

#### **ARTICLE 48**

#### **UNION REPRESENTATIVE VISITATION**

**Section 134.** 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 Assistant Manager or the Customer Relations Manager, 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 49

### UNION STEWARD

**Section 135.** The Union shall have the right to designate one (1) steward per store who shall perform their Steward duties in such a way as not to interfere with the service of the Employer. Such Stewards shall have top seniority for the purpose of layoffs within their classification in that store. The designated representative of the Employer must be advised in writing by the Union of the name of the Steward in the store before the employee will be recognized as a Steward.

The Employer agrees to schedule stewards off, for up to three (3) days, during the week of the Union's annual Steward's Conference. The Company shall schedule the stewards as many hours as is possible during the remaining days of the week in question.

**Section 136. 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 her absence, that of a business representative.

## ARTICLE 50

### DISPUTE PROCEDURE

**Section 137.** 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 138. Step 1.** By conference during scheduled working hours between the Steward and/or the Union's Business Representative and the aggrieved employees and the Manager of the store. The Grieved employees must be present. Step 1 time limits may be waived by mutual consent of the Employer Representative and the Union's Business Representative.

**Section 139. 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 excess 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 she 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) days retroactive liability shall not be applicable to situations covered by Article 9, Section 31, paragraph 2.

**Section 140. 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 141.** 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 142.** The arbitrator shall have all the rights, power, and duties herein given, granted and imposed upon her; but her award shall not change, alter or modify any of the terms and conditions set forth in this Agreement. The expenses of the impartial arbitrator shall be shared equally by the parties. The arbitrator will issue her decision within thirty (30) calendar days after the close of the proceedings. This thirty (30) day calendar limit may be extended by mutual agreement between both parties.

**Section 143.** 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 two hundred dollars (\$200.00). Similarly, if the moving party fails to prevail in such an issue, the moving party will pay reasonable legal fees incurred up to two hundred dollars (\$200.00).

**Section 144.** If an error is made by the Employer 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 the Employer 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 51**

#### **NO STRIKE OR LOCKOUT**

**Section 145.** During the life of this Agreement, there shall be no lockout, strike, picketing, boycotting or stoppage of work.

No employee will be discharged or threatened for refusing to cross or work behind any primary picket line established by any labor organization at the Employer's premises, nor shall the Union be deemed to be in violation of this Agreement if its members choose to honor any such picket line.

It is understood that it shall be a violation of this Agreement for the Union or its agents to require its members to observe picket lines set up by any labor organization at the premises of the Employer.

#### **ARTICLE 52**

#### **STORE CLOSING**

**Section 146. Severance Pay Upon Termination When Store is Sold or Closed.** In the event the employer closes or sells a store and employees are terminated as a result thereof, pay equal to one (1) week's pay for each year of continuous service commencing with the third (3<sup>rd</sup>) 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 (25) percent of a week's pay.

3-6 months equals fifty (50) percent of a week's pay.

6-9 months equals seventy-five (75) percent of a week's pay.

Over 9 months equals one (1) 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 lay-off or termination.

**Section 147.** 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 148.** All monies due employees, including severance pay, shall be paid in a lump sum upon termination.

**Section 149.** An employee who is terminated and who is eligible for severance pay, and accepts severance pay, forfeits her 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 she has not been recalled, she will be paid severance pay and forfeit her seniority. Any extensions of this ninety (90) days 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 150.** If an employee is offered a transfer or other employment with the Employer within forty (40) miles of the store in which she was last working and she refuses to accept the transfer or other employment with the Employer she forfeits her rights to severance pay and pensions and health and welfare contributions.

**Section 151.** 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 152.** The Employer agrees to give to the employees and the Union four (4) 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 her rights under this Article, unless mutually agreed to by the employee, employer and Union.

**Section 153.** 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 154.** 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 53**  
**BULLETIN BOARD**

**Section 155.** The Employer agrees to furnish a bulletin board for the use of the Union within each store. Material placed upon the bulletin board shall be restricted to the following types of notices:

- a. Notices of Union recreational and social affairs.
- b. Notices of Union elections, Union appointments, and the results of Union elections.
- c. Notice of Union meetings.

The bulletin board is not to be used by the Union or its members for disseminating propaganda of any kind whatsoever, and among other things, it shall not be used for the posting of material of a political or controversial nature or for advertising purposes. Any document placed on the bulletin board must be signed by an officer or official representative of the Union.

**ARTICLE 54**  
**UNION STORE CARDS**

**Section 156.** 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 55**  
**LIE DETECTOR TESTS**

**Section 157.** The Employer shall not require any employee to submit to a polygraph examination.

**ARTICLE 56**  
**UNIFORMS/EQUIPMENT**

**Section 158.** The Employer has the sole discretion to establish dress requirements for employees. The Employer will provide any required articles of clothing that are not ordinary street wear and will provide laundry services for such Company issued articles of clothing except for laundering of drip-dry garments. In addition, the Employer has the right to continue its current grooming policy and make reasonable modifications thereto. The employee agrees to exercise care in the use of Company property and equipment.

**ARTICLE 57**  
**SAVING CLAUSE**

**Section 159.** 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 the said laws, rules or regulations shall continue in full force and effect.

**Section 160.** 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 58**  
**TECHNOLOGICAL CHANGES**

**Section 161.** 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 162.** 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 Clean-up Personnel, 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 59**

### **ENTIRE AGREEMENT**

**Section 163.** 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 60**

### **TERM OF AGREEMENT**

**Section 164.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make

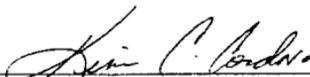
demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the employer and the 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 they negotiated or signed this Agreement.

**Section 165.** This Agreement shall be in full force and effect from the **thirty first (31<sup>st</sup>)** day of **May, 2009** and shall remain in full force and effect until midnight the **fifth (5<sup>th</sup>)** day of **October, 2013** and shall automatically be renewed from year to year thereafter unless either party gives notice it desires to change or terminate the Agreement at its expiration. In such event, the party desiring such change or termination shall notify the other party in writing at least sixty (60) days prior to the expiration date.

IN WITNESS WHEREOF, the Parties above named have signed their names and/or affixed the signature of their authorized representative this 19<sup>th</sup> day of November 2010.

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

CITY MARKET

By:   
Kim C. Cordova  
President

By:   
Stephen J. DiCroce  
Sr. Director - Labor Relations

Date: 11-29-10

Date: 11/19/10

## **Grand Junction, Fruita and Clifton (Deli Only) Meat Bargaining Units:**

### **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 6, 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 6, 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 5, 2005 shall be assigned to the "**EMPLOYEES HIRED INTO THE BARGAINING UNIT OR ASSIGNED OR PROMOTED ON OR AFTER MARCH 6, 2005**" wage scale. Employees who are promoted to a different classification after March 5, 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 one thousand forty (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.

**CITY MARKET**

**APPENDIX "B" MEAT RATES**

**GRAND JUNCTION AND FRUITA MEAT AND CLIFTON (DELI ONLY)**

**EMPLOYEES HIRED AND ASSIGNED IN THE BARGAINING UNIT PRIOR TO MARCH 6, 2005**

Page 1 of 4

	<b>EFFECTIVE 09/09/07</b>	<b>EFFECTIVE 12/20/09</b>	<b>EFFECTIVE 10/03/10</b>	<b>EFFECTIVE 10/02/11</b>	<b>EFFECTIVE 09/30/12</b>
<b>MEAT CUTTERS</b>					
FIRST 1040 HOURS	\$10.35	\$10.35	\$10.35	\$10.35	\$10.35
SECOND 1040 HOURS	\$11.10	\$11.10	\$11.10	\$11.10	\$11.10
THIRD 1040 HOURS	\$11.85	\$11.85	\$11.85	\$11.85	\$11.85
FOURTH 1040 HOURS	\$12.68	\$12.68	\$12.68	\$12.68	\$12.68
FIFTH 1040 HOURS	\$13.44	\$13.44	\$13.44	\$13.44	\$13.44
SIXTH 1040 HOURS	\$14.27	\$14.27	\$14.27	\$14.27	\$14.27
JOURNEYMAN	\$16.46	\$16.76	\$17.01	\$17.26	\$17.51
<b>MEAT WRAPPER</b>					
FIRST 1040 HOURS	\$7.05	\$7.28	\$7.28	\$7.28	\$7.28
SECOND 1040 HOURS	\$8.38	\$8.38	\$8.38	\$8.38	\$8.38
THIRD 1040 HOURS	\$9.64	\$9.64	\$9.64	\$9.64	\$9.64
FOURTH 1040 HOURS	\$10.96	\$10.96	\$10.96	\$10.96	\$10.96
FIFTH 1040 HOURS	\$11.79	\$11.79	\$11.79	\$11.79	\$11.79
THEREAFTER	\$13.45	\$13.75	\$14.00	\$14.25	\$14.50
<b>DELI/SEAFOOD CLERK</b>					
FIRST 1040 HOURS	\$6.45	\$7.28	\$7.28	\$7.28	\$7.28
SECOND 1040 HOURS	\$7.61	\$7.61	\$7.61	\$7.61	\$7.61
THIRD 1040 HOURS	\$8.85	\$8.85	\$8.85	\$8.85	\$8.85
FOURTH 1040 HOURS	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
THEREAFTER	\$12.34	\$12.64	\$12.89	\$13.14	\$13.39
<b>DELI/SEAFOOD HEAD CLERK*</b>	\$13.49	\$13.79	\$14.04	\$14.29	\$14.54
<b>GRANDFATHERED FIRST CUTTER*</b>	\$17.27	\$17.57	\$17.82	\$18.07	\$18.32
<b>MEAT CLEAN-UP</b>					
FIRST 520 HOURS OF WORK	\$6.25	\$7.28	\$7.28	\$7.28	\$7.28
SECOND 520 HOURS OF WORK	\$6.52	\$7.38	\$7.38	\$7.38	\$7.38
THEREAFTER	\$7.39	\$7.69	\$7.94	\$8.19	\$8.44

**EMPLOYEES HIRED INTO THE BARGAINING UNIT OR ASSIGNED OR  
PROMOTED ON OR AFTER MARCH 6, 2005**

Page 2 of 4

	EFFECTIVE 09/09/07	EFFECTIVE 12/20/09	EFFECTIVE 10/03/10	EFFECTIVE 10/02/11	EFFECTIVE 09/30/12
<b>MEAT CUTTERS</b>					
1st 1040 hours worked	\$9.72	\$9.72	\$9.72	\$9.72	\$9.72
Next 1040 hours worked	\$10.53	\$10.53	\$10.53	\$10.53	\$10.53
Next 1040 hours worked	\$11.34	\$11.34	\$11.34	\$11.34	\$11.34
Next 1040 hours worked	\$12.15	\$12.15	\$12.15	\$12.15	\$12.15
Next 1040 hours worked	\$12.96	\$12.96	\$12.96	\$12.96	\$12.96
Next 1040 hours worked	\$13.77	\$13.77	\$13.77	\$13.77	\$13.77
Next 1040 hours worked	\$14.58	\$14.58	\$14.58	\$14.58	\$14.58
Next 520 hours worked	\$15.39	\$15.39	\$15.39	\$15.39	\$15.39
Thereafter	\$16.46	\$16.76	\$17.01	\$17.26	\$17.51
<b>MEAT WRAPPER</b>					
1st 1040 hours worked	\$7.05	\$7.28	\$7.28	\$7.28	\$7.28
Next 1040 hours worked	\$7.61	\$7.61	\$7.61	\$7.61	\$7.61
Next 1040 hours worked	\$7.88	\$7.88	\$7.88	\$7.88	\$7.88
Next 1040 hours worked	\$8.38	\$8.38	\$8.38	\$8.38	\$8.38
Next 1040 hours worked	\$8.85	\$8.85	\$8.85	\$8.85	\$8.85
Next 1040 hours worked	\$9.64	\$9.64	\$9.64	\$9.64	\$9.64
Next 1040 hours worked	\$10.96	\$10.96	\$10.96	\$10.96	\$10.96
Next 520 hours worked	\$11.79	\$11.79	\$11.79	\$11.79	\$11.79
Thereafter	\$13.45	\$13.75	\$14.00	\$14.25	\$14.50
<b>DELI/SEAFOOD CLERK</b>					
1st 2080 hours worked	\$6.45	\$7.28	\$7.28	\$7.28	\$7.28
Next 1040 hours worked	\$7.22				
Next 1040 hours worked	\$7.44	\$7.44	\$7.44	\$7.44	\$7.44
Next 1040 hours worked	\$7.61	\$7.61	\$7.61	\$7.61	\$7.61
Next 1040 hours worked	\$7.88	\$7.88	\$7.88	\$7.88	\$7.88
Next 1040 hours worked	\$8.11	\$8.11	\$8.11	\$8.11	\$8.11
Next 1040 hours worked	\$8.85	\$8.85	\$8.85	\$8.85	\$8.85
Next 520 hours worked	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
Thereafter	\$12.34	\$12.64	\$12.89	\$13.14	\$13.39
<b>CHEESE STEWARD</b>		\$13.79	\$14.04	\$14.29	\$14.54
<b>SNACK BAR/MEAT CLEAN-UP</b>					
FIRST 520 HOURS OF WORK	\$6.90	\$7.28	\$7.28	\$7.28	\$7.28
SECOND 520 HOURS OF WORK	\$7.38	\$7.38	\$7.38	\$7.38	\$7.38
THEREAFTER	\$8.24	\$8.54	\$8.79	\$9.04	\$9.29

\*When designated by the Employer

## **APPENDIX B**

Page 3 of 4

### **Section B-1.**

If, in the opinion of management (management means higher than the Head Meat Cutter) an apprentice is fully qualified to perform the duties of a Journeyman Meat Cutter prior to two and one-half (2 1/2) years of service with a minimum of five thousand two hundred (5,200) hours of actual work experience on the job, the Employer may advance such apprentice to the duties and pay of a Journeyman Meat Cutter.

When apprentices have worked two and one-half (2 1/2) years, and the equivalent hours as set forth above, they automatically become Journeymen and shall be paid as such.

During an apprentice's two and one-half (2 1/2) year training period, he shall be assigned from time to time to all jobs normally done in the particular market.

One (1) apprentice shall be allowed to every two (2) Journeymen or a fraction thereof in each market, and one (1) additional apprentice to every two (2) additional Journeymen in said market. This limitation on apprentices may be relaxed during the emergency periods when the Union is unable to furnish qualified Journeymen to the employer.

### **Section B-2.**

The salary of superannuated members of the Union to be employed by the Employer shall be decided upon between the Employer, the superannuated employee and a representative of the Union.

### **Section B-3.**

The work allotted to employees falling in the classification of "wrappers" shall be strictly confined to repackaging, traying, wrapping, weighing, pricing and tagging the packages and cleanup work in this particular department as well as cleaning cases and pans, traying of rewraps, ordering of merchandise, receiving, checking and putting away loads. Wrappers may also be required to stock and rotate cases with fresh meat, cooked and smoked meat and frozen food. Nothing herein shall be construed to limit "wrappers" from giving service to customers.

### **Section B-4.**

Meat Wrappers may use the tools of the trade, except the bandsaw, to perform work in response to a specific customer request.

## **APPENDIX B**

Page 4 of 4

### **Section B-5.**

Employees assigned as "Cleanup Personnel" shall clean all work areas of the meat and delicatessen departments, including walls, freezer, walk-in box, hold box, cutting room and wrapping area, as well as cleaning blocks, meat and delicatessen cases and disassembled power tools and equipment.

Clean up personnel shall not disassemble or reassemble power tools or equipment, nor handle meat or delicatessen products in display cases.

If a cleanup employee is found to be doing any work other than set forth above, all hours so spent shall be paid for at the starting apprentice rate.

The Employer retains the right to schedule such employees for a minimum for two (2) hours per day.

### **Section B-6.**

A Head Delicatessen/Seafood Clerk who is being demoted (voluntarily or involuntarily) shall have the option of accepting a Delicatessen/Seafood Clerk position, or in the case where the Head Delicatessen/Seafood Clerk previously was a Journeyman Meat Cutter for that employer, may return to the Meat Department to preserve her rate of pay. A Journeyman Meat Cutter shall not be forced to accept a Head Delicatessen/Seafood Clerk Position which pays a lesser hourly rate of pay than the Journeyman Meat Cutter Rate.

The work allotted to employees falling in the classification of "Deli/Seafood Employee" shall be strictly confined to packaging, preparing, selling and pricing all items offered for sale in Deli, Seafood, and Specialty Meats. Such work shall also include use of tools of the trade and such clean up and other work associated with the practical operation of the department.

### **Section B-7.**

Delicatessen/Seafood Clerks will be considered as a separate group for the purpose of applying the Seniority provisions of Article 30.

**RATIFICATION BONUS:** Effective not later than December 27, 2009, all employees who have been continuously employed for one (1) consecutive year, to December 17, 2009, shall receive a gift card (net of taxes) equal to one thousand dollars (\$1,000) for top rate FT employees, five hundred dollars (\$500) for top rate PT employees, four hundred dollars (\$400) for employees in wage progression and one hundred fifty dollars (\$150) for Courtesy Clerks.

**LETTERS OF AGREEMENT**

The Letters of Agreement which are carried over into the new May 31, 2009 through October 5, 2013 Agreement, are as follows; all others are deemed null and void:

1. Layoffs /Reduction in Hours and No Restrictions in Utilizing Product
2. Head Meat Cutters and Head Deli/Seafood Clerks
3. Employee Buyout (dated May 1, 2006)

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

CITY MARKET

By: 

Kim C. Cordova  
President

By: 

Stephen J. DiCroce  
Sr. Director - Labor Relations

Date: 11-24-10

Date: 11/19/10

**Letter of Agreement  
between  
City Market  
and  
UFCW Local 7  
(Grand Junction Meat)**

Due to the changes in the collective bargaining agreement just negotiated between the above named parties, the Employer is not restricted in utilizing product which has been cut, prepared, processed, packaged, weighed and/or priced off the Employer's premises. As a result, the Employer agrees that no First Cutter, Journeyman Meat Cutter or Apprentice Meat Cutter hired on or before August 3, 1996 shall be laid off or reduced in scheduled hours. The Employer shall have the right to transfer and/or schedule meat cutters in more than one (1) store within the bargaining unit as may be necessary to fulfill this obligation, except that the Employer shall not schedule such employees for split shifts. Nothing herein would prohibit the layoff of a First Cutter, Journeyman Meat Cutter or Apprentice Meat Cutter under the provisions of Section 100 the collective bargaining agreement.

The Employer shall continue to have the right to lay off employees in accordance with the provisions of the collective bargaining agreement, provided that the layoff of any Meat Wrapper or Deli/Seafood Clerk hired on or before August 3, 1996, is for reasons other than the Employer utilizing product which has been cut, prepared, processed, packaged, weighed, and/or priced off the Employer's premises.

It is understood and agreed that in meeting the job guarantees contained herein the Employer shall have the right to assign any higher classified employee to perform work in a lower classification.

In the event of a store closure resulting in the layoff of any First Cutter, Journeyman Meat Cutter, Apprentice Meat Cutter or Meat Wrapper, such affected employee(s) shall be permitted to exercise her seniority to displace the least senior Meat Cutter or Meat Wrapper in the bargaining unit as provided herein. Such least senior Meat Cutter or Meat Wrapper affected by the exercise of the most senior Meat Cutter's or Meat Wrapper's seniority shall be laid off. It is understood that in applying this provision Meat Cutters may displace only Meat Cutters and Meat Wrappers may displace only Meat Wrappers.

IN WITNESS WHEREOF, the parties above named affix their names and the signatures of their authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_ 2001.

For UFCW, Local 7

For City Market

\_\_\_\_\_  
(Original signed by John R. Mathewson)

\_\_\_\_\_  
(Original signed by Milton A. Christensen)

**Letter Of Agreement  
between  
City Market  
and  
UFCW Local 7  
(Grand Junction Meat)**

The above named parties hereby agree that employees classified as Head Meat Cutters and Head Deli/Seafood Clerk (Deli Manager) as of August 3, 1996 shall have the choice to stay in such position or take a non-bargaining unit department manager position. If such employee takes the non-bargaining unit department manager position, she shall not have the right to return to Head Meat Cutter or Head Deli/Seafood Clerk (Deli Manager). Employees remaining as bargaining unit Head Meat Cutter or Head Deli/Seafood Clerk (Deli Manager) shall:

1. Be subject to the collective bargaining agreement.
2. Be covered by the Letters of Agreement dealing with the deletion of restrictions to utilization of products processed out of the store.
3. Be paid the following hourly rate of pay:

	<u>EFF</u> <u>10/3/99</u>	<u>EFF</u> <u>10/1/00</u>	<u>EFF</u> <u>10/7/01</u>	<u>EFF</u> <u>10/6/02</u>	<u>EFF</u> <u>10/5/03</u>
MT12	\$15.73	\$16.03	\$16.33	\$16.63	\$16.93
DS 12	\$13.14	\$13.41	\$13.68	\$13.95	\$14.22

As bargaining unit Head Meat Cutters or Head Deli/Seafood Clerk (Deli Manager) exit their position, their classification will not be replaced within the bargaining unit.

IN WITNESS WHEREOF, the parties above named affix their names and the signatures of their authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

For UFCW, Local 7

For City Market

\_\_\_\_\_  
(Original signed by John R. Mathewson)

\_\_\_\_\_  
(Original signed by Milton A. Christensen)

## Letter of Agreement

### 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.

Program not subject to Grievance and Arbitration Procedure

UNDERSTOOD AND AGREED TO THIS \_\_\_\_\_ Day of \_\_\_\_\_, 2006.

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City Market

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UFCW Local 7

(Original signed by Stephen J DiCroce and Kevin R. Schneider on May 1, 2006)

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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
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
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July 2013						
S	M	T	W	T	F	S
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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
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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	

## **MEDICAL CLAIMS**

**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. 56<sup>th</sup> 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 1327

5511 W. 56<sup>th</sup> AVENUE, #250

ARVADA, CO 80001-1327

PHONE: 303-430-9476

## 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.

## 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.