

**SAFeway INC.  
(Meat Warehouse)**

**and**

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

**EFFECTIVE MAY 10, 2009 THROUGH SEPTEMBER 14, 2013**

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**SAFEWAY, INC.  
(Meat Warehouse)**

**and**

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

**EFFECTIVE MAY 10, 2009 THROUGH SEPTEMBER 14, 2013**

**SUPPLEMENTAL AGREEMENT**

SAFEWAY, INCORPORATED, hereinafter referred to as the "EMPLOYER" and UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7, chartered by the United Food and Commercial Workers International Union, AFL-CIO, hereinafter referred to as the "UNION" are parties to a Labor Agreement having its term **May 10, 2009** to **September 14, 2013**. Said Agreement, hereinafter referred to as the "Principle Agreement" covers the retail operations of the Employer's stores in the metropolitan Denver area.

This Supplemental Agreement which has the same term as the Principle Agreement, amends, modifies, or changes certain portions of the Principle Agreement as set forth below.

**ARTICLE 1  
RECOGNITION**

The Employer recognizes the Union as the sole collective bargaining agency for the employees employed in the classifications set forth in this Supplemental Agreement.

**ARTICLE 2  
SERVICE IN MEAT WAREHOUSE**

The members of Local #7 shall perform the work which they have historically performed. This shall include the making of the load, completing the pallet loads, filling and completing short loads, back order items, and bill directs. Further it is agreed and understood that the members of Local #7 shall perform all work as it relates to the making of the loads and the Teamster members shall perform the work of loading trucks. The Teamster members may, however, redo the pallets, so long as they do so in the dock and just use the merchandise already on the pallets.

2.2. Supervisors shall not perform bargaining unit work except in emergency situations or for the purpose of training employees.

2.3. The Employer agrees not to subcontract operations currently existing within the Meat Warehouse. Subcontracting is defined as a contractual relationship with another employer whereby employees of that employer perform the work of bargaining unit employees.

2.4. The Employer may install a totally new and different system such as a Rapistan system in the warehouse, the effect of which may be to displace employees in the warehouse, because of skill and knowledge not held by present employees are required in the new system. In such event, if facilities are

locally available, the Employer will provide reasonable training time to affected employees before hiring employees from outside the bargaining unit. If the Employer determines an employee is not trainable for a particular position, the Employer will submit in writing why he will not be trained.

### **ARTICLE 3 UNION SECURITY**

Provided the parties to this Agreement have complied with all State and Federal statutes concerning Union security matters, the provisions of this article shall be applicable.

3.2 All present employees of the Employer who fall within the bargaining unit, shall as a condition of continued employment, be or become members of the Union, between the thirty-first (31st) and thirty-fifth (35th) day following the date of the signing of this Agreement, and shall remain members of the Union in good standing during the life of this agreement.

3.3 All employees hired after the date of the signing of this Agreement, who fall within the bargaining unit, shall as a condition of continued employment, become members of the Union between the thirty-first (31st) and thirty-fifth (35th) day following the date of their last employment and shall remain members of the Union in good standing during the life of this Agreement.

3.4 "Good Standing" is interpreted to mean the payment or tendering of initiation fees and periodic Union dues to an authorized agent of the Union.

3.5 Whenever the Union requires the Employer to discharge any employee for failure to join or to maintain his membership in the Union in good standing in accord with the terms of this article, the Union agrees to furnish the Employer an itemized copy of the delinquent's account with the Union together with a written request for discharge. The Employer will discharge any employee who falls within the bargaining unit within ten (10) days after the receipt of said written request for discharge, unless within said ten (10) day period the delinquent employee pays or tenders his delinquent initiation fee and/or delinquent Union dues to an authorized agent of the Union.

### **ARTICLE 4 CHECK-OFF**

The Employer agrees to deduct the weekly dues, legal rejoining fees and uniform assessments, (including initiation fees for new employees) from the net amount due each employee in the bargaining unit who has furnished the Employer (either directly or through the Union) with an individual written authorization for making such deductions on a form mutually agreed upon between the Employer and the Union. It is understood that the check-off authorization is to be entirely voluntary upon the part of each such individual employee and that any such employee may revoke his individual check-off authorization upon giving thirty (30) days written notice to the Employer and the Union. The Employer agrees to remit all such deduction to the Chief Executive Officer of the Local Union no later than the twentieth (20th) day of each month.

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

**ARTICLE 5  
NEW EMPLOYEES**

When an employee is hired for a job in the bargaining unit, the Employer agrees within three (3) days to fill out mutually agreeable form in triplicate, which advises the employee of his obligation to join the Union. One (1) copy of this form will be given to the employee and one (1) copy will be mailed to the Union in a stamped addressed envelope provided by the Union.

5.2. The Employer will inform new employees the selecting procedures that standards program for selecting is based upon.

**ARTICLE 6  
RIGHTS OF MANAGEMENT**

The Employer retains the right to manage its business, to establish reasonable standard of dress, to direct the working forces and to make necessary rules and regulations for the conduct of the business, providing that said rules and regulations are not in conflict with the terms of this Agreement in any way.

**ARTICLE 7  
DEFINITIONS OF CLASSIFICATIONS**

There will be three (3) classifications in the Meat Warehouse. They are:

1. Warehousemen
2. Clerical
3. Sanitation

7.2. Classification seniority will prevail for all job assignments. Jobs done on a regular basis will be bid including those jobs normally done on Saturday. Those people removed from a bid job due to lack of work will be allowed to bump into any non-bid job that their seniority will allow them to have.

7.3. People working on their sixth (6th) or seventh (7th) day will maintain their seniority, but will not be allowed to bump anyone with a bid job on those days.

7.4. If the work force is reduced on a daily basis due to lack of work, it will be done first by seeking volunteers in seniority order and if necessary forcing in reverse seniority within the warehouse classifications.

7.5. The Employer may designate a Leadman and his pay shall be forty cents (.40) per hour over the top rate paid in the department. When designated by the Employer, the leadman shall be selected from the three (3) senior bidders who sign a leadman job opening posting. The Leadman shall in no way be involved in disciplinary action.

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

**ARTICLE 8  
RATES OF PAY**

The classifications, wages, and special conditions applicable to employees are set forth in Appendix "A", attached hereto, and, by this reference made a part hereof.

**ARTICLE 9  
PAY FOR WORK IN HIGHER/LOWER CLASSIFICATION**

Employees, without regard to their classification, shall be required to perform any labor or render any service about or in connection with the Employer's Meat Warehouse provided that when he or she is working on more than one (1) classification in a day, the highest classification wages shall apply for that day.

**ARTICLE 10  
NO REDUCTION IN PAY**

No employee shall have his hourly wage reduced who may now be receiving more than the minimum wage called for in this Supplemental Agreement, nor shall his hours be lengthened unless he is properly compensated therefore in accord with the terms of this Supplemental Agreement, unless otherwise agreed between the parties, and employees shall not be reclassified to defeat the purpose of this Supplemental Agreement. No employee shall be asked to make any verbal or written agreement that shall conflict with this Supplemental Agreement in any way.

10.2. During the life of this Supplemental Agreement, the Employer shall not raise or lower hourly rates of pay except as dictated by the wage scales set forth elsewhere in this Supplemental Agreement.

**ARTICLE 11  
WORK WEEK**

The work week will coincide with the calendar week.

11.2. Forty (40) hours to be worked in any five (5) eight (8) hour days or four (4) ten (10) hour days shall be the basic work week for regular full-time employees unless reduced in accordance with seniority. Regular full time employees shall be scheduled for at least thirty-two (32) hours of work to be performed in four (4) days or thirty (30) hours of work to be performed in three (3) days if scheduled for ten (10) hour shifts (exclusive of the holiday) during a week which a holiday occurs, unless reduced in accordance with seniority.

11.3. During a holiday week, employees who have normally been scheduled four (4) ten (10) hour days may be scheduled five (5) eight (8) hour days and will receive eight (8) hours holiday pay. Employees scheduled three (3) ten hour days in a holiday week shall receive ten (10) hours holiday pay.

**ARTICLE 12  
OVERTIME**

Overtime at the rate of time and one-half (1-1/2x) the employee's base hourly rate of pay shall be paid under the following conditions:

- a. For all hours of work in excess of eight (8) hours in any one (1) day or ten (10) hours in any one (1) day for those scheduled for ten hour shifts.
- b. For all hours of work in excess of forty (40) hours in any one (1) work week as described above.

12.2. Employees scheduled and working more than five (5) days in a work week will receive time and one-half (1-1/2x) for the day on which the least number of hours was worked.

12.3. It is understood that there will be no pyramiding of overtime and premium for the same hours of work.

**ARTICLE 13  
SUNDAY PREMIUM**

An employee shall be paid one and one-half times (1-1/2x) the applicable base hourly rate for each hour worked on Sunday.

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

**ARTICLE 14  
TRAVEL PAY**

(Article shall not apply to Supplemental Agreement.)

**ARTICLE 15  
NIGHT PREMIUM**

A premium of forty cents (.40) per hour shall be paid for all hours of work between the hours of 6:00 pm and 6:00 am in addition to the employee's regular rate of pay. Night shift premium shall not be paid on Sunday, holidays, or overtime.

**ARTICLE 16  
HOLIDAYS AND HOLIDAY PAY**

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

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

16.2 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.

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

16.4 As pay for an unworked holiday, regular full-time employees will be paid at straight-time for the number of hours they would normally have worked on the day in question, but not to exceed eight (8) hours.

If the holiday falls on a day which would normally have been such employee's scheduled day off, he shall be paid eight (8) hours at straight-time as pay for the unworked holiday.

16.5 In order to qualify for pay for an unworked holiday, an employee otherwise eligible for such pay under the terms of this Article must work his regularly scheduled day immediately preceding the holiday, the holiday if scheduled, and his regularly scheduled day immediately following the holiday, unless he has been previously excused from such work by the Employer or unless he was prevented from so working due to a bona fide illness. No employee on leave of absence shall be eligible for holiday pay.

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

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

## **ARTICLE 17 VACATIONS**

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

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

Such vacation shall be paid at straight-time rates. The number of hours for which such employees shall be paid for a vacation week shall be the average number of weekly hours worked during the twelve (12) months immediately preceding the employee's anniversary date of employment, not to exceed 40 hours pay for each week of vacation. Hours paid for vacations, holidays and sick leave shall be considered as hours worked for the purpose of computing vacation amounts. No pro-rata vacation will be paid at termination.

17.2. Employees may be allowed to take vacation one day at a time subject to approval by the employer and based on the following requirements:

1. Daily vacation may not be scheduled through the annual sign-up procedure.
2. Daily vacation must be requested of supervision in writing by Tuesday prior to the week in which time off is requested.
3. Employees may not receive more than five (5) days or forty (40) hours vacation pay in any calendar week.

4. Not more than one (1) week may be taken one day at a time per anniversary year.
5. Weekly vacation requests shall take preference over daily vacation requests.
6. The Employer shall submit daily vacation time to payroll the week it is taken, and the Employer shall make a bona fide attempt to pay the employee the following week. However, in no event shall it be more than two (2) weeks from the date of the request.

17.3 If one of the holidays listed elsewhere herein falls during an employee's vacation, the employee shall receive an extra day of vacation pay because of it.

17.4 In the event a regular full-time employee covered by this Agreement, who has been employed for two (2) years or longer, voluntarily quits or is discharged for reasons other than dishonesty or drunkenness or being under the influence of illegal narcotics, such employee shall be paid pro rata vacation pay earned up to the time the employment relationship is severed.

17.5 The Employer shall pay the employee the vacation pay accrued during the employee's anniversary year on the last pay day before the vacation is taken.

17.6 The employer will post a roster of available vacations one month prior the choosing of vacations. Vacations shall be chosen by warehouse seniority for the warehouseman and janitorial classifications. Clerical employees shall have a separate roster for available vacations. In the event an employee transfers to or from the clerical classification, said employee will be required to reschedule vacation according to vacation openings in the new classification.

17.7 The Employer retains the right to determine the number of employees who may be on vacation at any one time. However, in no event shall it be less than one person in the Meat Warehouse.

17.8 Any vacation weeks that become available after the vacations are chosen shall be offered by warehouse seniority.

## **ARTICLE 18 SCHEDULE POSTING**

Warehouse Management will determine the available schedules of shifts and days off based on the needs of the business. Employees will be allowed to choose among these schedules either by bidding or selection by seniority. The work schedule will not be changed by Management without at least one weeks notice except where the change is predicated on circumstances beyond the control of Management such as, but not limited to sickness, injury, wide fluctuations in volume, Acts of God. This clause shall not be construed as preventing Management from calling in employees for extra work outside of the schedule, from requiring overtime work outside the posted schedule, or for bringing in additional employees where it appears advisable in the opinion of Management. **It will not be a violation of this Agreement for non-bargaining unit employees to perform work in the Meat Warehouse when bargaining unit employees are absent or otherwise unavailable. All such work will be first offered to bargaining unit employees before being offered to non-bargaining unit employees. The Employer shall maintain sufficient staff to handle the work historically performed by UFCW members. The Employer agrees, to the extent possible, to staff, with existing casual or permanent employees, for absences, fluctuations in business needs, light duty assignments and other variances in the normal schedule.**

18.2. The Employer shall designate the starting time for employees. The employee shall be dressed and ready to go to work at this starting time.

18.3. Regular full-time employees called in on their scheduled day off shall not have the balance of their workweek altered as a result of such call-in.

18.4. All non bid employees shall be allowed to select days off effective January 1 of each year.

18.5. The work schedule will be posted not later than 9:00 am on Friday when there is a change in bids or new hires.

### **ARTICLE 19 REPORTING PAY**

An employee called in or scheduled for work shall be guaranteed four (4) hours of pay at the applicable rate, with the understanding that an employee may be called in or scheduled for less than four (4) hours if he is unavailable for the full four (4) hours.

### **ARTICLE 20 MINIMUM WEEKLY SCHEDULE**

No regular employee shall be scheduled for less than sixteen (16) hours in a workweek.

### **ARTICLE 21 TIME CARDS/NO FREE WORK/PAYDAY**

Each employee is required to record his own time, using the system provided by the Employer, prior to starting work and upon completion of work and before and after lunch periods. No employee shall have the right to record any other employee's time. Any employee violating these provisions, working off the clock or giving free time may be discharged.

21.2. Employees shall receive their pay each week. In case of discharge from employment of any employee, upon request, the paycheck will be made available within seventy-two (72) hours after the discharge.

### **ARTICLE 22 SPLIT SHIFTS**

There shall be no daily split shifts.

### **ARTICLE 23 STORE MEETINGS**

(Article shall not apply to Supplemental Agreement.)

**ARTICLE 24  
LUNCH PERIODS**

An uninterrupted lunch period consisting of not less than one-half (1/2) hour and not more than one (1) hour shall be granted all employees during the first five (5) hours after beginning their day of work and such time shall not be paid for by the Employer.

**ARTICLE 25  
BREAK PERIODS**

The Employer will give employees a break period of ten (10) minutes in their shift before the meal period and in their shift after the meal period.

25.2. Where an employee is required to work fifty (50) minutes or more of daily overtime, he shall be granted a ten (10) minute break period immediately following the first (1st) eight (8) hours of work.

25.3. Where the employee is required to work more than two (2) hours of daily overtime, he shall be granted a ten (10) minute break period at the end of the two (2) hours, and at the end of each two (2) hours thereafter he shall be granted an ten (10) minute break period.

**ARTICLE 26  
PROBATIONARY PERIOD**

New employees shall be on probation for a period of thirty (30) calendar days, during which time they may be discharged by the Employer for any reason whatsoever, and during this probationary period, they shall not acquire any seniority status. If an employee is retained in the employ of the Employer after said thirty (30) calendar days, his seniority date shall revert back to the first (1st) day of said thirty (30) calendar day probationary period.

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

**ARTICLE 27  
SENIORITY**

Length of continuous service in the employment of the Employer shall govern in layoffs and rehires within the Meat Warehouse. Seniority shall be defined as length of continuous service with the Employer in the bargaining unit and there shall be one (1) seniority list for the entire Meat Warehouse.

27.2. The Employer shall post, on the bulletin board, a new seniority list on July 1st and December 1st of each year.

27.3. The Employer will post notice of job vacancies or newly created jobs and employees desiring such jobs shall sign the Notice within three (3) working days after notice is posted. If Management determines that the senior employee can perform the job in a satisfactory manner, said employee shall be given preference.

27.4. It is expressly agreed that job bidding procedures shall be modified to meet all Federal Civil Rights requirements and may be from time to time, adjusted by the Employer and the Union. Employees will be limited to one (1) bid each four (4) months.

27.5. Any employee who has the necessary qualifications and seniority who is absent due to illness, vacation, or excused leave of absence shall be allowed to exercise his seniority not later than four (4) days after his return to work. The employee temporarily promoted to the job during this absence will be returned to his former job as will be any other employees affected by the change or promotion.

27.6. There shall be no interchange between the retail and warehouse seniority lists, except in preferential hiring situations set forth below:

1. If persons are being laid off in retail they shall be given preferential hiring rights on any job openings which may then exist in the warehouse for which they are qualified, after the warehouse job posting procedures have been exhausted.
2. If persons are being laid off in the warehouse, they shall be given preferential hiring rights on any job openings which may then exist in retail for which they are qualified.

27.7 Seniority shall be terminated for any of the following reasons:

1. Voluntary quitting.
2. Overstaying a granted leave of absence or vacation.
3. Failure to report for work upon recall after a layoff within five (5) days after mailing of recall notice sent by registered letter to the last address furnished in writing to the Employer by the employee.
4. Discharge for just cause.
5. Continuous layoff for a period in excess of twelve (12) consecutive months.

27.8 Nothing in this Supplemental Agreement shall be construed to prohibit the Employer from laying off shorter service employees in order to make a full work week available for more senior qualified employees.

#### **ARTICLE 28 AVAILABLE HOURS**

(Article shall not apply to Supplemental Agreement.)

#### **ARTICLE 29 ROTATION OF SHIFTS**

(Article shall not apply to Supplemental Agreement.)

#### **ARTICLE 30 UNSCHEDULED OVERTIME**

Daily overtime will be first assigned to employees performing those duties at the end of their scheduled work shifts.

30.2 Daily overtime will be offered by warehouse seniority and classification. If enough people do not volunteer, the overtime will be assigned in reverse seniority, first by classification and then by warehouse seniority. Management will determine the need for overtime by classification and shift, and will determine whether the overtime will be given to scheduled employees or employees called in on their day off based on the needs of the business.

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

30.4 Supervisors will notify employees as soon as possible when overtime will be required. In no case shall such notice be later than the employee's first break period. In the event an employee has a compelling reason for not being able to work overtime, such employee must so advise supervision at the beginning of his shift. In such cases, supervision will notify the employee by lunch time if he is excused.

### **ARTICLE 31 REDUCTION OF HOURS**

(Article shall not apply to Supplemental Agreement.)

### **ARTICLE 32 LAYOFFS**

Warehouse seniority shall apply in layoff and rehires, provided the senior employee is qualified to satisfactorily perform the necessary work.

### **ARTICLE 33 TRANSFER FROM STORE TO STORE**

(Article shall not apply to Supplemental Agreement.)

### **ARTICLE 34 NEW STORES**

(Article shall not apply to Supplemental Agreement.)

### **ARTICLE 35 LEAVE OF ABSENCE**

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

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

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

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

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

1. Spouse and parents of employee.
2. Biological or adopted unmarried children under nineteen (19) years of age and full-time students up to age twenty-three (23).
3. A child of any age who is incapable of self-support.
4. Any relative residing in the employee's home and dependent upon the employee for care. The employee shall be required to present satisfactory evidence of serious illness of the family member, the expected duration of the absence, and the reason for the employee's involvement.

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

35.7. All leaves of absence must be requested in writing to the Warehouse 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.

35.8. 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 not later than the start of the first (1st) week after the Employer has received notice in writing of the employee's availability provided the Employer has received such notice no later than Wednesday.

**ARTICLE 36  
BEREAVEMENT LEAVE**

Upon request, an employee covered by this Supplemental 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, spouse, children, grandchildren, father-in-law of current spouse, mother-in-law of current spouse, step-parents, brother, sister, and step child. Payments shall not be made hereunder where the relative's death occurs while the employee is on vacation or on a leave of absence. Additional time, without pay, shall be granted as is needed by the employee up to seven (7) days.

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

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

**ARTICLE 37  
JURY DUTY**

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

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

**ARTICLE 38  
SICK LEAVE**

All employees covered by this Supplemental Agreement who normally work one hundred four (104) hours a month or more and who have been continuously employed by their Employer for a period of at least one (1) year, shall be entitled to six (6) days of sick leave with pay.

38.2. Unused sick leave shall be cumulative and after the first (1st) year of continuous employment, said employees shall accumulate unused sick leave at the rate of one-half (1/2) day per month of continuous employment in which they work one hundred four (104) hours but not to exceed a maximum accumulation of six hundred (600) hours.

38.3. A doctor's certificate or other authoritative verification of illness may be required by the Employer. Upon request from the employee, said sick leave is to commence with the second (2nd) day of absence due to sickness or injury (except in the case of occupational injury in which event sick leave shall commence on the first (1st) day following injury which the employee would have worked had the injury not occurred) and shall be paid at the rate of one (1) day of pay until such sick benefit allowance is used up. An employee who has accumulated two hundred and forty (240) hours of unused sick leave shall also be entitled to sick leave on the first day of absence due to sickness or injury.

38.4. For the purpose of this Article one (1) day of pay shall mean eight (8) hours or ten (10) hours if scheduled for ten (10) hour shifts of pay at the employee's regular rate of pay for those days which the employee would have worked had the disability not occurred, calculated at straight-time. No employee shall receive pay, under any combination of sick leave and Worker's Compensation or Weekly Indemnity which exceeds the lesser of his regular pay of eight (8) or ten (10) hours per day or forty (40) hours per week at his straight-time hourly rate of pay. The waiting period herein provided before sick pay commences, shall apply for each illness or injury in case the sick benefit allowance has not been used up in previous illnesses.

38.5. Sick leave benefits are not convertible to cash.

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

### **ARTICLE 39 INJURY ON THE JOB**

When an employee is injured on the job, there shall be no deduction from the employee's pay for the day in which the employee was injured and reported for medical care. In no case shall the Employer's obligation exceed eight (8) hours, and there shall be no payment for any overtime hours missed because of the injury.

### **ARTICLE 40 CHILD CARE DISCOUNT PROGRAMS**

The Employer agrees to participate with the Union on discount programs established with local child care facilities.

### **ARTICLE 41 FLEXIBLE BENEFIT PLANS**

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

### **ARTICLE 42 HEALTH AND WELFARE COVERAGE**

The terms of the Principle Agreement, ARTICLE 42, shall be applicable to this Supplemental Agreement.

**ARTICLE 43  
NON-DUPLICATION OF BENEFITS**

The terms of the Principle Agreement, ARTICLE 43, shall be applicable to this Supplemental Agreement.

**ARTICLE 44  
PENSION**

The terms of the Principle Agreement, ARTICLE 44, shall be applicable to this Supplemental Agreement.

**ARTICLE 45  
HEALTH AND WELFARE OR PENSION DELINQUENCIES**

The terms of the Principle Agreement, ARTICLE 45, shall be applicable to this Supplemental Agreement.

**ARTICLE 46  
DISCHARGE AND NO DISCRIMINATION**

No employee shall be discharged without just and sufficient cause.

46.2. The Employer hereby agrees not to discriminate against any employee or discharge him because of membership in the Union and/or upholding Union principles.

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

46.4. The Employer and the Union agree that each will fully comply with applicable laws and regulations regarding prohibiting discrimination against any employee, or applicant for employment, because of such person's race, religion, color, national origin, sex or age. Discrimination on the basis of physical or mental disability shall be deemed to include the failure to make or agree to reasonable accommodation to the known physical or mental impairments of an otherwise qualified individual with a disability.

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

46.6. Wherever the masculine gender is used in this Supplemental Agreement, it shall be deemed to include the feminine gender.

46.7. It is recognized that the Employer may sponsor donations to worthy charitable organizations of a non-political nature. However, no employee shall be required to make contributions, nor shall any employee be told a specific amount he must contribute. There shall be no compulsion with regard to contribution.

**ARTICLE 47**  
**UNION REPRESENTATIVE VISITATION**

The Chief Executive Officer of the Union, the Deputy Secretary, or the Business Representative, thereof shall have the right of entering the premises of the Employer for the purpose of interviewing employees in such a way as not to interfere with the service of the Employer. The said representatives shall make their presence known to the supervisory person in charge upon entering the premises. The Employer shall, upon the request of an authorized Union representative, furnish satisfactory evidence to ascertain whether employees are being paid in accordance with the terms of this Supplemental Agreement. The Chief Executive Officer, or his Deputy, may inspect dues books of employees during working hours.

**ARTICLE 48**  
**UNION STEWARD**

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

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

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

48.4. When an employee is involved in a disciplinary interview where the probable result of such interview will be the imposition of disciplinary action, the employee may request union representation.

**ARTICLE 49**  
**GRIEVANCES AND ARBITRATION**

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

Step 1 – By conference during working hours between the Steward and/or the Union's Business Representative and/or the aggrieved employee and the designated Employer representative.

Step 2 – If the grievance cannot be satisfactorily resolved under Step 1 above, the grievance shall be reduced to writing and submitted to the representative designated by the Employer to handle such matters. Such submission shall be made within twenty (20) calendar days of the date of the occurrence of the event which gives rise to the grievance and shall clearly set forth the issues and contentions of the aggrieved party or parties and must reasonably allege a specific violation of an express provision of this Agreement (in the case of a discharge the time limits shall be ten (10) calendar days). The Employee designee and the Union Business Representative shall meet within fourteen (14) calendar days following receipt of the

written grievance and attempt to resolve the grievance. In the event the Employer designee assigned to handle grievances does not have an office in the area where the grievance arises, this meeting may be discussed by phone; furthermore, the time limits on this meeting may be proposed by mutual agreement of the parties.

In an instance where an employee feels he has not been paid in accordance with the wage progression scales set forth herein, such employee shall have an obligation to bring this to the attention of the Warehouse Manager as soon as the employee first has knowledge of such alleged error. In the event the employee has been improperly paid, said payment error shall be corrected on a retroactive basis, but not beyond ninety (90) days prior to the date on which the grievance is presented in writing.

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

49.2 In the event the parties are unable to reach agreement upon the selection of an arbitrator within fifteen (15) days of the written request for arbitration, the party requesting arbitration may, with reasonable promptness, request a panel of five (5) arbitrators from the Federal Mediation and Conciliation Service. From this panel of five (5) names, each party shall alternately strike two (2) names, the moving party striking first. The remaining arbitrator from the list shall be the impartial arbitrator. A finding or award of the arbitrator shall be final and conclusive upon the parties hereto.

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

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

49.5 In the event either party refuses to arbitrate on demand of the other party, and an order compelling arbitration is obtained in Federal Court on the basis contended by the moving party, the refusing party will pay to the moving party reasonable legal fees incurred, up to Two Hundred Dollars (\$200.00). Similarly, if the moving party fails to prevail in such an issue, the moving party will pay reasonable legal fees incurred up to Two Hundred Dollars (\$200.00) to the refusing party.

## **ARTICLE 50 NO STRIKE OR LOCKOUT**

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

50.2. In the event picketing or any other economic activity by the Union or any other Union occurs at the Employer's premises, the Union hereby agrees that it will instruct its members to move, transport, and otherwise handle, at the Employer's direction, all perishable commodities for a period of seventy-two (72) hours after such picketing or other economic activity commences. The Union further agrees that during this seventy-two (72) hour period it and its members will not interfere with the movement, transport, or handling of perishable commodities which are to be moved, transported, or handled by its members or by employees

who are members of another labor organization. The Business Representative of the Union retains the right to enter the premises to ascertain that only perishable commodities are being moved.

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

## **ARTICLE 51 PLANT CLOSING**

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

0-3 months	=	25% of a week's pay
3-6 months	=	50% of a week's pay
6-9 months	=	75% of a week's pay
Over 9 months	=	One Week's pay

51.2. Severance pay shall be computed on the average hours worked per week for the 52 weeks preceding a voluntary layoff or termination.

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

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

51.5. An employee who is terminated and who is eligible for the longevity bonus and accepts the longevity bonus forfeits his seniority and has no recall rights. However, an employee may elect to accept a voluntary layoff not to exceed ninety (90) days. At the end of the ninety (90) day period, if he has not been recalled, he will be paid the longevity bonus and forfeit his seniority. Any extensions of this ninety (90) day period must be agreed upon in writing and signed by the employee, a representative of the Union, and the Employer. In no case will such extension exceed a total of six (6) months from the date the employee accepted the layoff.

51.6. If an employee is offered a transfer or other employment with the Employer within forty (40) miles of the Meat Warehouse and he refuses to accept the transfer of other employment with the Employer he forfeits his right to severance pay and pensions and health and welfare contributions.

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

51.8. The Employer agrees to give to the employees and the Union two (2) week's notice in advance of the Meat Warehouse closing or sale. When such notice is given, an employee shall remain with the Employer

until the Meat Warehouse closes, or forfeit his right under this Article, unless mutually agreed to by the employee, Employer and Union.

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

## **ARTICLE 52 BULLETIN BOARD**

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

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

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

## **ARTICLE 53 UNION STORE CARDS**

(Article shall not apply to Supplemental Agreement.)

## **ARTICLE 54 UNIFORMS/EQUIPMENT**

The Employer agrees to provide either coveralls or smocks. The Employer also agrees to provide gloves, and safety equipment that has traditionally been furnished and launder the same. The employees on their part agree to exercise care in the use of Company property.

54.2. Those employees required to wear steel-toed safety shoes shall purchase the first pair of shoes. After one year and each year thereafter, the employees may turn in their safety shoes and receive a sixty (60) dollar credit on a replacement pair, if needed.

54.3. Employees with a specifically documented medical reason from a physician stating they cannot wear steel-toed safety shoes will be allowed to forego the steel-toed shoe requirement. The Employer reserves the right to verify these medical restrictions and will work with the employee to find alternative footwear that meets OSHA ANSI requirements.

## **ARTICLE 55 SAFETY COMMITTEE**

The present Safety Committee program will be continued during the life of this Agreement.

**ARTICLE 56  
WORK STANDARDS**

The Employer shall advise the Union at least six (6) weeks in advance of contemplated, new, or extended MTM Program and shall consider suggestions the Union may offer in such regard.

**ARTICLE 57  
CASUAL EMPLOYEES**

Casual employees shall not exceed twenty percent (20%) of the full time work force excluding clerical employees.

57.2. Casual employees shall not be subject to any Articles in this Supplemental Agreement except ARTICLE 3 (Union Security), ARTICLE 4 (Check-Off), ARTICLE 5 (New Employees), ARTICLE 6 (Rights of Management), ARTICLE 12 (Overtime), ARTICLE 24 (Lunch Periods), ARTICLE 25 (Break Periods), and the appropriate wage rates shown in ADDENDUM "A".

57.3. The Employer has the right to schedule casual employees subject to the needs of the business and to replace absent employees whatever the reason (such as sickness, vacation, personal holidays, jury duty, funeral leave, etc.). The Employer agrees that no casual employees will work while a regular full-time person is on layoff or has been sent home for lack of work.

**ARTICLE 58  
SAVING CLAUSE**

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

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

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

**ARTICLE 59  
WHOLE AGREEMENT**

Any Letters of Understanding of other Agreements not set forth specifically in this Supplemental Agreement are null, void and of no force and effect.

**ARTICLE 60  
TERM OF AGREEMENT**

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

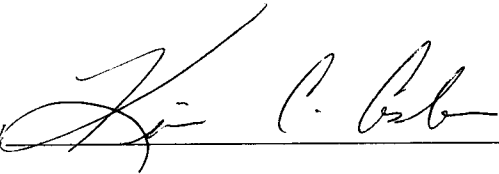
60.2 This Supplemental Agreement shall be in full force and effect beginning at 12:01 a.m. on **May 10, 2009**, and shall remain in full force and effect until midnight on **September 14, 2013** and shall be automatically renewed from year to year thereafter, unless either party desires change or termination at the expiration of said Supplemental Agreement. In such event, the party desiring such change or termination shall notify the other party in writing sixty (60) days prior to the expiration date.

IN WITNESS WHEREOF, the Parties above named have signed their names and/or affixed the signature of their authorized representatives this 20 day of April, **2011**.

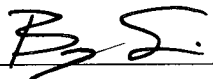
UNITED FOOD AND COMMERCIAL WORKERS,  
LOCAL 7, DENVER COLORADO

Chartered by

UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION, AFL-CIO

By 

SAFEWAY INC.

By 

## Appendix "A"

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

### Rate Determination

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

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

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

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

# LETTER OF UNDERSTANDING

Between

SAFEWAY INC. AND UFCW LOCAL 7  
DENVER MEAT WAREHOUSE

Re: UFCW LOCAL 7 and IBT LOCAL 455-WAGE DISPARITY

The Employer and the Union have discussed and bargained over the disparity that has existed for many years between the wage rate provisions of the UFCW Local 7 Denver Meat Warehouse Agreement and the IBT Local 455 warehouse agreements. In recognition of this historical disparity and in order to address it, the parties agree to the following wage enhancements, which enhancements will be given in addition to the annual contractual wage increases set forth in the Principle Agreement. The following wage enhancements will be applicable to the "Thereafter" straight time hourly wage rates, for all classifications, for bargaining unit members working in the Meat Warehouse:

First Sunday following ratification - \$0.70 per hour

September 12, 2010 - \$0.50 per hour


September 11, 2011 - \$0.50 per hour

September 9, 2012 - \$0.50 per hour

UNDERSTOOD AND AGREED TO THIS 20 DAY OF April, 2011.



For Safeway Inc.



For UFCW Local 7

**EMPLOYEES HIRED AND ASSIGNED IN THE BARGAINING UNIT  
PRIOR TO MARCH 27, 2005**

	Current	2/7/2010	9/12/2010	9/11/2011	9/9/2012
RECEIVERS	\$17.70	\$18.70	\$19.45	\$20.20	\$20.95
WAREHOUSEMAN	\$17.66	\$18.66	\$19.41	\$20.16	\$20.91
JANITORS	\$14.33	\$15.33	\$16.08	\$16.83	\$17.58
CLERKS	\$15.31	\$16.31	\$17.06	\$17.81	\$18.56

**EMPLOYEES HIRED INTO THE BARGAINING UNIT OR ASSIGNED OR PROMOTED ON  
OR AFTER MARCH 27, 2005**

	Current	2/7/2010	9/12/2010	9/11/2011	9/9/2012
RECEIVERS					
1st 1040 hours worked 57%	\$10.13	\$10.66	\$11.09	\$11.51	\$11.94
Next 1040 hours worked 59%	\$10.50	\$11.03	\$11.48	\$11.92	\$12.36
Next 1040 hours worked 64%	\$11.40	\$11.97	\$12.45	\$12.93	\$13.41
Next 1040 hours worked 69%	\$12.30	\$12.90	\$13.42	\$13.94	\$14.46
Next 1040 hours worked 75%	\$13.20	\$14.03	\$14.59	\$15.15	\$15.71
Next 1040 hours worked 80%	\$14.10	\$14.96	\$15.56	\$16.16	\$16.76
Next 1040 hours worked 85%	\$15.00	\$15.90	\$16.53	\$17.17	\$17.81
Next 520 hours worked 90%	\$16.00	\$16.83	\$17.51	\$18.18	\$18.86
Thereafter	\$17.70	\$18.70	\$19.45	\$20.20	\$20.95
WAREHOUSEMAN					
1st 1040 hours worked 57%	\$10.13	\$10.64	\$11.06	\$11.49	\$11.92
Next 1040 hours worked 60%	\$10.60	\$11.20	\$11.65	\$12.10	\$12.55
Next 1040 hours worked 65%	\$11.50	\$12.13	\$12.62	\$13.10	\$13.59
Next 1040 hours worked 70%	\$12.40	\$13.06	\$13.59	\$14.11	\$14.64
Next 1040 hours worked 75%	\$13.30	\$14.00	\$14.56	\$15.12	\$15.68
Next 1040 hours worked 80%	\$14.20	\$14.93	\$15.53	\$16.13	\$16.73
Next 1040 hours worked 86%	\$15.10	\$16.05	\$16.69	\$17.34	\$17.98
Next 520 hours worked 91%	\$16.00	\$16.98	\$17.66	\$18.35	\$19.03
Thereafter	\$17.66	\$18.66	\$19.41	\$20.16	\$20.91
JANITORS					
1st 1040 hours worked 71%	\$10.13	\$10.88	\$11.42	\$11.95	\$12.48
Next 1040 hours worked 72%	\$10.25	\$11.04	\$11.58	\$12.12	\$12.66
Next 1040 hours worked 73%	\$10.50	\$11.19	\$11.74	\$12.29	\$12.83
Next 1040 hours worked 77%	\$11.00	\$11.80	\$12.38	\$12.96	\$13.54
Next 1040 hours worked 80%	\$11.50	\$12.26	\$12.86	\$13.46	\$14.06

	Current	2/7/2010	9/12/2010	9/11/2011	9/9/2012
Next 1040 hours worked 84%	\$12.00	<b>\$12.88</b>	<b>\$13.51</b>	<b>\$14.14</b>	<b>\$14.77</b>
Next 1040 hours worked 87%	\$12.50	<b>\$13.34</b>	<b>\$13.99</b>	<b>\$14.64</b>	<b>\$15.29</b>
Next 520 hours worked 91%	\$13.00	<b>\$13.95</b>	<b>\$14.63</b>	<b>\$15.32</b>	<b>\$16.00</b>
Thereafter	\$14.33	<b>\$15.33</b>	<b>\$16.08</b>	<b>\$16.83</b>	<b>\$17.58</b>
<b>CLERKS</b>					
1st 1040 hours worked 66%	\$10.13	<b>\$10.76</b>	<b>\$11.26</b>	<b>\$11.75</b>	<b>\$12.25</b>
Next 1040 hours worked 67%	\$10.25	<b>\$10.93</b>	<b>\$11.43</b>	<b>\$11.93</b>	<b>\$12.44</b>
Next 1040 hours worked 72%	\$11.00	<b>\$11.74</b>	<b>\$12.28</b>	<b>\$12.82</b>	<b>\$13.36</b>
Next 1040 hours worked 76%	\$11.60	<b>\$12.40</b>	<b>\$12.97</b>	<b>\$13.54</b>	<b>\$14.11</b>
Next 1040 hours worked 80%	\$12.20	<b>\$13.05</b>	<b>\$13.65</b>	<b>\$14.25</b>	<b>\$14.85</b>
Next 1040 hours worked 84%	\$12.80	<b>\$13.70</b>	<b>\$14.33</b>	<b>\$14.96</b>	<b>\$15.59</b>
Next 1040 hours worked 88%	\$13.50	<b>\$14.35</b>	<b>\$15.01</b>	<b>\$15.67</b>	<b>\$16.33</b>
Next 520 hours worked 91%	\$14.00	<b>\$14.84</b>	<b>\$15.52</b>	<b>\$16.21</b>	<b>\$16.89</b>
Thereafter	\$15.31	<b>\$16.31</b>	<b>\$17.06</b>	<b>\$17.81</b>	<b>\$18.56</b>