

**AGREEMENT**

**between**

**KING SOOPERS INC.,**

**A Division of Dillon Companies, Inc.**

**and**

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

**Chartered by**

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

**Denver, Colorado  
(Meat Plant Supplemental Agreement)**

**TERM: May 10, 2009 through September 14, 2013**

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**KING SOOPERS, INCORPORATED  
MEAT PLANT  
SUPPLEMENTAL AGREEMENT**

KING SOOPERS, INCORPORATED (Denver, Colorado) a Division of DILLON COMPANY, INCORPORATED, hereinafter referred to as the "Employer" and the UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL #7, AFL-CIO, CLC, hereinafter referred to as the "Union" are parties to a Labor Agreement having as its term May 10, 2009 to September 14, 2013. Said Agreement, hereinafter referred to as the "Principal Agreement" covers the retail operations of the Employer's stores in the metropolitan Denver area.

This Supplemental Agreement which has as its term May 10, 2009 to September 14, 2013, amends, modifies, or changes certain identified portions of the Principal Agreement as set forth below. Where there is no reference to an Article or Section of the Principal Agreement, the provisions of the Principal Agreement shall be controlling.

**ARTICLE 1**

**RECOGNITION AND UNION SECURITY**

Section 1 of the Principal Agreement shall be amended by the following addition:

The Employer also recognizes the Union as the sole collective bargaining agency for production employees, including the boners and meat cutters, apprentices, lead-persons where designated by Management, receiving crews (including handling boxed merchandise not processed in the plant) order fillers of plant processed meats or meats to be further processed, staffers, scalers, laundry and sanitation crew, and packaging department employees employed at the Employer's Meat Plant, Denver, Colorado.

Excluded from Union jurisdiction are maintenance personnel, order selectors handling boxed merchandise (involving shipping and storage not processed in this plant) clerical employees, inspectors, guards, buyers, professional employees, and supervisors, as defined in the National Labor Relations Act, as amended.

**ARTICLE 2**

**SERVICE IN MEAT-DELICATESSEN DEPARTMENTS, PLANTS**

Amend language of Principal Agreement as follows:

The exclusions in paragraph (2), (2A), items 1, 2, and d, shall not be applicable in the Meat Plant.

The language of paragraph (2), (2A), item b, shall be amended to read:

In connection with the instruction or training of an employee or employees, picking up product from floor to salvage the product, rectifying of machinery malfunctions, or correcting safety hazards.

**ARTICLE 9**  
**TEMPORARY ASSIGNMENTS**

The Principal Agreement shall be amended as follows:

The Employer shall determine if a temporary vacancy will be filled by assignment of an employee in the same classification or the assignment of an employee in a lower or higher classification.

Temporary vacancies of three (3) consecutive shifts or less may be filled at the discretion of the Employer by an employee in the same classification. When the temporary vacancy will exceed three (3) consecutive shifts, it will offer the temporary vacancy to the senior qualified employee(s) available to perform the work on the shift in the same classification in another department. If the temporary vacancy is not filled in this manner, the Employer will assign the temporary vacancy by reverse seniority to the qualified employee available to perform the work on the shift in the same classification in another department. If none or insufficient employee(s) are available, the Employer will offer the temporary vacancy to the senior qualified employee(s) available to perform the work on another shift in the same classification. If the temporary vacancy is still not filled, the Employer will assign the temporary vacancy by reverse seniority to the qualified employee available to perform the work on another shift in the same classification.

Temporary vacancies of one (1) shift or less may be filled at the discretion of the Employer by an employee in a lower classification. When the Employer knows in advance the temporary vacancy will exceed one (1) shift, it will offer the temporary vacancy to the senior qualified employee(s) available to perform the work on the shift in the next lower classification. If the temporary vacancy is not filled in this manner, the Employer will assign the temporary vacancy by reverse seniority to the qualified employee available to perform the work on the shift in the next lower classification.

Employees, without regard to their classification, shall be required to perform any labor or render any service in or about or in connection with the Employer's Meat Plant, provided that when he or she is working in a higher classification, the highest classification shall apply in hourly units for each hour or major fraction thereof.

Nothing herein shall prevent a higher classified employee from performing whatever work he may be assigned in the Plant.

When Meat Cutters and/or Meat Wrappers are needed for temporary assignment at straight time or overtime to either the Meat Plant or a Retail Meat Bargaining unit, the Employer will ask for available qualified volunteers by seniority in the classification for which the temporary assignment is needed.

If additional employees are needed the Employer will assign by reverse seniority the number of qualified employees needed in the classification where the temporary assignment is needed.

At the conclusion of Temporary Assignments, employees will be returned to their original location.

## **ARTICLE 16**

### **HOLIDAYS**

Delete language of Principal Agreement and substitute the following:

All employees hired on or before March 5, 2005 who have completed their probationary period shall be paid for the following holidays whether or not they fall on what would normally be a workday for the employees involved: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. Such employees shall be entitled to two (2) personal holidays, which must be requested two (2) weeks in advance and approved by supervision.

All employees hired on or after March 6, 2005 who have completed their probationary period shall be paid for the following holidays whether or not they fall on what would normally be a workday for the employees involved: Thanksgiving Day and Christmas Day. Such employees shall be entitled to one (1) personal holiday after two 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 supervision.

All regular full-time employees covered by this Agreement who have completed their probationary period, shall receive eight (8) hours compensation at their straight time rate of pay for each of the holidays set forth herein, including holidays falling on Saturdays, provided he reports for work all hours of work available on his regularly scheduled workday before the holiday, the holiday if scheduled and on his regularly scheduled workday after the holiday. Provided, however, that employees absent because of illness, verified by a doctor's certificate or other authoritative verification of illness, death in the immediate family, or other excused absence will receive holiday pay.

In the event that any of the above-mentioned holidays should fall on Sunday, the following Monday shall be observed as the official holiday.

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 his having taken his personal holidays 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.

Employees hired on or before March 5, 2005 required to work on any of the above holidays will be compensated for hours worked at one and one half (1 ½) times their hourly rate of pay, in addition to the eight (8) hours compensation at the straight time rate which the employee shall receive for an unworked holiday. Employees hired on or after March 6, 2005 required to work on any of the above holidays will be compensated for hours worked at one dollar (\$1.00) per hour, in addition to the eight (8) hours compensated at the straight time rate which the employee shall receive for an unworked holiday. A holiday shall consist of the hours from 12:01 a.m. to 12:00 midnight on the night of the holiday. When the Employer limits the number of employees taking a personal holiday on a given day, the Employer shall allow the most senior employee(s) requesting the day to take said personal holiday. The Employer shall allow at least one (1) employee in the bargaining unit off on a personal holiday each regularly scheduled work day.

Holiday Scheduling. No later than the second Wednesday prior to the beginning of the week in which a holiday observed hereunder occurs (exclusive of personal holidays), the Employer shall post by classification a holiday volunteer work list. An employee desirous of working the upcoming holiday, in the classification and job assignment he normally performs, shall sign such list no later than Tuesday prior to the holiday week. Signing of another employee's name on such list shall be cause for disciplinary action. The Employer will select the necessary employees from this list in accordance with seniority and ability, within each classification and shift. If the Employer cannot adequately staff the employees by selecting from within the classification and shift, the Employer will select the necessary employees from the list within the classification, provided such selection would not cause the employee to work back to back shifts. Should the Employer not be able to staff its schedule requirements through this procedure, qualified employees shall be assigned the remaining available schedules by reverse seniority and ability within their respective classifications and shifts.

There shall be no pyramiding of over-time on any of the above provisions.

No employee on leave of absence shall be eligible for holiday pay and to be eligible for holiday pay an employee must perform work during the week in which the holiday occurs, unless the employee is on vacation.

## **ARTICLE 17**

### **VACATIONS**

Amend the Principal Agreement, Section 51 as follows:

The Employer retains the right to determine the number of employees who may be on vacation at any given time. If a dispute develops between employees as to vacation preference, seniority shall govern within the classification. Any vacation weeks that become available after the posting of such roster shall be offered by seniority within the classification.

**BARGAINING NOTE:** The Employer intends to continue the canceled vacation policy.

The Employer will post a notice November 1 of the prior calendar year, senior employees and continuing with employees of lesser seniority shall choose in turn, each within two (2) working days once notified so that the vacation schedule is completed by January 31 of each calendar year.

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

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

Notwithstanding the above, employees who voluntarily transfer to the plant or within the plant to another classification after their vacation selection has been made, shall forfeit their selection and be entitled only to the remaining available weeks to make their selection from, in that calendar year, in the new classification unless the transfer is involuntary.

## **ARTICLE 24**

### **LUNCH BREAKS**

The Principal Agreement shall be amended as follows:

Section 60. Delete language of Principal Agreement and substitute the following:

Lunch. An uninterrupted lunch period consisting of not less than one half (½) hour and not more than one (1) hour, shall be granted all employees during the first five (5) hours after beginning their day's work and such time shall not be paid for by the Employer.

**ARTICLE 25**  
**RELIEF PERIODS**

Section 61. Delete the language of the Principal Agreement and substitute the following:

All employees shall be allowed a fifteen (15) minute break period during the first (1<sup>st</sup>) four (4) hours of the shift and a fifteen (15) minute break period during the second (2<sup>nd</sup>) four (4) hours of the shift.

Where an employee is required to work forty-five (45) minutes or more of daily overtime, he shall be granted a fifteen (15) minute break period at the end of the first hour of overtime work or conclusion of the work shift whichever occurs first.

Where the employee is required to work more than two (2) hours of daily overtime, he shall be granted a fifteen (15) 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 a fifteen (15) minute break period.

No deviations from the above-allotted times shall be allowed unless mutually agreed to by the Union and the Employer and reduced to writing.

**ARTICLE 27**  
**SENIORITY**

Amend language of Principal Agreement by substituting the following:

An employee who is to be laid off from a classification in the plant shall displace the shortest service employee in the same classification in the plant.

An employee thus displaced from his classification in the plant shall have the option of displacing the shortest service person in the same classification in the stores, provided he has at least six (6) months experience in that retail classification with this Employer, or displacing the shortest service employee in a lower classification in the plant whose job he is qualified to perform, provided any displaced employee has lesser service.

Any employee being laid off shall be allowed to take a layoff in lieu of displacing a shorter service employee, but then shall be entitled to recall rights to his original classification only.

When an employee has exercised his right to displace a lower classification person in the plant and it is found by the Employer or the employee that he is not qualified to perform said job during the first thirty (30) days in the lower classification, he shall be allowed the right to take a layoff or displace the shortest service employee in yet a lower classification in the plant whose job he is qualified to perform, provided any displaced employee has lesser service. When the employee has exercised his right to displace a lower classification person in the plant the second time, and it is found by the Employer or the employee that he is not qualified to perform said job during the first thirty (30) days in the lower classification, he shall be allowed the right to take a layoff.

Promotions and transfers (except for Leadperson position) shall be handled in accordance with the following procedures.

**Departmental Vacancies.** A departmental vacancy shall exist when an employee is terminated or permanently transferred from a position the Employer deems necessary to fill. Temporary vacancies due to vacations, leaves of absence, interim assignments, and seasonal requirements, are not departmental vacancies.

The Employer will post notice of such departmental vacancies and employees desiring change will sign the notice within seventy-two (72) hours, excluding Saturday and Sunday, after the notice is posted. The departmental vacancy shall be awarded to the senior qualified employee who has signed the notice, providing the abilities of the signing employee are substantially equal.

Days off shall be bid by classification within departments which are as defined in the vacation provisions of this Supplement. Nothing herein shall limit the Employer's right to assign employees temporarily from one department to another without regard to seniority. When the vacancy is posted for bid, the Employer may simultaneously bid secondary vacancies that may be created as a result of filling the primary vacancy and any vacancy that may result there from.

Departments within the Meat Plant are as follows:

1. Beef line and beef line cryovac
2. Pork Room
3. Sausage and Ground Beef
4. Sanitation
5. Receiving
6. Order selecting
7. Scaling
8. Retail Ready line and Side Tables

**BARGAINING NOTE:** Department #2 side table employees on a one time basis only, may stay on Retail Line or return to Pork Room, based on seniority.

It is expressly agreed that job bidding procedures shall be modified to meet all federal civil rights requirements and affirmative action plans, and may be, from time to time, adjusted by the Employer and the Union. Bargaining unit employees will be given first consideration for Meat Cutter Apprentice openings.

An employee who is promoted to a job vacancy or newly created job may be returned to his previous position during the first (1<sup>st</sup>) thirty (30) days on the new job if such employee fails to qualify on the new job.

The employer shall not fill a vacant position with a new applicant for employment if there are employees of the bargaining unit on lay off status who are qualified to perform the duties needed in the vacancy.

In this event, such vacancies will not be subject to the bid procedure set forth elsewhere in this Supplement.

A laid off employee must accept such assignment if qualified and the same classification is involved.

A seniority list of employees in the Plant will be posted every September 1<sup>st</sup> and March 1<sup>st</sup>.

#### **ARTICLE 44**

#### **NO DISCRIMINATION**

Amend Principal Agreement as follows:

Transfers of employees from Plant to markets by management shall not be made for discriminatory reasons.

#### **ARTICLE 47**

#### **UNION STEWARD**

Delete language of Principal Agreement and substitute the following:

The Employer will recognize one (1) Plant Steward in each department and one (1) Chief Steward for the entire plant. For these purposes the departments are as defined in the Vacation Article. One (1) Steward will be allowed to be present, if requested, by the grievant at Step I meetings under the Grievance Procedure.

Stewards shall perform their duties with the least possible inconvenience to the Employer. The Chief Steward shall have top seniority in his classification for the purpose of layoff. The Employer shall be kept informed, in writing, of current Stewards at all times.

### **ARTICLE 53**

#### **UNIFORMS/EQUIPMENT**

Delete language of Principal Agreement and substitute the following:

The Employer agrees to furnish all linens required for use in the plant and to launder same. The Employer will furnish all required mesh and rubber gloves. The Employer will furnish all knives and they shall be turned into the knife sharpener for sharpening. The Employer agrees to furnish all required safety equipment.

The Employer agrees to furnish up to a maximum of three (3) clean pairs of cotton gloves in good condition, per day, to any employee who turns in those gloves which are dirty or worn out. It is understood that the above shall not apply to sanitation personnel who have historically been provided gloves for work.

The Employer will furnish, when he requires, one (1) pair of rubber boots during the life of this Agreement. The selection of the boots shall be made by the Employer. Employees desiring to purchase a higher quality boot will be allowed a credit towards their purchase to the extent of the cost of the Employer's supplied boot.

The employees, on their part, agree to exercise care in the use of Company property and equipment. Broken or damaged equipment will be replaced by the Employer if such equipment is turned in. It shall be the employee's responsibility to replace lost or misplaced Company issued equipment if not found within a period of one (1) week.

If Company issued equipment is stolen from the employee, the first item of its kind will be replaced by the Employer during the life of this Agreement, but all similar items stolen are the employee's responsibility to replace.

The following articles do not appear in the Principal Agreement and are numbered consecutively for clarification only.

### **ARTICLE 57**

#### **NOTICE OF OVERTIME**

Management shall attempt to notify employees by lunch break when unscheduled department overtime shall be required. In no case shall such notice be

later than the beginning of the employee's last break period. When overtime is needed management shall offer overtime to employees within the department first, before assigning overtime off the volunteer list when two or less hours are required.

Beginning the first fifteen (15) days in March (to be effective the first of April) and the first fifteen (15) days of September (effective the first of October) the Employer will post a semi-annual overtime request list for employees to sign who are desirous of overtime work. Employees who sign the overtime request list, and subsequently refuses four (4) times may be taken off the overtime list. Employees who do not sign the overtime request list have no claim to any overtime hours assigned.

The Employer retains the right to determine when overtime is needed, how many employees are needed to work overtime, and whether pre-shift, post-shift, or day-off overtime is needed.

Pre-shift and post-shift overtime will be assigned to the qualified employees who signed the overtime request list who are in the classification and department and are present on the shift where overtime is needed. If additional employees are needed to work the overtime, the Employer will assign, in reverse seniority, the qualified employees who are in the classification and department and are present on the shift where overtime is needed.

Day-off overtime will be assigned to the qualified employees who normally work the shift involved, who signed the overtime request list, and who are in the classification where overtime is needed. If additional employees are needed to work the overtime, the Employer will assign the qualified employees who signed the overtime request list who are in the classification where overtime is needed. If still additional employees are needed to work the overtime, the Employer will assign, in reverse seniority, the qualified employees who are in the classification where overtime is needed.

If additional employees are needed, in excess of those in the classification, the Employer may assign other available qualified employees in reverse seniority order.

Individual hardship cases will be considered for excusing overtime by the Employer.

## **ARTICLE 58**

### **WAGE MAINTENANCE**

Leadperson differentials shall not be subject to the Wage Maintenance as set forth above.

**ARTICLE 59**  
**SAFETY COMMITTEE**

The current practice of a joint labor/management safety committee will be continued unless it is mutually agreed by the Employer and the Union to terminate said practice.

**ARTICLE 60**  
**DUTY ROTATION**

During the term of this Agreement, the Employer will make a reasonable attempt to rotate the duties of employees, from time to time, within their classifications and their current schedules. Rotation will not be required if medically verified physical limitations will not allow them to perform certain duties within their classifications. Nothing herein shall require the Employer to allow any employee, not physically capable, to perform services.

No employee can bid specific duty or assignment within a given classification.

**ARTICLE 61**  
**MAINTENANCE OF PLANT**

In the event of work stoppage or strike, the Union agrees to permit maintenance or mechanical workers to maintain the machinery and general property of the Employer in working condition, but such employees will not be used for production work.

**ARTICLE 62**  
**PICKETING**

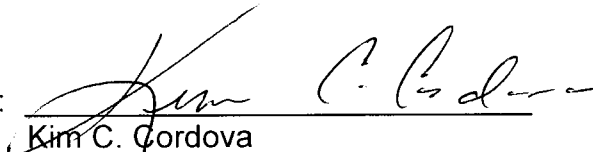
In the event picketing of any other economic activity by the Union or any other union occurs at the Employer's premises, the Union hereby agrees that it will instruct its members to move, transport, and handle, at the Employer's discretion, all perishable commodities for a period of seventy-two (72) 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 and that no production work is being performed by bargaining unit employees.

IN WITNESS WHEREOF, the parties above-named signed their names and/or affixed the signatures of their authorized representative this 7th day of January, 2011.


UNITED FOOD AND COMMERCIAL  
WORKERS UNION, LOCAL #7  
AFL-CIO, CLC

KING SOOPERS, INCORPORATED  
(DENVER MEAT PLANT)

BY:

  
\_\_\_\_\_  
Kim C. Cordova  
President

BY:

  
\_\_\_\_\_  
Stephen J. DiCroce  
Sr. Director – Labor Relations

DATE:

1-7-11

DATE:

1/7/11

## APPENDIX "A"

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

### Rate Determination

Employees hired before March 6, 2005 who remain in their classification after commencement of this Agreement shall be paid in accordance with the "hired and assigned in the bargaining unit prior to March 6, 2005" wage schedule while they remain in that classification.

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

**Rate Determination – Promotions, new hires and new entrants into the bargaining unit:** Employees hired into, or assigned to, or promoted to a different classification, the bargaining unit on or after March 5, 2005 shall be assigned to the "EMPLOYEES HIRED INTO THE BARGAINING UNIT OR ASSIGNED OR PROMOTED ON OR AFTER MARCH 6, 2005" wage scale. Employees who are promoted to a different classification after March 5, 2005 shall not receive a reduction in their hourly rate of pay if when promoted to such classification they are being paid an hourly rate of pay greater than the minimum, unless they are above the "thereafter" hourly rate in which case they will immediately be paid the "thereafter" hourly rate. When such employee is paid less than the "thereafter" hourly rate, prior to receiving an increase in their hourly rate of pay, they must work 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.

**KING SOOPERS APPENDIX "A"  
MEAT PLANT RATES**

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

<b>CLASSIFICATION</b>	<b>Effective 9/9/2007</b>	<b>Effective 12/20/2009</b>	<b>Effective 9/12/2010</b>	<b>Effective 9/11/2011</b>	<b>Effective 9/9/2012</b>
<b>MEAT CUTTERS</b>					
FIRST 1040 HOURS	\$11.30	\$11.30	\$11.30	\$11.30	\$11.30
SECOND 1040 HOURS	\$12.36	\$12.36	\$12.36	\$12.36	\$12.36
THIRD 1040 HOURS	\$13.23	\$13.23	\$13.23	\$13.23	\$13.23
FOURTH 1040 HOURS	\$14.12	\$14.12	\$14.12	\$14.12	\$14.12
FIFTH 1040 HOURS	\$15.01	\$15.01	\$15.01	\$15.01	\$15.01
SIXTH 1040 HOURS	\$15.89	\$15.89	\$15.89	\$15.89	\$15.89
THEREAFTER	\$18.25	<b>\$18.55</b>	<b>\$18.80</b>	<b>\$19.05</b>	<b>\$19.30</b>
LEAD PERSON	\$19.18	<b>\$19.48</b>	<b>\$19.73</b>	<b>\$19.98</b>	<b>\$20.23</b>
<b>SANITATION</b> (EMPLOYED PRIOR TO 8/15/83)					
FIRST 520 HOURS	\$12.27	\$12.27	\$12.27	\$12.27	\$12.27
THEREAFTER	\$13.40	<b>\$13.70</b>	<b>\$13.95</b>	<b>\$14.20</b>	<b>\$14.45</b>
LEAD PERSON	\$13.80	<b>\$14.10</b>	<b>\$14.35</b>	<b>\$14.60</b>	<b>\$14.85</b>
<b>SANITATION</b> (EMPLOYED ON OR AFTER 8/15/83)					
FIRST 520 HOURS	\$10.93	\$10.93	\$10.93	\$10.93	\$10.93
SECOND 520 HOURS	\$11.63	\$11.63	\$11.63	\$11.63	\$11.63
THEREAFTER	\$12.76	<b>\$13.06</b>	<b>\$13.31</b>	<b>\$13.56</b>	<b>\$13.81</b>
LEAD PERSON	\$13.16	<b>\$13.46</b>	<b>\$13.71</b>	<b>\$13.96</b>	<b>\$14.21</b>

<b>CLASSIFICATION</b>	<b>Effective 9/9/2007</b>	<b>Effective 12/20/2009</b>	<b>Effective 9/12/2010</b>	<b>Effective 9/11/2011</b>	<b>Effective 9/9/2012</b>
<b>UTILITY</b>					
FIRST 520 HOURS	\$12.92	\$12.92	\$12.92	\$12.92	\$12.92
SECOND 520 HOURS	\$14.48	\$14.48	\$14.48	\$14.48	\$14.48
THEREAFTER	\$16.55	<b>\$16.85</b>	<b>\$17.10</b>	<b>\$17.35</b>	<b>\$17.60</b>
LEAD PERSON	\$16.95	<b>\$17.25</b>	<b>\$17.50</b>	<b>\$17.75</b>	<b>\$18.00</b>
<b>PROCESSING</b>					
FIRST 520 HOURS	\$12.99	\$12.99	\$12.99	\$12.99	\$12.99
SECOND 520 HOURS	\$14.73	\$14.73	\$14.73	\$14.73	\$14.73
THEREAFTER	\$16.86	<b>\$17.16</b>	<b>\$17.41</b>	<b>\$17.66</b>	<b>\$17.91</b>
LEAD PERSON	\$17.26	<b>\$17.56</b>	<b>\$17.81</b>	<b>\$18.06</b>	<b>\$18.31</b>
<b>WRAPPER</b>					
FIRST 520 HOURS	\$13.28	\$13.28	\$13.28	\$13.28	\$13.28
SECOND 520 HOURS	\$13.79	\$13.79	\$13.79	\$13.79	\$13.79
THEREAFTER	\$15.14	<b>\$15.44</b>	<b>\$15.69</b>	<b>\$15.94</b>	<b>\$16.19</b>
LEAD PERSON	\$15.54	<b>\$15.84</b>	<b>\$16.09</b>	<b>\$16.34</b>	<b>\$16.59</b>
<b>SPECIAL PROCESSOR</b>					
FIRST 520 HOURS	\$13.05	\$13.05	\$13.05	\$13.05	\$13.05
SECOND 520 HOURS	\$14.80	\$14.80	\$14.80	\$14.80	\$14.80
THEREAFTER	\$16.92	<b>\$17.22</b>	<b>\$17.47</b>	<b>\$17.72</b>	<b>\$17.97</b>
LEAD PERSON	<b>\$17.32</b>	<b>\$17.62</b>	<b>\$17.87</b>	<b>\$18.12</b>	<b>\$18.37</b>

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

<b>CLASSIFICATION</b>	<b>Effective 9/9/2007</b>	<b>Effective 12/20/2009</b>	<b>Effective 9/12/2010</b>	<b>Effective 9/11/2011</b>	<b>Effective 9/9/2012</b>
<b>MEAT CUTTERS</b>					
1st 1040 hours worked	\$10.65	\$10.65	\$10.65	\$10.65	\$10.65
Next 1040 hours worked	\$11.15	\$11.15	\$11.15	\$11.15	\$11.15
Next 1040 hours worked	\$11.30	\$11.30	\$11.30	\$11.30	\$11.30
Next 1040 hours worked	\$12.36	\$12.36	\$12.36	\$12.36	\$12.36
Next 1040 hours worked	\$13.23	\$13.23	\$13.23	\$13.23	\$13.23
Next 1040 hours worked	\$14.12	\$14.12	\$14.12	\$14.12	\$14.12
Next 1040 hours worked	\$15.01	\$15.01	\$15.01	\$15.01	\$15.01
Next 520 hours worked	\$15.89	\$15.89	\$15.89	\$15.89	\$15.89
THEREAFTER	\$18.25	<b>\$18.55</b>	<b>\$18.80</b>	<b>\$19.05</b>	<b>\$19.30</b>
LEAD PERSON	\$19.18	<b>\$19.48</b>	<b>\$19.73</b>	<b>\$19.98</b>	<b>\$20.23</b>
<b>SANITATION</b>					
1st 1040 hours worked	\$8.39	\$8.39	\$8.39	\$8.39	\$8.39
Next 1040 hours worked	\$8.89	\$8.89	\$8.89	\$8.89	\$8.89
Next 1040 hours worked	\$9.14	\$9.14	\$9.14	\$9.14	\$9.14
Next 1040 hours worked	\$9.39	\$9.39	\$9.39	\$9.39	\$9.39
Next 1040 hours worked	\$9.69	\$9.69	\$9.69	\$9.69	\$9.69
Next 1040 hours worked	\$10.13	\$10.13	\$10.13	\$10.13	\$10.13
Next 1040 hours worked	\$10.93	\$10.93	\$10.93	\$10.93	\$10.93
Next 520 hours worked	\$11.63	\$11.63	\$11.63	\$11.63	\$11.63
THEREAFTER	\$12.76	<b>\$13.06</b>	<b>\$13.31</b>	<b>\$13.56</b>	<b>\$13.81</b>
LEAD PERSON	\$13.16	<b>\$13.46</b>	<b>\$13.71</b>	<b>\$13.96</b>	<b>\$14.21</b>

<b>CLASSIFICATION</b>	<b>Effective 9/9/2007</b>	<b>Effective 12/20/2009</b>	<b>Effective 9/12/2010</b>	<b>Effective 9/11/2011</b>	<b>Effective 9/9/2012</b>
<b>UTILITY</b>					
1st 1040 hours worked	\$10.13	\$10.13	\$10.13	\$10.13	\$10.13
Next 1040 hours worked	\$10.63	\$10.63	\$10.63	\$10.63	\$10.63
Next 1040 hours worked	\$11.13	\$11.13	\$11.13	\$11.13	\$11.13
Next 1040 hours worked	\$11.63	\$11.63	\$11.63	\$11.63	\$11.63
Next 1040 hours worked	\$12.13	\$12.13	\$12.13	\$12.13	\$12.13
Next 1040 hours worked	\$12.63	\$12.63	\$12.63	\$12.63	\$12.63
Next 1040 hours worked	\$12.92	\$12.92	\$12.92	\$12.92	\$12.92
Next 520 hours worked	\$14.48	\$14.48	\$14.48	\$14.48	\$14.48
THEREAFTER	\$16.55	<b>\$16.85</b>	<b>\$17.10</b>	<b>\$17.35</b>	<b>\$17.60</b>
LEAD PERSON	\$16.95	<b>\$17.25</b>	<b>\$17.50</b>	<b>\$17.75</b>	<b>\$18.00</b>
<b>PROCESSING</b>					
1st 1040 hours worked	\$10.13	\$10.13	\$10.13	\$10.13	\$10.13
Next 1040 hours worked	\$10.63	\$10.63	\$10.63	\$10.63	\$10.63
Next 1040 hours worked	\$11.13	\$11.13	\$11.13	\$11.13	\$11.13
Next 1040 hours worked	\$11.63	\$11.63	\$11.63	\$11.63	\$11.63
Next 1040 hours worked	\$12.13	\$12.13	\$12.13	\$12.13	\$12.13
Next 1040 hours worked	\$12.63	\$12.63	\$12.63	\$12.63	\$12.63
Next 1040 hours worked	\$12.99	\$12.99	\$12.99	\$12.99	\$12.99
Next 520 hours worked	\$14.73	\$14.73	\$14.73	\$14.73	\$14.73
THEREAFTER	\$16.86	<b>\$17.16</b>	<b>\$17.41</b>	<b>\$17.66</b>	<b>\$17.91</b>
LEAD PERSON	\$17.26	<b>\$17.56</b>	<b>\$17.81</b>	<b>\$18.06</b>	<b>\$18.31</b>

<b>CLASSIFICATION</b>	<b>Effective 9/9/2007</b>	<b>Effective 12/20/2009</b>	<b>Effective 9/12/2010</b>	<b>Effective 9/11/2011</b>	<b>Effective 9/9/2012</b>
<b>WRAPPER</b>					
1st 1040 hours worked	\$10.13	\$10.13	\$10.13	\$10.13	\$10.13
Next 1040 hours worked	\$10.63	\$10.63	\$10.63	\$10.63	\$10.63
Next 1040 hours worked	\$11.13	\$11.13	\$11.13	\$11.13	\$11.13
Next 1040 hours worked	\$11.63	\$11.63	\$11.63	\$11.63	\$11.63
Next 1040 hours worked	\$12.13	\$12.13	\$12.13	\$12.13	\$12.13
Next 1040 hours worked	\$12.63	\$12.63	\$12.63	\$12.63	\$12.63
Next 1040 hours worked	\$13.28	\$13.28	\$13.28	\$13.28	\$13.28
Next 520 hours worked	\$13.79	\$13.79	\$13.79	\$13.79	\$13.79
THEREAFTER	\$15.14	<b>\$15.44</b>	<b>\$15.69</b>	<b>\$15.94</b>	<b>\$16.19</b>
LEAD PERSON	\$15.54	<b>\$15.84</b>	<b>\$16.09</b>	<b>\$16.34</b>	<b>\$16.59</b>
<b>SPECIAL PROCESSOR</b>					
1st 1040 hours worked	\$10.13	\$10.13	\$10.13	\$10.13	\$10.13
Next 1040 hours worked	\$10.63	\$10.63	\$10.63	\$10.63	\$10.63
Next 1040 hours worked	\$11.13	\$11.13	\$11.13	\$11.13	\$11.13
Next 1040 hours worked	\$11.63	\$11.63	\$11.63	\$11.63	\$11.63
Next 1040 hours worked	\$12.13	\$12.13	\$12.13	\$12.13	\$12.13
Next 1040 hours worked	\$12.63	\$12.63	\$12.63	\$12.63	\$12.63
Next 1040 hours worked	\$13.05	\$13.05	\$13.05	\$13.05	\$13.05
Next 520 hours worked	\$14.80	\$14.80	\$14.80	\$14.80	\$14.80
THEREAFTER	\$16.92	<b>\$17.22</b>	<b>\$17.47</b>	<b>\$17.72</b>	<b>\$17.97</b>
LEAD PERSON	\$17.32	<b>\$17.62</b>	<b>\$17.87</b>	<b>\$18.12</b>	<b>\$18.37</b>

**RATIFICATION BONUS:** Effective not 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 Full Time employees, \$500 for top rate Part Time employees, \$400 for employees in wage progression and \$150 for Courtesy Clerks.

Descriptions under classifications are for the general purpose of describing and defining the work to be performed. Nothing herein is to preclude management from reassigning or redistributing work as needs arise. The language is definitive in nature and is not confining and binding in any way.

**Lead Person:** The Employer may designate a Leadperson and his pay shall be forty cents (\$0.40) per hour over the top rate of his regular classification. Leadperson shall not execute written employee disciplinary actions.

**Boner and Meat Cutter:** Cutting, boning, grinding, or preparing all meat, fresh or smoked (beef, veal, pork, lamb, fowl, and rabbits) for immediate human consumption. Operating automated ring knives, manually operated knives, receiving of all carcass meat (beef, veal, lamb) cooler operation of breaking carcasses, dumping carcass meat for saw operator, operates pork chop slicing machine, operating cleaver and dicing equipment, netting of product, knife sharpening. A Meat Cutter shall be paid a premium of forty cents (40¢) per hour for all hours he is assigned to and operates the Bull Saw. Performs other duties as assigned.

**Special Processing:** Grinding and chopping of boneless beef, batching and preparing hamburger and sausage for grinding, pulling beef trim, boneless beef, bull and cow meat from combo into V mags, pushing, lifting, sorting. Operates fork lift. Performs other duties as assigned.

**Processing:** Traying of all product, use of chopping machine to make ground product, beef stew machine, cupping of liver, operates cuber and dicer equipment. Operates forklift. Dispenses equipment and knives. Has knowledge of knife sharpening procedures. Performs other duties as assigned.

**Utility:** Stuffing of sausage, operating of all fork lifts, receiving all meat products except carcass meat, scaling and staging operating all floor scales (which includes knowledge of all products) product inventorying, order selecting any fresh or frozen meat products. Running of all Cryovac equipment, overwrapping of meat products, the actual packing off of processed meat into receptacle for shipment.

**Wrapper:** Work allotted to wrapping employees shall be confined to wrapping, weighing, pricing, tagging the packages, packing off into baskets at the end of wrapping machine and related duties as assigned in any department.

**Sanitation:** Disassemble power tools or equipment. Washing and cleaning of all broken down tools, equipment, tables, floors, walls, rails, hooks, V mags, baskets, dollies, conveyors, etc., in meat processing area, sweeping and cleaning (manually or with automatic equipment) in designated areas, emptying of all trash receptacles, unloading of baskets, dollies, and 222 carts from trailers, laundering of gloves, aprons, frocks, etc. Performs other duties as assigned.

The employees shall do clean up work in their individual work station.

**Extra Employee:** Extra or part time employees shall be paid the contract rate in accordance with the job classification.

**New Job Classification:** When a new job is created by the Employer, the Union shall be notified immediately and a wage rate for such job shall be determined by the Employer and the Union. In case of rate dispute, either party may request arbitration.

## **LETTER OF AGREEMENT**

The above named parties hereby agree that within six (6) months following execution of the Principal Agreement and the Meat Plant Supplemental Agreement, the parties shall meet to explore development of an apprenticeship program.

## **LETTER OF AGREEMENT**

The above named parties hereby agree that the Employer retains the right to open for negotiations any portion of the Meat Plant Supplement or the Principal Agreement as it applies to the Meat Plant upon ten (10) days written notice to the Union should the Employer deem it reasonable to make changes to said Supplement or Principal Agreement to address ergonomic concerns raised by OSHA. Failing to reach agreement within forty-five (45) days of said written notice, thereafter the Employer may submit the dispute to final offer interest arbitration by notifying the Union in writing.

Retail meat cutters and meat wrappers out of a Retail Meat Bargaining unit may be temporary assigned by mutual agreement and seniority to the Meat Plant, or another bargaining unit and plant meat cutters and meat wrappers may be assigned to the retail bargaining unit covered by this agreement. At the conclusion of temporary assignment the employee will be returned to their original location.

It is understood that for Northern Colorado, the Boulder, Loveland, Longmont, Greeley and Fort Collins bargaining units, shall be combined into one Floater pool. It is further understood that such store and floater pool shall operate on the same basis as the floater pool operates within the Denver bargaining unit.

**LETTER OF UNDERSTANDING  
BREAK PERIODS . MEAT PLANT**

Pursuant to our discussion on July 19, 1985, King Soopers, Inc. would be agreeable to implementing an 18 minute total break understanding for our Meat Plant, which includes travel time to and from the break area.

This will be implemented August 12, 1985, but will remain revocable by the Company if it does not substantially resolve the many problems we face regarding break time.

The Company does not concede by this agreement that travel time to and from the break area is not included in the break or rest period language of any of our contracts.

The attached bulletin will be issued upon your execution and return of this letter. I have executed and enclosed an additional original for your records.

The above is hereby agreed to by the parties as follows:

UNITED FOOD AND COMMERCIAL  
WORKERS UNION, LOCAL #7  
AFL-CIO, CLC

KING SOOPERS, INCORPORATED  
(DENVER MEAT PLANT)

BY: \_\_\_\_\_  
(Original Signed by Ilene A. Wolf)

BY: \_\_\_\_\_  
(Original Signed by Stephen J. DiCroce)

DATE: July 10, 2000

DATE: 7/17/00

## **NOTICE TO ALL MEAT PLANT EMPLOYEES**

Effective August 12, 1985, your contractual 15-minute break period will be extended to eighteen (18) minutes by agreement between King Soopers, Inc. and Local No. 7. This 18-minute break period includes travel back and forth to your workstation. Employees will be expected to be back at their workstation, ready to work, 18 minutes from the start of their break.

Violation of this procedure will result in disciplinary action, up to and including discharge.

If this change does not resolve the concerns existent over travel time back and forth to your work station, the company reserves the right to revert back to the contract and its former position in this regard.

**SHIFTS DEFINED**  
**(October 16, 1992)**

This Agreement formalizes the tentative agreement between UFCW Local 7 and King Soopers Meat Plant, dated April 22, 1992 as it applies to the definition of "shifts".

"Shift" for the purpose of this and any other Meat Plant Supplement language using that term, will be defined as follows:

Day Shift: Regular start times between 2:00 a.m. and 9:59 a.m.

Swing Shift: Regular start times between 10:00 a.m. and 5:59 p.m.

Night Shift: Regular start times between 6:00 p.m. and 1:59 a.m.

Reviewed and accepted:

UNITED FOOD AND COMMERCIAL  
WORKERS UNION, LOCAL #7  
AFL-CIO, CLC

KING SOOPERS, INCORPORATED  
(DENVER MEAT PLANT)

BY: \_\_\_\_\_  
(Original Signed by Ilene A. Wolf)

BY: \_\_\_\_\_  
(Original Signed by Stephen J. DiCroce)

DATE: July 10, 2000 \_\_\_\_\_

DATE: 7/17/00 \_\_\_\_\_

Letter of Understanding titled "Break Periods .Meat Plant" dated August 1, 1985 will be expanded to include the Deli Kitchen.

Letter dated May 17, 1988, RE: Utility Classification in Deli Kitchen will be continued during the new Agreement.

IN WITNESS WHEREOF, the parties above-named signed their names and/or affixed the signatures of their authorized representative this \_\_\_\_\_ day of \_\_\_\_\_ 1999.

UNITED FOOD AND COMMERCIAL  
WORKERS UNION, LOCAL #7  
AFL-CIO, CLC

KING SOOPERS, INCORPORATED  
(DENVER MEAT PLANT)

BY: \_\_\_\_\_  
(Original Signed by Ilene A. Wolf)

BY: \_\_\_\_\_  
(Original Signed by Stephen J. DiCroce)

DATE: July 10, 2000

DATE: 7/17/00

## LETTER OF AGREEMENT

### EMPLOYEE BUYOUT

The Employer, at its discretion, may establish a buyout program as follows:

1. Employees with ten (10) or more years of service who elect his buyout by a date determined by the Employer and who work through their release date.
  - a. \$500 per year of service – Part-time employees
  - b. \$1,000 per year of service – Full-time employees
2. Employer retains the right upon notification to the Union to:
  - a. establish offer dates and release dates
  - b. terminate or extend the program
  - c. require employees to sign a waiver and release
  - d. limit the maximum payout under this program to any employee to 20 years of service
3. The employer may limit, by bargaining unit, the number of employees who can take this buyout at each store or facility. If more employees elect than permitted – Go by seniority.
4. Program not subject to Grievance and Arbitration Procedure

The original document was signed by Kevin Schneider on 7/13/06 and Steve DiCroce on 2/10/06.