

K#9320

AGREEMENT

Between

**SMITH'S FOOD & DRUG CENTERS INC.
Riverton, Wyoming**



2010 – 2014 CONTRACT

and

**UNITED FOOD AND
COMMERCIAL WORKERS,
LOCAL NO. 7**

Chartered by the

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

THE OFFICES OF LOCAL 7 ARE LOCATED IN THE

UFCW BUILDING
7760 West 38th Avenue, Suite 400
Wheat Ridge, Colorado
80033-9982
Telephone – 303-425-0897
Toll Free - 1-800-854-7054
Website: www.ufcw7.org

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

**SMITH'S FOOD & DRUG CENTERS INC.
(Riverton, Wyoming)**

and

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

Chartered by the

**UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION**

TERM: March 28, 2010 through July 26, 2014

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SMITH'S FOOD & DRUG CENTERS INC.

(Riverton, Wyoming)

and

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

Chartered by the

**UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION**

THIS AGREEMENT is made by and between Smith's Food & Drug Centers Inc., hereinafter called the "Employer", and the United Food and Commercial Workers, Local 7 Denver Colorado chartered by the United Food and Commercial Workers International Union, hereinafter referred to as the "UNION".

WITNESSETH, that for and in consideration of the mutual promises and conditions hereinafter set forth, and in order to assure and secure the benefits intended to be derived by the employees and the employer under these Articles of Agreement herein, it is expressly understood and agreed as follows:

**ARTICLE 1
RECOGNITION**

A. The employer recognizes Local 7 as the sole collective bargaining agent for all full-time and regular part-time employees employed in the meat department and wall-deli at the Employer's store located at 1200 West Main, Riverton, Wyoming, including the meat Department Manager; BUT EXCLUDING all other employees and guards as defined in the National Labor Relations Act.

B. Nothing contained in this Agreement shall be construed as to require membership or non-membership in the union as a condition of employment or continuation of employment.

Neither the employer nor the Union shall coerce, intimidate, or discriminate against any employee because of membership or non-membership in the Union.

C. No employer shall require any person covered by this Agreement to abstain or refrain from membership or non-membership in the Union.

D. It is further agreed that neither party shall intimidate or coerce any employee or prospective employee with a view toward accomplishing membership or non-membership in

Local #7's rights of soliciting in a peaceful, orderly manner, membership in said Local shall remain inviolate.

E. All reference to employees in this contract is intended and shall include both male and female gender in all provisions.

ARTICLE 2 JURISDICTION

A. This contract shall cover, and the Union which is a Party hereto shall have jurisdiction over, all employees as defined by the National Labor Relations Act who are engaged on the premises in receiving, handling, cutting, selling, processing, wrapping, or displaying of meat, poultry, sausage, or fish, fresh, frozen, chilled or smoked.

B. All work in the market must be performed by a member of the bargaining unit. It is further agreed that there shall be an Apprentice Meatcutter with (1) year or more experience or a Journeyman Meatcutter on duty all hours the market is in operation and when meat or meat products, listed in paragraph A, above of the contract are offered for sale. On Sundays and holidays, however, there shall be an Apprentice Meatcutter with (1) year or more experience or a Journeyman scheduled for not less than an (8) hours shift if the store is open for business. This paragraph is not intended to restrict the ability of Store Managers, Assistant Managers, and Field Merchandisers to perform all duties in the store.

C. It is understood that the cutting of all retail cuts of fresh meat offered for sale will continue to be performed in the market.

D. It is understood that nothing herein will prevent the company from bringing in pre-cut meats, provided no employees may be laid off or have their hours reduced as a direct result of the operation of this provision.

ARTICLE 3 CHECK OFF

The company will, after receipt of voluntary assignment, and until lawfully revoked in writing by the employee, deduct from the wages due for the first (1st) pay period ending after the fifth (5th) of each month and turn over to the Secretary-Treasurer of Local Union #7 regular weekly dues.

ARTICLE 4 HOLIDAYS

A. The following days shall be observed as Holidays for all employees hired on or before August 20, 2005:

New Year's Day, Memorial Day, Independence Day, Labor Day, two personal holidays, Thanksgiving Day, and Christmas Day. All work performed on a holiday must be paid for at

time and one-quarter (1-1/4) the regular straight-time hourly rate of pay in addition to holiday pay. All work performed on the above holidays shall be on a volunteer basis. Employees shall not be required to work, except, in the event there are insufficient volunteers available, reverse seniority scheduling will apply within the classification.

All employees hired on or after August 21, 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. All work performed on these designated holidays must be paid a holiday premium of \$1.00 per hour for each hour worked. After two years of service, employees hired on or after August 21, 2005 shall be entitled to one (1) personal holiday, two (2) personal holidays after three (3) years of service and three (3) personal holidays after four (4) years of service, which 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.

B. To be eligible for personal holidays during each calendar year, an employee must be on the payroll as of January 1 of each year. Such holidays must be taken during the respective calendar year. An employee whose employment terminates prior to having taken his personal holiday or who fails to take his personal holiday in the calendar year shall not be entitled to holiday pay. In the event an employee fails to schedule his personal holiday by October 1 of the calendar year, the Employer will select a date and schedule such employee for his remaining personal holidays for that year. Further, personal holidays shall be granted by seniority and classification.

C. The calendar week in which a holiday falls shall be termed a holiday week, for the purpose of computing overtime, the holiday weeks shall consist of forty (40) straight-time working hours, not including the holiday. All hours worked over forty (40) hours shall be paid for at the rate of time and one-half (1 ½) the employee's regular straight-time hourly rate of pay.

D. If one (1) or more holidays occur during an employee's vacation period, they shall be granted either an additional day off with pay or the scheduled holiday pay, at the employee's option. Holiday pay and vacation pay, both, will be paid in the same week unless the employee requests in writing, the option available in this paragraph.

E. Holidays falling on Sunday will be observed the following Monday, except for Christmas and New Year's Day, which shall always be observed on December 25th and January 1st respectively.

F. No employee will be required to work after 7:00 PM on Christmas Eve or 8:00 PM, New Year's Eve.

G. To receive holiday pay, an employee must work their last scheduled day before the holiday, the holiday if scheduled, and their first (1st) scheduled work day following the holiday and perform work during the work week in which the holiday occurs. Except for illness, injury

or time off on paid vacation, the employee must have worked during the holiday week to be eligible for holiday pay.

H. Full-time status employees shall receive eight (8) hours pay for a holiday.

I. Holiday pay for regular part-time employees shall be prorated on the basis of the average hours in the two (2) weeks preceding the holiday week as shown on the following schedule:

<u>Hours Worked/Week</u>	<u>Holiday Pay</u>
20 to 23 hours	4 hours
24 to 27 hours	5 hours
28 to 31 hours	6 hours
32 to 35 hours	7 hours
36 and over	8 hours

ARTICLE 5 SENIORITY

A. The Employer agrees to make layoffs and recalls within classifications on the basis of seniority, where qualifications are reasonably equal, seniority shall prevail.

B. Whenever an opening occurs, the Company shall post the job within the store for a three (3) day period.

An employee who transfers from one Bargaining Unit classification to another shall maintain his/her current rate of pay, unless such rate of pay is higher than the Journeyman rate for the classification into which the employee is transferring, in which case, the employee will be paid at such lower Journeyman rate.

If an employee transfers from one bargaining unit position to another, the Employer and the Union will confer and attempt to agree on the number of hours that the employee will be credited with for purposes of being placed within a step in Appendix "A". The parties will base such decision on the employee's past experience and performance. If the parties are unable to agree, then the issue will be referred to arbitration under Article XXIII.B.

C. Demotion for just Cause. No employee shall be demoted for disciplinary reasons from a higher classification without just cause.

If a member of the bargaining unit classified as Meat manager, Deli manager or Seafood supervisor, is demoted, voluntarily or involuntarily, and has been employed in the bargaining unit for a minimum of one continuous year prior to the demotion, the employee shall be returned to the classification and status, full-time or part-time, when first promoted to the bargaining unit position of Deli manager or above. In returning the employee to a bargaining unit previously held, the least senior employee in the classification and status may be bumped as a result.

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

D. Layoffs. When a reduction in the work force is necessary, as opposed to a reduction in hours, the following procedure shall be used:

E. Layoff will begin in the classification to be affected in reverse seniority order and subject to recall rights set forth elsewhere in this Article.

F. If qualified, the affected employee may displace the least senior employee in a lower classification and maintain recall rights to the classification vacated as set forth elsewhere in this article.

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

H. Accepting the layoff. 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. 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.

I. Employees Accepting layoff. An employee accepting a layoff, rather than accepting a job in a lower classification, may inform the Employer in writing at the time of the layoff of his desire to be recalled to a lower classification and such notification shall be honored when a vacancy occurs. The notice shall specify the lower classification to which the employee desires recall. It is understood that any employee on layoff from the classification to where the vacancy occurs shall have preferential rights to such vacancy.

J. Available Hours. A part-time employee may claim scheduled shifts calling for more hours up to and including eight (8) hours per day and forty (40) hours per week based on the employee's seniority over other part-time employees within the affected classification.

K. The employee shall make his claim in writing to the Store management within twenty-four (24) hours after the posting of the schedule, or such claim shall be waived. The employee whose hours have been claimed then assumes the hours of the claiming employee.

L. No claim can be made unless both parties to the claim are available and have the present skill and ability to perform the type of work being done.

M. Grievances pertaining to the application of shift claims shall be filed in writing with the Store management within forty-eight (48) hours of the posting of the schedule. Grievances not filed within this time limit shall be deemed null and void for the week that was scheduled, or any prior week.

N. Employees shall not be allowed to claim unscheduled overtime hours under this provision.

O. A senior employee cannot claim a less senior employee's hours if such claim will result in the less senior employee working fewer than twenty (20) hours in a work week, except that an employee's hours may be claimed down to zero. Employees' schedules cannot be reduced between zero (0) and twenty (20) hours per week. It is expressly understood and agreed that employee can be laid off by this procedure.

P. Employee Training. An employee may request in writing to be trained in a job function within his job classification, for which the employer feels the employee is not currently qualified. After the request is made, the Employer may train at any time, provided the training must be given when the lack of training affects the ability of the employee to maximize hours.

Q. Nothing herein shall be construed as a guarantee of daily or weekly hours of work.

R. Seniority shall terminate for any of the following reasons:

1. Voluntarily quitting
2. Overstaying a granted leave of absence or vacation.
3. Failure to report for work upon recall after a layoff within four (4) working days after notification by registered letter or phone to the last address furnished in writing by the employee to the employer.
4. Discharge for just cause.
5. Continuous layoff for a period of nine (9) months.

S. Reduction of Hours. When it is necessary to reduce hours in the store, part-time employees performing the job duties affected shall be reduced initially. If all part-time employees in the affected classification have been reduced to twenty (20) hours, the least senior full-time employee in the affected classification in the store must have his hours reduced to twenty (20) before the hours of any other full-time employee in the affected classification are reduced.

T. Additional Hours. When hours which are on the posted schedule become available due to absenteeism of the scheduled employee(s) and the employer elects to replace some or all of the vacated hours, or when it is necessary to assign hours of work not on the posted schedule, the Employer will first offer, by seniority, to increase the hours of employee(s) already on the schedule for that day, provided the employees are qualified and no overtime pay results from such replacement hours. If hours are still needed, the store's more senior employee(s) who have indicated in writing their desire for additional hours, who are not scheduled or working that day, shall be called and offered, by seniority, the necessary replacement hours, provided such

employee has the ability to perform the required work and provided the employee(s) can be contacted at the time the phone call is made and provided no overtime pay results from such replacement hours.

U. **Unscheduled Overtime Hours.** Daily overtime not previously scheduled shall be offered in seniority order within the department, the classification and the store, to the employees present when the need for overtime arises.

Nothing herein shall be construed to require the scheduling of overtime when another employee's scheduled hours can be extended or part-time employees may be called in without overtime penalty. Hours unclaimed under this procedure may be assigned in reverse order of seniority among those employees within the department within the classification within the store present when the need of overtime arises.

V. When the Employer cannot fulfill its schedule needs from within the Bargaining Unit due to employees being on vacation or leave of absence, and employer elects to use persons from outside the bargaining unit on a temporary basis, that person can only be used up to sixty (60) days.

W. Each week, the Employer will alternate the schedules within a classification within each store after 6:00 p.m., and alternate on a weekly basis so that such work may be evenly divided as far as it may be practical. It is understood that the first (1st) cutter will be included with meat cutters in this rotation, however, the first (1st) cutter will work early on the market manager's day off. The above shall not apply to employees who, of their own volition, want to work the hours after 6:00 p.m. Sunday scheduling shall be on a voluntary basis. Should the employer be unable to obtain enough volunteers, employees in the reverse order of seniority within the job assignment shall be required to work.

ARTICLE 6 HIRE AND DISCHARGE

A. In order for the employer to have ample time within which to properly evaluate the performance of an employee, it is hereby agreed that the Employer has forty-five (45) days after the initial date of employment within which to evaluate the employee. Within said forty-five (45) day period, the Employer may terminate the employee without recourse.

B. The employees shall not be discriminated against because of their Union membership, for their service on committees, or for legitimate Union activities. Further no employee shall be disciplined without just cause.

C. **DRUG TESTING:** The employer may continue its drug and alcohol testing program currently in place. It is specifically agreed that refusal to take the drug test in accordance with the policy is subject to discipline which may include termination.

D. The parties will comply with all applicable laws and regulations regarding discrimination against any employee or applicant for employment because of disability, race, creed, color, national origin, sex or age.

E. Affirmative action is to be governed by Federal and/or State law.

ARTICLE 7 VISITATION

A. It is agreed that the accredited representative of the Union shall be admitted during working hours to any place of business of the employer, to investigate the standing of the employees, and said representative shall have the right to confer with the employees during working hours, as long as he does not cause any employee on duty to neglect his work, and after having first received permission from the Store Manager. In the event a Business Agent needs to visit the store during hours the store is closed, prior arrangements will be made with the Store Director before the store closes.

B. The authorized Union representative of Local #7 shall have the right to inspect the evidence of pay of said Employer to determine if the employee is receiving the proper pay at any time a question arises over such matter.

ARTICLE 8 UNION SHOP CARD

A. The Union Shop Card is the property of the Union, and is loaned or displayed to Employers who sign and abide by this Agreement. The Employer agrees to display the Union Shop Card in a conspicuous place. The shop Card may be removed from any market by an authorized Union Representative of Local #7 for any refusal of the Employer to comply with the final decision of an Arbitrator, reached under the terms of the Grievance and Arbitration provisions of this Agreement.

B. Local #7 further agrees to use its influence with organized labor and its friends to patronize only places that display the Union Shop Card.

C. The Company will provide a bulletin board in the meat department for Union material only.

ARTICLE 9 UNIFORMS

All uniforms and/or linen such as specific types of smocks or aprons required by the employer to be worn in the market by the employee shall be furnished by the Employer and laundered without cost to the employee and shall remain the property of the Employer. This paragraph shall not apply to the hand laundering of permanent-press garments. The Employer shall use its best efforts to arrange for a discount of required clothing.

**ARTICLE 10
APPRENTICES**

One (1) Apprentice will be allowed for the first (1st) Journeyman in each market and then one (1) apprentice for each additional three (3) Journeyman, and no Apprentice shall be allowed to manage any retail market.

Nothing herein shall be construed to limit the use of Apprentices hired when qualified Journeymen are not available in the geographic area covered by this Agreement. Before hiring an apprentice in a store where the ratio would be exceeded, the Employer shall notify the Union of the need for a qualified Journeyman.

**ARTICLE 11
VACATIONS**

A. Any employee who has been steadily employed by the Employer for one (1) year shall receive one (1) full week's vacation with pay; and further, all employees in the service of the employer for two (2) years shall receive two (2) full weeks' vacation with pay each year. All employees in the service of the employer for seven (7) consecutive years shall receive three (3) full weeks' vacation with pay each year. All employees in the service of the Employer for thirteen (13) consecutive years shall receive four (4) full weeks' vacation with pay each year. All employees in the service of the Employer for twenty (20) consecutive years shall receive five (5) full weeks' vacation with pay each year. In the event a holiday occurs in the vacation period of an employee, the employee will receive an extra day off at a mutually agreeable time, or pay in lieu thereof.

All regular full-time employees, and all part-time employees, who were hired on or after August 21, 2005 and who have worked one thousand forty (1,040) or more hours in their anniversary year, covered by this agreement, shall receive one (1) week's paid vacation after one (1) year's service, two (2) weeks paid vacation after three (3) years service, three (3) weeks paid vacation after eight (8) years continuous service. In the event a holiday occurs in the vacation period of an employee, the employee will receive an extra day off at a mutually agreeable time, or pay in lieu thereof.

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

C. If an employee eligible for vacation is dismissed for drunkenness, or dishonesty, he or she shall not be eligible for vacation pay.

D. Any Employer who maintains a regular part-time employee (employees working twenty (20) hours or more per week and less than forty (40) hours per week) shall receive pro rated

vacation with pay based on the average hours worked per week for the year, based on the same years of service as Section A. above.

E. In the case of three (3) week or four (4) week or five (5) week vacation periods provided above, the first two (2) weeks may be consecutive. The third, fourth and fifth weeks shall be taken as mutually agreed upon between the Employer and the employee. The Employer will not change the employee's vacation schedule without four (4) weeks; advance notice.

F. Time spent on leave of absences of any sort shall be counted for purposes of computing vacation pay.

G. Vacation pay shall be paid prior to leaving on vacation if qualified for a vacation and if the employee requests vacation pay two (2) weeks prior to leaving on vacation; or at the option of the Employer, vacation pay due an employee may be paid on the employee's anniversary date.

ARTICLE 12 HEALTH AND WELFARE COVERAGE

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

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

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

Employees hired on or before March 26, 2005

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

Employees hired on or after March 27, 2005

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

Employee Co-Premiums: Employees who are eligible to participate and enroll in the Health Plan shall as a condition of such participation make a monthly co-premium payment equal to 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 90 days.
- Current special enrollment event rules that remain in effect
- Newly acquired dependent – must enroll within 30 days. The effective date of coverage will be:
 - Marriage – the date of marriage.
 - Birth of a dependent – the date of birth.
 - Adoption or Placement for Adoption of Dependent – date of adoption or placement for adoption.
 - Employee or dependent lose coverage under another plan – must enroll within 30 days (Exception: If loss of coverage is under this Plan, individual has 60 days to enroll under Plan). The effective date of coverage will be the first day of the month following the termination of coverage.
 - Special disenrollment rules that remain in effect:
 - Dependent spouse becomes covered under spouse's employer's plan or employment status so that the spouse is no longer eligible to participate in a health plan sponsored or maintained by his/her employer - Plan must be notified within 60 days of spouse's coverage to discontinue payment of working spouse fee. The cessation of the working spouse fee is prospective only.
 - Disenrollment – if dependent loses status as eligible dependent or an employee or dependent becomes covered under another plan – must disenroll within 60 days of event causing loss of coverage or effective date of coverage under another plan. The reduction in the weekly payroll deduction is prospective only.
 - New procedures/rules.
 - Administration office will need to do semi-annual verification of continuation of student status of known students plus any

child who attains age 19 in the spring and fall of each calendar year.

- For first claim filed by spouse each calendar year, administration office will need to verify working status of spouse and if working, determine if covered by employer's plan.
- Continuation of Rule Regarding Special Enrollment Events
- Employees currently enrolled in the Plan shall continue to be enrolled in the Plan unless they made a positive election to discontinue their enrollment or change their coverage. A discontinuation in coverage may be made within sixty (60) days of a special enrollment event as defined by the Plan. Administrative office will need to do semi-annual verification.

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

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

The Fund will audit its enrollment and claims records at least once within each 24 month period to ensure that no employees of the Employer, or the dependants 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 August 21, 2005 who on August 20, 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 August 20, 2005. Employee's who were eligible for and were participating in Plan B on August 20, 2005, shall participate in Plan B until such employee has been covered under such Plan B for 24 months. Thereafter, such employee may advance to Plan A provided they continue to enroll and meet the eligibility requirements of the Plan. Employees hired on or before August 20, 2005, who are not eligible for coverage as of August 20, 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 June 2005.

All part-time employees **and their eligible dependents** hired on or after August 21, 2005 shall, beginning the first of the month following 12 calendar months of employment (**but not before January 1, 2010 with regards to eligible dependents**), be eligible to enroll and participate in the Health Plan under the Health Plan C. Upon completion of the first (36) months of eligibility under Plan C, such employee and their eligible dependants may enroll in Plan B for the next (36) months of eligibility under Plan B. Thereafter, provided the employee continues to maintain eligibility, such employee and their eligible dependants may enroll and participate in Plan A.

Full-time employees shall on the first of the month following 3 months of employment, be eligible to enroll with their eligible dependants in Plan B, and after (36) months of eligibility under Plan B, shall be allowed to enroll with their eligible dependants 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 Health Plan. Enrolled employees who work (80) hours in a (4) week month or (100) hours in a (5) week month shall be eligible for coverage on a lag month basis. For the purpose of this Article, hours worked shall include hours paid directly by the Company for holiday, vacation, **jury duty, funeral leave and sick 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, on the earliest possible date not later than July 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:
 - a. Hypertension
 - b. High cholesterol
 - c. Diabetes control drugs
 - d. Asthma
 - e. Glaucoma
 - f. Osteoporosis

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

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

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

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

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

Utilize nationally recognized guidelines as a basis for coverage.

Long Term Funding Policy

1. The parties recommend to the trustees that a Minimum Reserve Requirement be established equal to IBNR reserves plus a lag month reserve. The Fund consultants shall calculate the IBNR and lag month reserve requirement at least once every twelve months beginning on (date) and report these amounts to the Trustees at their next regularly scheduled meeting. Any withdrawing employer shall reimburse the Fund for their participants claims run off.
2. If the market value of the assets at any twelve-month review point is ever below the calculated minimum reserve requirement level as calculated by the Fund consultants, then the Fund consultants shall prepare recommendations for benefit plan redesign an/or employee co-premium contributions such that the dollar amount of any such deficiency will be fully recovered by the end of the 12-month period beginning after the trustee meeting in which the deficiency is first projected.
3. No changes are permitted that would violate any contractual agreement between the Fund and any third party vendor.
4. If the Fund consultants cannot agree on a recommended plan of benefit redesign an/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 Health Plan to subsidize the self pay costs of providing Health and Welfare benefits to eligible retirees under the Rocky Mountain UFCW Unions and Employers Health Benefit Plan (the "Retiree's Health Plan").

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

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

ARTICLE 13 SICK LEAVE

A. All employees covered by this Agreement, who normally work one hundred and four (104) hours a month or more and who have been continually employed by their Employer for a period of one (1) year, shall be credited with the equivalent of six (6) days' sick leave with pay.

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

C. A doctor's certificate or other authoritative verification of illness may be required by the Employer. Said sick leave is to commence after the second (2nd) day's absence due to sickness or non-occupational injury. Sick leave pay shall commence on the first day provided the employee is hospitalized and shall be paid at the rate of one hundred percent (100%) of a day's pay for each work days' absence thereafter until such sick benefit allowance is used up.

D. For the purpose of full-time employees, one hundred percent (100%) of a day's pay shall mean eight (8) hours' pay at the employee's regular classification rate for those days which the employee would have worked had the disability not occurred, calculated at straight time.

The waiting period herein provided before one hundred percent (100%) of a day's pay commences, shall apply for each illness or non-occupational injury, in case the sick benefit allowance has not been used up in previous illnesses or non-occupational injuries.

E. Sick leave shall be paid to part-time employees who normally work one hundred four (104) hours a month or more on the basis set forth above on a pro-rate total hours worked during the year preceding the anniversary date as a ratio of 2,080 hours, but can accumulate only for a maximum of five (5) years.

F. Sick leave benefits are not convertible to cash.

G. In occupational injury cases wherein the employer provided substantially equivalent coverage as would be provided under Workmen's Compensation, payment from the above coverage and sick benefit allowance shall be paid separately, but in the event the equivalent to compensation benefit payment covers all or part of the period during which sick benefit allowances are paid, the sum of the two shall not exceed the sick benefit payable for said period. The same rule shall apply to any accident and sickness insurance payments.

H. When an employee is absent due to an occupational injury where no coverage equivalent to Workmen's Compensation is provided, the employee shall receive his regular compensation from accrued sick leave credit to the extent such sick leave is available.

I. Employees who are injured on the job will promptly notify the person in charge of the store and where immediate medical treatment is necessary, will not suffer any loss of pay for their scheduled shift for time spent on that day or for time lost on that day pursuant to the doctor's advice.

J. Notwithstanding any provision herein, no employee shall receive more than eight (8) hours in any one work day or forty (40) hours in any one work week at the employee's straight-time hourly rate for any illness or injury.

K. Employees hired on or after August 21, 2005. Employees hired on or after August 21, 2005 who have completed three (3) consecutive years of employment shall commence accumulating sick leave credit of up to two (2) hours for each month that such employee works at least one hundred twelve (112) hours in a four week month or one hundred forty (140) hours in a five week month. Such credit shall be determined by dividing the actual hours worked for such month by one hundred sixty (160) hours (in a four week month) or two hundred (200) hours in a five week month times two (2). Unused sick leave shall not exceed a maximum accumulation of sixty (60) hours. Sick leave shall be paid as provided in the preceding sections, except sick leave shall not commence until the third (3rd) full workday's absence. There shall be no first (1st) or second (2nd) day sick leave for these employees.

ARTICLE 14 PENSION

Employer Contributions. Effective the first full month in which the benefit schedule provided for in the Rehabilitation Plan Alternative Schedule attached hereto as Appendix B takes effect, 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.

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 July 2005 contribution payment, meat department employees hired before June 26, 2005, the employer will increase the hourly contribution by fifteen cents (\$0.15) per hour from one dollar and twenty-six cents (\$1.26) to one dollar and forty-one cents (\$1.41).

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 one hundred percent (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 the first full month in which the benefit schedule provided for in the Rehabilitation Plan Alternative Schedule takes effect 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 1/1/06 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 eighteen (18) months of the valuation date (for example 1/1/06 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 herein, 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 August 21, 2005 shall be eligible to receive an accrual rate per month for each year of credited service earned by such employees, commencing the first full month in which the benefit schedule provided for in the Rehabilitation Plan Alternative Schedule takes effect, 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 65;
- The accrual rate shall be ten dollars (\$10) per month for each year of credited service earned commencing in the first full month in which the benefit schedule provided for in the Rehabilitation Plan Alternative Schedule takes effect.
- The accrual rate shall be fifteen dollars (\$15) per month for each year of credited service earned on or after beginning with the thirty-seventh (37th) month after the new hire benefit goes into effect.
- 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.

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.

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.

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.

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.

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 B, 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 the first full month in which the benefit effect 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 the first full month in which the reduced benefit schedule

provided for in the Default Schedule takes effect; 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 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 Plans having been certified as being in critical status for the Plan Year beginning January 1, 2009, the Trustees are authorized to adopt the Rehabilitation Plan Alternate Schedule attached as Appendix B hereto (if they believe it is appropriate to do so). If the Alternate Schedule is adopted by the Trustees, it is hereby deemed approved by the bargaining parties and automatically incorporated into this Agreement.
- vi. In no event shall any contribution increases be required during the term of this Agreement as a result of any annual updates or other changes to the Rehabilitation Plan Alternate Schedule or, if applicable, to any Default Schedule.
- vii. In the event the Trustees determine, based on projections provided by the actuaries for the Plan, that, at any time during the term of this Agreement, an Alternate Schedule or Default Schedule with lesser contribution rates and/or benefit reductions would be sufficient to reasonably enable the Plan to emerge from critical status by the end of the Rehabilitation Period, the Trustees may amend the Alternate Schedule or Default Schedule in a manner that, to the extent possible, would restore reduced benefits and would reduce the Employer's supplemental contribution in an equal manner and amount, based on actuarial equivalence, provided that such modifications to the Alternate Schedule or Default Schedule would still allow the Plan to emerge from critical status by the end of the Rehabilitation Period, taking into account to the extent legally permitted any relief available under IRC Section 431(d). In the event the Trustees amend the Alternate Schedule or Default Schedule as provided in this subsection (vii), then the parties agree to adjust the supplemental contribution rates provided above to reflect the lower rates in the amended Alternate Schedule or Default Schedule. Notwithstanding the foregoing, if, prior to the effective date of any benefit cuts specified in the Alternate Schedule or the Default Schedule, the Trustees determine that (a) such benefit cuts are no longer required to avoid critical status or to have a

valid Rehabilitation Plan, and (b) the supplemental contribution could be reduced or eliminated, then the Employer supplemental contribution shall be reduced or eliminated accordingly, and the Employer shall be further entitled to recoup the value of any supplemental contribution paid prior to the effective date of the benefit reductions set forth in the Alternate Schedule or Default Schedule. This provision shall apply regardless of the reason for the Trustees' determination, including a change in the law (e.g., a further extension of the Plan's green status) and/or improved investment returns. The value of the contributions shall be recouped via a suspension of contributions in an amount equal to the amount of the supplemental contribution paid.

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

ARTICLE 15 FUNERAL LEAVE

A. Upon request, an employee covered by this Agreement shall be granted the necessary time off with pay at his regular straight time rate of pay in order to make arrangements for and/or attend a funeral occasioned by a death in his immediate family. Such time off with pay shall in no event exceed three (3) regularly scheduled working days.

The immediate family is defined as the employee's father, mother, grandparents, grandchildren, spouse, children, father of current spouse (father-in-law), mother of current spouse, (mother-in-law), brother of current spouse (brother-in-law), sister of current spouse (sister-in-law), brother, sister and step-children. Payments shall not be made hereunder where the relative's death occurs while the employee is on vacation or on a leave of absence.

B. If an employee is notified of the death of his spouse, parent or child while at work, he shall be granted the remainder of the day off and paid for scheduled work hours that day. This shall not be counted as part of the above three (3) days.

Employees must attend the funeral in order to qualify for pay, and the Employer may require satisfactory evidence confirming the relationship to the deceased person.

C. Funeral leave will be paid only with respect to a workday on which the employee would have otherwise worked, and will not apply to an employee's scheduled day off, holidays, vacations, or any other day on which the employee would not have worked; shall be paid at the employee's regular straight-time hourly rate of pay; and shall not exceed eight (8) hours of pay for any one (1) day of absence or a total of twenty-four (24) hours' pay in the event of a death in the employee's immediate family. Funeral leave for regular part-time employees, as defined above, will be pro-rated upon the employee's average daily hours worked.

**ARTICLE 16
JURY DUTY**

A. Employees required to report for jury service, or to serve on a jury other than a grand jury on any scheduled work day, shall be paid a full basis workday's pay for each such day, less any remuneration received by the employees for such jury service; provided, however, that a days' pay for part-time employee shall be paid for the number of hours regularly scheduled for the employee on the day in question.

B. When an employee is excused from jury service, either temporarily or permanently, on any scheduled work day, the employee shall promptly report to complete any remaining hour of his scheduled workday.

1. The employer shall not alter an employee's scheduled work week solely because of any employee's jury duty service.
2. A night shift employee, who serves on jury duty during the day, shall be excused from the work the night following the day on which he serves in the amount of time equal to the number of hours he served during the day, up to the number of hours he was scheduled to work that night.
3. An employee summoned to report for jury duty will advise the Store Manager promptly upon receipt of such summons in order to be eligible for jury duty pay.

**ARTICLE 17
COMPANY MEETINGS:**

Employers will not schedule *Company meetings* to conflict with the scheduled union meetings, provided the Union notifies the employer of such scheduled meetings.

Employees may be required to attend *Company meetings* on their day off. Employees will be paid their regular straight-time hourly rate for all time in attendance at such meeting.

**ARTICLE 18
SHOP STEWARDS**

The Employer recognizes the right of the Union to designate a Job Steward for each store from among the more senior employees working at such store. It is agreed that there will be no discrimination against such employees by reason of their selection as Stewards. However, such employees selected shall perform their Steward duties as to not neglect normal work assignments. Stewards shall not be authorized to settle any grievances or enter into any understanding contrary to this Agreement, nor shall they make any interpretations, contrary to the Union interpretation of any Contract clause.

ARTICLE 19
"FREE WORK" PROHIBITION AND CHILD LABOR LAWS

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 to be engaging in such unauthorized practice shall be subject to discipline which may include termination.

It is intended that all sixteen (16) and (17) year old employees will comply with the job duty restrictions as provided under State of Wyoming and Federal Child Labor laws. Any minor employee found by the employer to be performing job duties contrary to State and Federal Child Laws shall be discharged.

ARTICLE 20
REGULAR EMPLOYEES

A. Employees working twenty (20) hours and more per week, but less than forty (40) hours, shall be considered regular part-time employees and shall be entitled to all the benefits as are the full-time regular employees covered by the Agreement, on a prorated basis according to the average number of hours worked per week in the employee's current anniversary year of employment. All employees but one shall be scheduled at least twenty (20) hours in a work week, if available.

B. Regular employees shall include all those regularly employed for at least forty-five (45) days by the Employer. In the event of a temporary layoff and the employee is called to work by the Employer, such employee shall not lose his or her classification or rating as a regular employee.

C. Definition of Full-Time Employee. A regular full-time employee is described as an employee who has been hired as such or scheduled or worked forty (40) or more hours a week for four (4) consecutive weeks, except for employees hired as or advanced to a full-time schedule between June 1st and September 15th. If the employee who has worked the four (4) forty (40) hour weeks is not the senior employee who had requested full-time, in writing such employee shall remain in part-time status and the senior qualified employee in that classification in that store, who has requested full-time, shall be changed to full-time status.

ARTICLE 21
HOURS OF WORK AND OVERTIME PAY

A. Eight (8) hours shall constitute a day's work, same to be worked within nine (9) consecutive hours with one (1) uninterrupted hour off for lunch each day.

The work week shall consist of five (5) eight (8) hour days to be worked Monday through Saturday, for full time employees. When an employee works six (6) days in a work week, time and one-half (1 ½) rate shall be paid for the work on the day the least number of hours are worked.

B. **Sunday Premium:** All work performed on Sunday shall be paid at \$1.00/hr. in addition to the employee's regular straight-time hourly rate of pay. For all purposes of this agreement, Sunday shall begin at 12:01 A.M. and terminate at 12:00 Midnight.

Employees working on Sunday will be guaranteed four (4) hours work or pay in lieu thereof. Employees may be scheduled to work for more than four (4) hours; however any employee required to work more than one (1) hour beyond their scheduled hours on Sunday shall be guaranteed eight (8) hours work or pay in lieu thereof.

Employees shall not be required to work Sunday if they do not elect to do so for any personal or religious purposes, except, should there be insufficient employees of the appropriate classifications to staff the store as a result of the provisions of this Article, the employees may be assigned to work and assigned to the schedule in inverse order of seniority. Also, they may not be infringed upon or their employment jeopardized for their refusal to work on Sunday.

Sunday shall be set aside as a premium day, and shall not be considered as part of the employee's regular work week, Monday through Saturday. All work performed on Sunday shall be paid at \$1.00/hr. in addition to the employee's regular straight-time hourly rate. No regular full-time employee or part-time employee who elects to work on Sunday shall suffer any reduction in hours worked during their regularly assigned work week, Monday through Saturday.

If an employee who is currently working forty (40) hours, Monday through Saturday, is requested to work on Sunday, and those Sunday hours are included within his/her forty (40) hours, he/she may refuse to accept such Sunday work without having his/her forty (40) hours reduced.

All work on Sunday must be performed by employees who are covered within the Bargaining Unit.

Employees hired on or after August 21, 2005 shall not be eligible for Sunday Premium.

C. The Employer shall post a schedule not later than 12:00 P.M. Friday showing each employee's hours and days off the following week.

D. Employees required to report for work and upon reporting find no work available shall be guaranteed either four (4) hours' work or four (4) hours' pay in lieu thereof.

E. Overtime shall be paid for at one and one-half (1-1/2) times the regular rate of pay for all work in excess of eight (8) hours in any one (1) day and/or all work performed in excess of forty (40) hours in any one week.

F. Split shifts shall not be required.

G. **Night Premium:** All employees working between the hours, of 10:00 P.M. and 6:00 A.M. shall receive premium pay of forty cents (\$0.40) per hour in addition to their regular straight time rate.

In the event overtime beyond eight (8) hours is worked on such shift, the overtime rate shall be computed on the straight time rate which shall not include the forty cents (\$0.40) per hour premium pay.

H. The employees shall be allowed a one hour lunch period, as near the middle of the employee's work shift as reasonably possible except in the case of emergencies.

I. Rest Periods: Employees working eight (8) hours in a work day shall receive a fifteen (15) minute rest period during the first (1st) half of their shift and a fifteen (15) minute rest period during the second (2nd) half of their shift. Rest periods shall be on the Employer's time. Employees shall not take more than such rest periods. An employee shall be given one fifteen (15) minute break per four (4) hour shift.

J. There shall be at least eight (8) hours' time lapse between an employee's scheduled work shift from one day to another or time and one-half (1-1/2) shall be paid for the hours worked until such eight (8) hours between shifts has elapsed.

K. There shall be no compounding or pyramiding of premium and/or overtime pay and only the highest applicable rate shall be paid.

L. Leaves of Absence:

1. Leaves of absence without pay for reasonable periods up to twelve (12) months shall be granted by the Employer for bona fide sickness, injury or pregnancy. Extension of leave of absence beyond twelve (12) months shall be at the discretion and mutual agreement of the Employer. Requests shall not be arbitrarily refused.

2. Consistent with the law, an employee must be qualified to return to work upon completion of a leave of absence. The employee may be required to submit to the company medical information concerning all matters that may relate to the employees job performance and his or her physical or mental limitations. If the leave of absence were not for medical purposes, the employee shall then be returned to do the job previously held, or to a job comparable with regard to rate of pay, on the first weekly schedule made up after the Employer and the Union have received notice in writing of the employees availability. If the leave of absence were for medical purposes, the employee will be returned to work upon receipt of information submitted by the employee or obtained by the Employer.

If employee returns to work without any physical or mental limitations, the employee will be returned to his or her pre-injury job.

3. All leaves of absence are to be requested in writing and shall state: (a) reason, (b) date leave is to begin, and (c) expected date of return to work. Leaves of absence shall be granted in writing.

4. A personal leave of absence without pay for reasonable period not to exceed six (6) months may be granted by the employer to regular employees who have completed one (1) year of service for other reasons mutually agreed to between the employer and the employee.

The employee must be qualified to resume his regular duties upon return to work from an approved leave of absence. A doctor's certificate verifying that the employee is able to resume his normal duties may be required. The employee shall be returned to the job previously held, or to a job comparable with regard to rate of pay no later than on the first (1st) weekly schedule made up after the Employer and the Union have received notice in writing of the employee's availability.

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.

ARTICLE 22 CLASSIFICATION AND JOB DESCRIPTION

A. Head Meatcutter: The Head Meatcutter shall be a qualified Journeyman Meatcutter, who shall perform all the duties of a Journeyman Meatcutter, and in addition, because of greater working skill and experience that he must possess, he shall be able and qualified in the performance of his work, to order and receive merchandise and to train and direct the work of other less skilled employees of the Meat Department.

B. Journeyman: A Journeyman is a skilled Meatcutter who has either served his apprenticeship in accordance with the period of time as set forth in this Agreement, or who has otherwise qualified as a skilled Meatcutter.

C. Apprentices: An Apprentice is a person learning all of the details and developing skills or performing, after a stated number of years; term, all of the duties of a Journeyman meatcutter. Apprentices must be at least eighteen (18) years of age. For the purposes of affording Apprentices the opportunity to learn all phases and skills of a Journeyman Meatcutter, the Employer shall be responsible for and assign Apprentices to all various jobs in the Meat Department for specified times to insure he will be a qualified Journeyman at the end of his apprentice training period. Meat Wrappers shall have equal opportunity to become Apprentice Meatcutters before hiring new Apprentices; provided, however, any wrapper desiring consideration for a Meatcutter position, shall notify the Store Director in writing with a copy to the Union.

D. Wrappers. A Wrapper is a person employed in a market or department engaged in the wrapping, scaling, pricing and stocking of meat, poultry, and fish as heretofore described in this Agreement. The work allotted to this classification shall be strictly confined to weighing, scaling, pricing, tagging the packages, clean up work and service to the customers in this

particular department, stocking and straightening up and replenishing of the cases during rush hours. * (See Bargaining Note)

Meat Wrappers shall be permitted to use the tools of the trade in the performance of duties in response to a specific customer request.

E. A Journeyman performing the duties of the Head Meatcutter in his absence for one (1) week or more will receive the Head Meatcutter contract hourly wage rate, provided on appendix "A" schedule of Wages for such hours worked.

F. Butcher Block Fish Clerks will be limited to performing work in the designated service area where meat, poultry, fish and seafood are dispensed to customers on an employee service rather than customer self-service basis. It is agreed that the Butcher Block Fish Clerk can stock and service the meat department's Club Pac aisle of the store.

It is agreed that work in the store of slicing, grinding, sawing or cutting of the product sold in the butcher block will be performed by employees paid appropriate Meat Department rates, except for incidental work performed on Butcher Block fish clerks shall have the opportunity to become a Meat Wrapper or an Apprentice Meatcutter before hiring new employees for those positions.

*Bargaining Note: The total intent of adding the words "and service to the customers" is to allow the Wrapper to serve the customer during Meatcutter absence defined as lunch break, coffee break, restroom calls, and shall not be used or construed to expand Wrapper duties, or to reduce Meatcutter hours or duties.

ARTICLE 23 GRIEVANCE AND ARBITRATION

It is mutually agreed that all claims or grievances as to any matter involving the interpretation, application, or violation of any provisions of this Agreement may be presented by an individual employee or group of employees to their immediate supervisor for adjustments; or, at the election of the employee or employees, such claim or grievance may be prepared and submitted in writing on their behalf, by the Union to the Labor Relations Representative involved.

Employers may present claims or grievances in writing directly to the Union.

Any grievance which is not presented within twenty (20) days, (fourteen (14) days in the case of discharge grievances), following the event giving rise to such grievance, shall be forfeited and waived by the aggrieved party and the Union.

Arbitration:

A. If no agreement is reached through consultation with the Labor Relations Representative involved, the Union may request arbitration of the grievance with the Company.

B. Within twenty (20) days, the grieving party shall request that the Director of the Federal Mediation and Conciliation Service to provide a panel of eleven (11) Arbitrators, and each Party shall alternately strike a name from the panel until one (1) remains. The person whose name remains shall serve as the Arbitrator.

C. The jurisdiction and authority of the Arbitrator of the grievance and his opinion and aware should be confined exclusively to the interpretation of the explicit provision or provisions of this Agreement at issue between the Union and the Company.

D. He shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement or impose on any party hereto a limitation or obligation not explicitly provided for in this Agreement; to establish or alter any wage rate or wage structure; or to interpret any federal or state statute or local ordinance when the compliance or non-compliance therewith shall be involved in the consideration of the grievance.

The award in writing of the Arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority as provided in this Agreement shall be final and binding on the aggrieved employee or employees, the Union and the Company, provided no appearance to a court of proper jurisdiction is made within ten (10) days of the decision.

E. The expenses of the impartial Arbitrator and the place of arbitration are to be borne equally by both Parties. Unless otherwise mutually agreed to, an arbitration under this Agreement shall be held in the area covered by this Contract.

F. The time limits herein maybe extended upon agreement of both parties only.

G. If the issuance of a verbal or written warning (not related to sexual harassment) is grieved, the Union will notify the Employer of the same. If the Grievant is disciplined further, or otherwise adversely affected, and the verbal or written warning is relied upon by the Employer in doing so, the Union shall have the right to submit the grievance protesting the warning to arbitration together with the grievance contesting the disciplinary or adverse action. It is expressly agreed that all such grievances will be consolidated. It is further agreed that said grieved verbal or written warnings shall be removed from all files after a period of two (2) years if not relied upon for further discipline.

ARTICLE 24 NO STRIKE/NO LOCKOUT PROVISIONS

During the life of this Agreement, it is understood and agreed that there shall be no work stoppages, strikes, slowdowns, picketing, boycotting, sympathy strikes, or hand billing of the Employer's premises or any other form of economic action initiated by the Union or the employees. The employer will not engage in any lockouts.

**ARTICLE 25
WAGES**

A. The classifications and hourly rates of pay shall be set forth in appendix "A" attached hereto and by this reference made a part hereof.

B. For the purpose of placing employees in the Apprenticeship progression for Meatcutters and Meat wrappers and interpreting the terms of Appendix "A", one hundred seventy-three and one-third (173 1/3) hours of employment shall constitute one (1) month's experience.

**ARTICLE 26
SEPARABILITY**

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

**ARTICLE 27
MANAGEMENT RIGHTS**

The Employer retains the right to manage the store or stores, to direct the working forces, and operate its business as it deems appropriate and to otherwise make such rules and regulations as deemed necessary for the operation of the business providing that said rules and regulations are not in conflict with the terms of this Agreement in any way or manner.

**ARTICLE 28
NO REDUCTION**

A. Any employee enjoying higher straight time hourly wage rates than herein provided shall suffer no reduction in straight time hourly wage rates by reason of the signing of this Agreement.

B. All other terms and benefits of this Agreement are intended to be minimums, and the employer may place superior benefits into effect, and may reduce the same to the minimums herein prescribed.

C. The employer will give recognition to the verified number of hours of actual work experience on a comparable job which said newly hired or transferred employee may have performed within the previous four (4) years for any employer in a similar retail grocery operation.

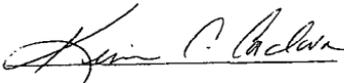
D. Any grievance over recognition given an employee for comparable work experience at the time of his employment must be filed pursuant to the terms and conditions of the grievance procedure of the Agreement (excluding the employee's trial period).

**ARTICLE 29
TERM OF AGREEMENT**

This Agreement shall become effective **March 28, 2010**, and shall remain in full force and effect until midnight **July 26, 2014**, and shall automatically renew itself from year to year thereafter, unless either party desires to modify or change the same. Either Party desiring to modify or change this Agreement shall notify the other Party sixty (60) days prior to the anniversary date of this Agreement.

Dated this _____ day of _____ **2011**.

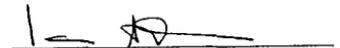
For the Union
UFCW, Local No. 7



1-10-11

Date

For the Employer
Smiths Food and Drug



1.20.11

Date

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 August 21, 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 August 21, 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 August 21, 2005 shall be assigned to the "EMPLOYEES HIRED INTO THE BARGAINING UNIT OR ASSIGNED OR PROMOTED ON OR AFTER August 21, 2005" wage scale. Employees who are promoted to a different classification after August 20, 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, prior to receiving an increase in their hourly rate of pay, they must work 1,040 hours at their current rate before promotion to the hourly rate in the new classification that would give them an increase in their hourly rate of pay.

EMPLOYEES HIRED AND ASSIGNED IN THE BARGAINING UNIT PRIOR TO August 21, 2005					
	8/31/08	9/26/10	7/26/11	7/25/12	7/28/13
MEAT MARKET MANAGER	15.67	15.97	16.22	16.47	16.72
FIRST CUTTER	14.92	15.22	15.47	15.72	15.97
MEAT CUTTERS					
1 st 1040 hours worked	8.44	8.44	8.44	8.44	8.44
2 nd 1040 hours worked	9.13	9.13	9.13	9.13	9.13
3 rd 1040 hours worked	9.85	9.85	9.85	9.85	9.85
4 th 1040 hours worked	10.56	10.56	10.56	10.56	10.56
5 th 1040 hours worked	11.25	11.25	11.25	11.25	11.25
6 th 1040 hours worked	11.97	11.97	11.97	11.97	11.97
7 th 1040 hours worked	12.66	12.66	12.66	12.66	12.66
Thereafter	14.67	14.97	15.22	15.47	15.72
MEAT WRAPPER					
1 st 1248 hours worked	7.06	7.30	7.30	7.30	7.30
2 nd 1248 hours worked	7.30	7.40	7.40	7.40	7.40
3 rd 1248 hours worked	7.66	7.66	7.66	7.66	7.66
4 th 1248 hours worked	8.51	8.51	8.51	8.51	8.51
5 th 1248 hours worked	9.50	9.50	9.50	9.50	9.50
Thereafter	11.51	11.81	12.06	12.31	12.56

EMPLOYEES HIRED INTO THE BARGAINING UNIT OR ASSIGNED OR PROMOTED ON OR AFTER August 21, 2005					
	8/31/08	9/26/10	7/26/11	7/25/12	7/28/13
MEAT MARKET MANAGER	15.67	15.97	16.22	16.47	16.72
FIRST CUTTER	14.92	15.22	15.47	15.72	15.97
MEAT CUTTERS					
1 st 1040 hours worked	8.44	8.44	8.44	8.44	8.44
Next 1040 hours worked	9.13	9.13	9.13	9.13	9.13
Next 1040 hours worked	9.85	9.85	9.85	9.85	9.85
Next 1040 hours worked	10.56	10.56	10.56	10.56	10.56
Next 1040 hours worked	11.25	11.25	11.25	11.25	11.25
Next 1040 hours worked	11.97	11.97	11.97	11.97	11.97
Next 1040 hours worked	12.66	12.66	12.66	12.66	12.66
Next 520 hours worked	13.36	13.36	13.36	13.36	13.36
Thereafter	14.67	14.97	15.22	15.47	15.72

EMPLOYEES HIRED INTO THE BARGAINING UNIT OR ASSIGNED OR PROMOTED ON OR AFTER August 21, 2005					
	8/31/08	9/26/10	7/26/11	7/25/12	7/28/13
MEAT WRAPPER					
1 st 1248 hours worked	7.06	7.30	7.30	7.30	7.30
Next 1248 hours worked	7.30	7.40	7.40	7.40	7.40
Next 1248 hours worked	7.50	7.50	7.50	7.50	7.50
Next 1248 hours worked	8.00	8.00	8.00	8.00	8.00
Next 1248 hours worked	8.51	8.51	8.51	8.51	8.51
Next 520 hours worked	9.00	9.00	9.00	9.00	9.00
Next 520 hours worked	9.50	9.50	9.50	9.50	9.50
Next 520 hours worked	10.50	10.50	10.50	10.50	10.50
Thereafter	11.51	11.81	12.06	12.31	12.56

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

APPENDIX B

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

- Contribution rates as negotiated by the bargaining parties and reduced benefit accruals in accordance with Addendum 1 for employees hired prior to an Employer's Applicable New Hire Date.
 - Such contribution rates shall be effective and payable for hours worked during the first full month for which such reduced benefit accruals take effect.
 - Such reduced benefit accruals shall begin as of the earliest date permitted by Federal law.
- Elimination of adjustable benefits as described below, as of the same date that the reduced benefit accruals commence.
- Contribution rates as negotiated by the bargaining parties and benefit accruals for New Hires in accordance with Addendum 1.
 - Such contribution rates shall be effective and payable for hours worked during the first full month in which the Meat New Hire Benefit takes effect.
 - Such benefit accruals shall be effective the first full month in which the reduced benefit accruals as provided for herein take effect.
 - Such benefit accruals shall be actuarially equivalent to a single life benefit payable at age 65, without any subsidies or adjustable benefits whatsoever.

For employees hired before an Employer's Applicable New Hire Date only:

- 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 \$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 55 at his Termination date in order to be eligible.
- Reduction of future accruals negotiated by the parties and funded consistent with Addendum 1.

Benefit reductions effective on the earliest date permitted by law

Rehabilitation Period

January 1, 2010 through December 31, 2022.

Plan to Emerge from the Red Zone and Annual Benchmarks to Assess Progress Toward Emergence

The Plan's actuaries certify that the Contribution and Benefit Adjustments shown above are sufficient for the Plan to emerge from the Red Zone at the end of the Rehabilitation Period based on the funded status of the Plan as of January 1, 2009 before the addition of any New Hire benefits. In the event that the New Hire benefits are implemented, the Plan's actuaries certify that with the additional contributions specifically designated to fund the New Hire benefits, the plan is still reasonably expected to emerge from Critical Status after such benefit increases, as shown in the annual benchmarks including the New Hire benefits. These schedules will be updated as needed throughout the Rehabilitation Period. Progress toward emergence from the Red Zone will be measured by the Plan's Funding Standard Account Credit (Deficiency) Balance being greater than (less than) the amounts in the following projections. These projections have been made in accordance with the provisions of the Pension Protection Act of 2006 including:

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

APPENDIX B

**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

Addendum 1
Alternative Schedules of Contribution Rates and Benefit Accruals –
Pre-New Hire Date Employees

Denver Area Meatcutters				
Total Contribution Rate	Breakdown of Contribution Rate		Schedule of	Adjusted Future
	<i>Base Rate</i>	<i>Supplemental</i>	Future Benefit Accruals	Benefit Accruals If Past Supplementals Have Not Been Paid
\$0.71	\$0.42	\$0.29	\$14.00	\$10.00
\$0.81	\$0.48	\$0.33	\$16.00	\$12.00
\$0.91	\$0.54	\$0.37	\$18.00	\$14.00
\$1.01	\$0.60	\$0.41	\$20.00	\$16.00
\$1.11	\$0.65	\$0.46	\$22.00	\$18.00
\$1.21	\$0.71	\$0.50	\$24.00	\$20.00
\$1.31	\$0.77	\$0.54	\$26.00	\$22.00
\$1.41	\$0.83	\$0.58	\$28.00	\$24.00
\$1.51	\$0.89	\$0.62	\$30.00	\$26.00

For Collective Bargaining Agreements where the employer did not make fifteen cent (\$0.15) Supplemental Contributions that were otherwise applicable to other employers, the benefit accruals shall be limited to the "Adjusted Future Benefit Accruals" for the number of Plan Years (or part thereof) for which Supplement Contributions were not made. After such period, the benefit accruals will be in accordance with the "Schedule of Future Benefit Accruals".

Alternative Schedules of Contribution Rates and Benefit Accruals – New Hires

Denver Area Meatcutters - New Hire Contribution Rates and Benefit Accruals		
Increase to total Contribution Rates if New Hire Benefits are Provided	Commencing the First Full Month in which the Benefit Schedule provided for in the Rehabilitation Plan Alternative Schedule Takes Effect	Beginning with the Thirty-Seventh (37th) Month after the New Hire Benefit Goes Into Effect
\$0.01	\$1.00	\$1.50
\$0.02	\$2.00	\$3.00
\$0.03	\$3.00	\$4.50
\$0.04	\$4.00	\$6.00
\$0.05	\$5.00	\$7.50
\$0.06	\$6.00	\$9.00
\$0.07	\$7.00	\$10.50
\$0.08	\$8.00	\$12.00
\$0.09	\$9.00	\$13.50
\$0.10	\$10.00	\$15.00

**SMITH FOOD & DRUG CENTERS INC.
RIVERTON, WYOMING**

Letter of Understanding

SMITH FOOD & DRUG CENTERS INC. (hereinafter referred to as the "Employer") and LOCAL No. 7, UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION, CLC RETAIL MEAT AND ALLIED INDUSTRIES DIVISION INDUSTRIES DIVISION (hereinafter referred to as the "Union") are parties to a Labor Agreement which has its term from date of ratification through July 26, 2014.

During the course of the negotiations of said Labor Agreement, the parties agree that despite any language in the labor Agreement which may appear to be contradictory the Employer may engage in practices set forth below:

1. Buying trimmed beef consisting of front quarters and hind quarters without brisket, navel, flank and kidneys.

2. Buying primal cuts as follows:

Chuck
Full Loin
Packinghouse Rib
Round

3. Buying supplemental items and retail cuts as follows:

Flank Steaks
Brains
Hearts
Tails
Livers
Tongues
Blocked, Skinned Trepas and/or Sliced Tripe

4. Buying beef in the following forms:

- a. Forequarter
Blade Chuck
Arm Chuck
Boneless Chuck
Boneless Chucks Netted or Tied
Chuck Tenders
4x3 Primal Rib
Boneless Rib Eye

Boneless Rolled and Tied Clods
Boneless Briskets
Inside Skirts
Outside Skirts
Cube meat – all types
Stew Beef – all types
Any type wholesale Short Ribs, BBQ, Clod, Prime, Flanker, etc.

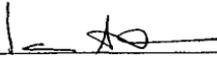
- b. All types of course and fine grind ground meats including:
Beef patties
 - c. Hindquarter
Whole Boneless Rounds
Gooseneck Rounds
Inside Rounds
Eye of Round
Boneless Bottom (Flat)
Regular knuckles
Peeled Knuckles
Whole Tenderloins
Tenderloin Butts
Boneless Top Loin Strip (N.Y.)
Bone-In Strip Top Loin (1x1)
Hanging Tenders
 - d. All Corned, Pickled, and/or Smoked Beef Items
 - e. All Frozen Beef Items
5. Buying and/or all cuts of meats which at any time during the life of this Agreement are offered for sale in 10% or more of the retail meat departments in the geographic area covered by labor Agreements of the Union.
6. The foregoing paragraph 5 shall not apply if the Employer establishes a meat plant for the production of retail cuts within the geographic jurisdiction of the Union.

7. It is agreed that up to fifty percent (50%) of the gross pork tonnage in the store need not be cut on the premises, but may be brought into the store pre-cut and pre-wrapped.

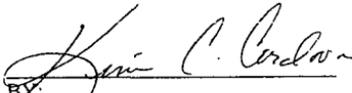
Signed this _____ day of _____ 2011.

SMITH FOOD & DRUG CENTERS INC.

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


BY: _____

1.20.11
DATE: _____


BY: _____

1-10-11
DATE: _____

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NOTES

WEINGARTEN RULES

Under the Supreme Court's Weingarten decision, when an investigatory interview occurs, you should ask if it is for disciplinary action. If so, the following rules apply:

- Rule I:** The employee must make a clear request for union representation before or during the interview. The employee cannot be punished for making this request.
- Rule II:** After the employee makes the request, the Employer must choose from among three options. The Employer must either:
- A. **Grant the request** and delay questioning until the union representative arrives and has a chance to consult privately with the employee, or
 - B. **Deny the request** and end the interview immediately, or
 - C. **Give the employee a choice of:**
 - (1) having the interview without representation or
 - (2) ending the interview.
- Rule III:** If the Employer denies the request for union representation, and continues to ask questions, it commits an unfair labor practice and the employee has a right to refuse to answer. The Employer may not discipline the employee for such a refusal.

INSURANCE and PENSION

When you have questions regarding eligibility, benefits, or how to file a claim, please contact the fund office at the following address, where the staff will be pleased to assist you:

MEDICAL/VISION CLAIMS

ZENITH ADMINISTRATORS

PO BOX 447

5511 W. 56th AVENUE, #250

ARVADA, CO 80001-0447

TELEPHONE: 303-430-9334

TOLL FREE: 1-800-527-1647

DENTAL

DELTA DENTAL OF WYOMING

320 WEST 25TH STREET

CHEYENNE, WY 82003

PHONE: (307) 632-3313

TOLL FREE: 1-800-735-3379

PENSION

ZENITH ADMINISTRATORS

PO BOX 1327

5511 W. 56th AVENUE, #250

ARVADA, CO 80001-1327

TELEPHONE: 303-430-9476

TOLL FREE: 1-800-390-3083

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.