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**King Soopers
Retail Meat Contract**

(Boulder, Broomfield, Colorado Springs,
Denver, Ft. Collins, Greeley, Longmont,
Loveland, Pueblo)

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AGREEMENT

Between

KING SOOPERS, INC.

A DIVISION OF DILLON COMPANIES, INC.

and

UNITED FOOD AND COMMERCIAL WORKERS,
LOCAL 7

Chartered by the

UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION, AFL-CIO

TERM:

Boulder:

May 10, 1987 through May 5, 1990

Broomfield:

May 10, 1987 through May 5, 1990

Colorado Springs:

July 5, 1987 through July 7, 1990

Denver:

May 10, 1987 through May 5, 1990

Fort Collins:

July 5, 1987 through July 7, 1990

Greeley:

July 5, 1987 through July 7, 1990

Longmont:

June 14, 1987 through June 16, 1990

Loveland:

June 14, 1987 through June 16, 1990

Pueblo:

August 9, 1987 through August 4, 1990

THIS AGREEMENT has been made and entered into by and between King Soopers, Inc., a Division of Dillon Companies, Inc., 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".

WITNESSETH:

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

**ARTICLE 1
RECOGNITION AND UNION SECURITY**

Denver, Colorado

Section 1. The Employer recognizes the Union as the sole collective bargaining representative for all meat cutters, apprentices, wrappers, butcher block sales persons and delicatessen employees, clean-up personnel, including part-time workers who work regularly one (1) day or more a week, employed by the Employer in the meat market or markets owned or operated by the Employer in the metropolitan area of Denver, Colorado (as such area as is shown on the map attached hereto and by this reference made a part hereof) but excluding all store managers, courtesy clerks, office and clerical employees, janitors, parking lot attendants, food clerks, warehouse employees, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act, as amended, and all other employees.

Boulder, Colorado

Section 1. The Employer recognizes the Union as the sole collective bargaining representative for all meat cutters, apprentices, wrappers, butcher block sales persons, and delicatessen employees, clean-up personnel, including part-time workers who work regularly one (1) day or more a week, employed by the Employer in the meat market or markets owned or operated by the Employer in the metropolitan area of Boulder, Colorado, but excluding all store managers, courtesy clerks, office and clerical employees, janitors, parking lot attendants, food clerks, warehouse employees, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act, as amended, and all other employees.

Broomfield, Colorado

Section 1. The Employer recognizes the Union as the sole collective bargaining representative for all meat cutters, apprentices, wrappers, butcher block sales persons, clean-up personnel, including part-time workers who work regularly one (1) day or more a week, employed by the Employer in the meat market or markets owned or operated by the Employer in the metropolitan area of Broomfield, Colorado, but excluding all store managers, courtesy clerks, office and clerical employees, janitors, parking lot attendants, food clerks,

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

Longmont, Colorado

Section 1. The employer recognizes the Union as the sole collective bargaining representative for all meat cutters, apprentices, wrappers, butcher block sales persons, clean-up personnel, including part-time workers who work regularly one (1) day or more a week, employed by the Employer in the meat market or markets owned or operated by the Employer in the metropolitan area of Longmont, Colorado, but excluding all store managers, courtesy clerks, office and clerical employees, janitors, parking lot attendants, food clerks, warehouse employees, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act, as amended, and all other employees.

Loveland, Colorado

Section 1. The employer recognizes the Union as the sole collective bargaining representative for all meat cutters, apprentices, wrappers, butcher block sales persons, clean-up personnel, including part-time workers who work regularly one (1) day or more a week, employed by the Employer in the meat market or markets owned or operated by

the Employer in the metropolitan area of Loveland, Colorado, but excluding all store managers, courtesy clerks, office and clerical employees, janitors, parking lot attendants, food clerks, warehouse employees, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act, as amended, and all other employees.

Colorado Springs, Colorado

Section 1. The employer recognizes the Union as the sole collective bargaining representative for all meat cutters, apprentices, wrappers, butcher block sales persons, and delicatessen employees, clean-up personnel, including part-time workers who work regularly one (1) day or more a week, employed by the Employer in the meat market or markets owned or operated by the Employer in Colorado Springs, Colorado, but excluding all store managers, courtesy clerks, office and clerical employees, janitors, parking lot attendants, food clerks, warehouse employees, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act, as amended, and all other employees.

Fort Collins, Colorado

Section 1. The employer recognizes the Union as the sole collective bargaining representative for all meat cutters, apprentices, wrappers, butcher

block sales persons, and delicatessen employees, clean-up personnel, including part-time workers who work regularly one (1) day or more a week, employed by the Employer in the meat market or markets owned or operated by the Employer in Fort Collins, Colorado, but excluding all store managers, courtesy clerks, office and clerical employees, janitors, parking lot attendants, food clerks, warehouse employees, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act, as amended, and all other employees.

Greeley, Colorado

Section 1. The employer recognizes the Union as the sole collective bargaining representative for all meat cutters, apprentices, wrappers, butcher block sales persons, clean-up personnel, including part-time workers who work regularly one (1) day or more a week, employed by the Employer in the meat market or markets owned or operated by the Employer in Greeley, Colorado, but excluding all store managers, courtesy clerks, office and clerical employees, janitors, parking lot attendants, food clerks, warehouse employees, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act, as amended, and all other employees.

Pueblo, Colorado

Section 1. The employer recognizes the Union as the sole collective bargaining representative for all meat cutters, apprentices, wrappers, butcher block sales persons, and delicatessen employees, clean-up personnel, including part-time workers who work regularly one (1) day or more a week, employed by the Employer in the meat market or markets owned or operated by the Employer in the metropolitan area of Pueblo, Colorado, but excluding all store managers, courtesy clerks, office and clerical employees, janitors, parking lot attendants, food clerks, warehouse employees, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act, as amended, and all other employees.

Section 2. Provided the parties to this Agreement have complied with all State and Federal statutes concerning Union security matters, the provisions of these Sections 2, 3 and 4 shall be applicable.

Section 3. Union Shop. All present employees of the Employer who fall within the bargaining unit, as set forth in Section 1 hereof, shall as a condition of continued employment, be or become members of Local No. 7, UFCW, AFL-CIO, 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.

Section 4. All employees hired after the date of the signing of this Agreement, who fall within the bargaining unit as set forth in Section 1, 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.

Section 5. "Good standing" is interpreted to mean the payment or tendering of initiation fees and periodic Union dues to an authorized agent of the Union.

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 as described in Section 1 hereof within ten (10) days after the receipt of said written request for discharge, unless within said ten (10) day period the delinquent employee pays

or tenders his delinquent initiation fee and/or delinquent Union dues to an authorized agent of the Union.

Section 6. When an employee is hired for a job, or transferred or promoted or demoted into a bargaining unit job as described in Section 1 hereof, the Employer agrees within three (3) days to fill out a mutually agreeable form in triplicate, which advises the employee of his obligation to join the Union. One (1) copy of this form will be given the employee and one (1) copy will be mailed to the Union in a stamped, addressed envelope provided by the Union.

Section 7. 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 bargain unit as described in Section 1 hereof who has furnished the Employer (either directly or through the Union) with an individual written authorization for making such deductions on a form mutually agreed upon between the Employer and the Union. It is understood that the check-off authorization is to be entirely voluntary upon the part of each such individual employee and that any such employee may revoke 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 deductions to the Chief

Executive Officer of the Local Union no later than the twentieth (20th) day of each month.

Section 7.A. The Employer agrees to deduct amounts designated by employees for the Active Ballot Club when the Employer has been furnished an individual written authorization for making such deductions on a form mutually agreed upon between the Employer and the Union. It is agreed that the ABC authorization is to be entirely voluntary upon the part of each individual employee and that any such employee may revoke his ABC checkoff authorization upon giving thirty (30) days written notice to the Employer and the Union.

ARTICLE 2
SERVICE IN MEAT-DELICATESSEN
DEPARTMENTS, PLANTS

Section 8. All work performed in the meat department and delicatessen department will be done by members of the bargaining unit. For the purpose of this Agreement, the meat department is defined as the area occupied by the meat storage rooms, the meat preparation rooms and the service and/or self-service display cases where fresh, smoked, cooked and frozen meats, poultry, fish or sea foods are offered for retail sale. With the exception of poultry products, the pricing of all meat products shall be done on the premises. There shall be no reduction

in hours as a result of poultry pricing off premises.

- A. Bargaining Unit Employees shall perform the work of cutting or preparation of meats that are cut or foods processed or prepared on the premises for immediate human consumption. However, in the event the Employer desires to expand its utilization of retail packaged product, the Union agrees to reopen this Agreement for negotiation of the implementation of this process and further off premise pricing and its effect on bargaining unit members. No such expansion of the use of retail package products shall be implemented absent agreement between the parties.
- B. All fresh, cured, smoked or frozen meat, refrigerated luncheon meats, fish, poultry and rabbits shall be handled by employees within the bargaining unit.
- C. None other than employees covered by this Agreement shall be permitted to perform the cutting or preparation of meat or food in meat departments, meat markets, or delicatessen departments of the Employer, except as set forth below:
 - 1. This does not include the transaction of the check stand.

2. No representative of Management above the level of Head Meat Cutter (except for owners, partners, officers of the Employer) shall perform the work customarily assigned to employees in the bargain unit, except:

a. When a bargaining unit employee who has been scheduled to work fails to report as scheduled.

b. In connection with the instruction or training of an employee or employees.

c. In connection with the opening of a new market.

d. Simple straightening of display cases when meat cutter is not on duty.

e. In the event a member of management performs bargaining unit work, except as allowed above, the Employer shall, on the first (1st) proven offense within a store, pay the senior part-time employee in the store in the work-week in the classification where the violation occurred, for the time spent by the member of management performing bargaining unit work. If there is no part-time employee, pay shall go to the senior full-time employee in the classification in the store at the straight-time rate. In the event of subsequent proven offenses

within the store, within one (1) year of the first (1st) offense, the Employer shall be penalized in the same manner, but there shall be a minimum of thirty (30) minutes paid to the appropriate employee.

f. All Rack Jobbers and Driver Salesmen will make deliveries to the back room at which time it will become bargaining unit work exclusively except as provided in this section (c)(2)(f)(g) and with the exception of beverages and chips which if delivered to the store may be stocked by the vendor. Additionally, all greeting cards may be stocked by Rack Jobbers or Driver Salesmen.

g. Exceptions. All salesmen or rack jobbers may:

1. Set up promotional displays. A promotional display is a temporary display. It is set up because of special promotion allowances, new products, or is situation or season oriented.
2. Stock merchandise during the time period immediately preceding and the two (2) week period after a new store opening or the reopening of a store after a remodeling.
3. The Employer shall be allowed one reset or remodel reset per section, per store per year. The Employer

shall notify the Union as to these resets or remodels. All vendors may rotate stock, check code date and remove out of date or damaged merchandise.

Rack jobbers or diver salesmen who deliver bread or bakery products, dairy products, or magazines, newspapers or paper back books shall be allowed to continue, as they have in the past.

It is understood and agreed that the exceptions provided in this Section are based solely on the type of merchandise sold by the salesman and not the Union or non-union status of the salesman.

h. Penalty For Violations. In the event of a proven violation of Section 2, the Employer will pay to the employee filing the grievance the amount of time spent in such proven violation, but no less than one (1) hour's pay at the employee's regular rate of pay. In the event the Union files said grievance, the pay shall go to the most senior employee working at the store where the violation occurred.

i. Work Jurisdiction. The employer agrees not to subcontract operations currently existing within the stores without bargaining with the Union. It is understood that sanitation work normally performed by employees will continue to be done by employees, but the contracting out of certain special assignments may also be continued, as in

the past.

- D. A Meat Cutter shall be on duty at all times that fresh meat is offered for sale in the market from 6:00 a.m. until 8:00 p.m. daily, except that this requirement shall not apply during meal periods and after 6:00 p.m. where there are no more than two (2) regular full-time Meat Cutters and one (1) part-time Meat Cutter employed in the particular market. A first (1st) year apprentice shall not be assigned to work alone, except during lunch hours, break periods, or in markets where only one (1) Journeyman Meat Cutter is scheduled for the day.
- E. Courtesy Clerks may assist in clean-up work not involving equipment.

Section 9. It is understood that the cutting of all retail cuts of fresh meat offered for sale will continue to be performed in the market, unless the Employer transfers said work, in which case the following paragraph will be applicable:

If The employer transfers the cutting and fabricating of retail cuts of fresh meats presently being performed in its retail store or stores, covered by this Agreement to a location or locations outside of said retail store or stores, The Employer will continue to recognize the Union as the bargaining

agent for the meat cutters, apprentices and wrappers employed by the Employer in the cutting and fabricating of retail cuts of fresh meat, and the seniority rights provided in Article 11 of this Agreement shall continue to apply throughout the bargaining unit, including said new location or locations of the Employer.

Section 9.1. Butcher Block sales person assigned to a meat or specialty department, shall not perform work involving the cutting or processing of any retail meat product prior to its being case ready.

Butcher Block sales person assigned to a separate Seafood Department (within a store) may prepare all seafood items for said department.

Section 10. No retail employee shall be required to maintain restrooms.

ARTICLE 3 RIGHTS OF MANAGEMENT

Section 11. 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 4
OVERTIME AND HOURS

Section 12. The workweek shall coincide with the calendar week.

Forty (40) hours to be worked in any five (5) eight (8) hour days shall be the basic workweek for regular full-time employees.

A regular full-time employee is described as an employee who has been hired as such or scheduled or worked for four (4) consecutive weeks in his home store, except for employees hired as or advanced to a full-time schedule between June 1 and September 15 and between November 15 and January 15. If the employee who has worked the four (4) forty (40) hours weeks is not the senior employee who has expressed his desire for full-time status, as set forth in Article 11, Section 31, such employee shall remain in part-time status, and the senior qualified employee in that classification who has expressed his desire for full-time status shall be changed to full-time status.

When a holiday week is one of the four (4) consecutive weeks, hours paid for the holiday (not worked) will count in determining if an employee has met the four (4) week, forty (40) hour requirement.

An employee who has achieved that status of regular full-time shall retain

that status unless he is scheduled for, or worked less than, forty (40) hours per week for twelve (12) consecutive weeks, at which time he shall be reclassified as part-time.

A full-time employee who has requested and has been assigned a part-time schedule shall immediately be classified as part-time.

Section 13. Overtime compensation at the rate of time and one-half (1 1/2x) the employee's base hourly rate of pay shall be paid under the following conditions:

- a. For all time worked in excess of eight (8) hours in any one (1) day.
- b. For all time worked in excess of forty (40) hours in any one (1) workweek as described above.

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

Section 14. The Head Meat Cutter will post the work schedule in ink for the following week in each market not later than 9:00 a.m. on Friday. This schedule shall include the employee's first initial and last name. This work schedule will not be changed by Management for that particular workweek except where the change is predicted on

circumstances beyond the control of Management such as, but not limited to, sickness, injury, wide fluctuations in volume, Acts of God. Such up to date work schedules are to be posted weekly. This clause shall not be construed as preventing Management from calling in employees for extra work outside of the posted schedule, from requiring overtime work outside of the posted schedule or from bringing in additional employees where it appears advisable in the opinion of Management.

Any changes in the work schedule will be reflected on the posted schedule at the time the change is made.

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

Regular full-time employees shall be scheduled for at least forty (40) hours of work to be preformed in five (5) days 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 (exclusive of the holiday) during a week in which a holiday occurs, unless reduced in accordance with seniority.

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

call-in.

No regular employee shall be scheduled for less than sixteen (16) hours in a workweek, if the employee is available. 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.

Section 15. It is understood and agreed that overtime compensation shall not be paid twice for the same hours of overtime work.

Section 16. Lunch Periods. Each employee who is scheduled to work in excess of five (5) hours in a day shall receive, on his own time, a one (1) hour lunch period, or, upon mutual agreement between the employee and the Employer, a one-half (1/2) hour lunch period at approximately the middle of his workday.

Individual employee's change of lunch period from one (1) hour to one-half (1/2) hour, or vice versa, shall occur only at the beginning of a new work schedule. There shall be no daily split shifts.

Employee's scheduled lunch periods will be set forth on the schedule, but the parties recognize it may be

necessary to alter the lunch period schedule due to the needs of the business.

In a market where a Meat Cutter on duty at all times is required, a full shift Meat Cutter working alone, and not given a lunch break, shall be schedule for a minimum of nine (9) hours of work and pay, which will include eating lunch and break periods on the Employer's time.

**ARTICLE 5
SUNDAY WORK**

Section 17. The premium rate for work performed on Sunday as such shall be one and one-fourth times (1 1/4x) the employee's regular straight-time rate of pay. The Sunday premium, for hours worked up to eight (8), shall in no instance be offset against any weekly overtime which may be due under subparagraph (b) of Section 13 because of the fact that the employee worked over forty (40) hours in the particular workweek. The Sunday premium shall not be averaged into the employee's straight-time rate for the purpose of determining the rate upon which daily or weekly overtime is based in any workweek under Section 27 hereof.

Sunday Scheduling shall be on a voluntary basis. Should the Employer be unable to obtain enough volunteers, employees in the reverse order of seniority within the job assignment

shall be required to work.

**ARTICLE 6
TRAVEL PAY**

Section 18. When an employee is transferred from one store to another store during his workday, reasonable time spent in traveling between said stores shall be considered as time worked. Assigned travel between stores in the employee's personal vehicle shall be reimbursed in the amount of twenty cents (20¢) per mile, exclusive of travel to and from the employee's home. No employee will be required to use his personal vehicle to conduct company business.

**ARTICLE 7
STORE MEETINGS**

Section 19. All time spent by an employee actually attending any store meeting where his attendance is required by the Employer shall be counted as time worked with a minimum of two (2) hours at the applicable rate of pay when an employee is called back for such a meeting. In the event the employee is required to attend more than two (2) meetings per calendar year, the call-in provisions of Article 4, Section 14 shall apply.

**ARTICLE 8
NIGHT PREMIUM**

Section 20. Each week, the Employer

will alternate the schedules within a classification within each store after 6:00 p.m., so that such work may be evenly divided as far as it may be practical. The above shall not apply to employees who, of their own volition, want to work the hours after 6:00 p.m..

A premium of fifty cents (50¢) per hour shall be paid for all work performed between the hours of 12:00 midnight and 6:00 a.m. to all employees. Employees whose shifts are scheduled to end at 6:00 p.m. need not be paid any premium under this Section, even where it is necessary for them to remain on the job for a short period in order to complete their work, provided that such additional period does not exceed fifteen (15) minutes.

Night premiums shall not apply where an employee is working at overtime or on a holiday.

ARTICLE 9 BREAK PERIODS

Section 21. The Employer will give employees a break period of fifteen (15) minutes in their shift before the meal period and in their shift after the meal period.

ARTICLE 10 HOLIDAYS

Section 22. All employees 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, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day

All regular employees shall be entitled to two (2) personal holiday which must be requested two (2) weeks in advance and approved by the Store Manager. To be eligible for personal holidays during each calendar year, an employee must be on the payroll as of January 1 of each year. Personal holidays must be taken during the respective calendar year. An employee whose employment terminates prior to his having taken his personal holidays shall not be entitled to holiday pay in lieu thereof.

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 the employee's scheduled day off, he shall be paid eight (8) hours at straight-time as pay for the unworked holiday.

Holiday pay for part-time employees who have completed their probationary period, and who otherwise qualify shall

be based on the number of hours worked in the calendar week immediately prior to the week in which the holiday occurs, divided by five (5). Provided the employee actually performs work in the calendar week immediately prior to the holiday week (unless on vacation, or receiving sick pay for time not worked during such week, or during the first thirty (30) days of an absence for which an employee is receiving Workmen's Compensation), the employee shall not receive less than three (3) hours holiday pay.

The Employer will not reschedule the hours of work in the workweek immediately prior to the workweek in which the holidays occur in order to defeat the purpose of this Agreement.

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 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.

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.

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 in each store a holiday volunteer work list. An employee desirous of working the upcoming holiday, in the job assignment which he normally performs, shall sign such list no later than the 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 store and department, and provided the employee normally performs the work required. Should the Employer not be able to staff his schedule requirements through this procedure, qualified employees shall be assigned to the remaining available schedules by reverse seniority and ability within their respective classifications within each department and store. Nothing herein shall be construed to require pay for time not worked.

Section 23. When a holiday falls on Sunday, the following day shall be observed. Employees who work on a holiday shall be paid at the rate of one and one-half times (1 1/2x) the rate of their hourly rate of pay in addition to

the holiday pay set forth above.

ARTICLE 11
SENIORITY

Section 24. Length of continuous service in the employ of the Employer shall govern in layoffs and rehires within a particular classification in the bargaining unit as described in Article 1, Section 1, whenever the ability of the employees involved is substantially equal.

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 shall then date back to the first (1st) day of said thirty (30) calendar day probationary period. This probationary period may be extended an additional thirty (30) calendar days by mutual agreement between the Employer and the Union.

Seniority shall terminate for any of the following reasons:

- a. Voluntary quitting.
- b. Overstaying a granted leave of absence or vacation.
- c. 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.
- d. Discharge for just cause.
 - e. Continuous layoff for a period in excess of twelve (12) months.

Bargaining unit seniority lists shall be provided to the Union on no more than two (2) occasions during the calendar year, upon request by the Union.

Section 24.1. Seniority of Transferred Employees. Employees transferring into the bargaining unit shall have no seniority rights during the thirty (30) calendar-day period immediately following such transfer. Upon completion of such calendar thirty (30) day period, all seniority acquired since the most recent hire date of the employee while in the employ of the Company, shall be fully restored to the employee to be used for whatever purpose of rights he or she is otherwise entitled.

Section 25. Layoff Procedure. When a reduction in the work force is necessary, as opposed to a reduction in hours, the following procedure shall be used:

1. A regular full-time employee being

laid off may displace the shortest service regular full-time within his classification within the bargaining unit. The regular full-time employee so displaced may displace the shortest service part-time employee in the same classification in the bargain unit. In the event there is no less senior employee performing work in the same classification, this displaced employee may displace the least senior employee in a lower classification in which he previously performed six (6) months of service in the classification for the Employer.

2. A part-time employee being laid off may displace the shortest service part-time employee within his classification within the bargaining unit.
3. Any employee with displacement rights under the procedures above shall be allowed to take a layoff in lieu of displacing any employee.
4. It is understood that, in any event, only a more senior employee can displace another employee under the procedure.
5. (King Soopers Only: No retail store employee shall displace any employee in the meat plant unless such employee has at least twelve

(12) months experience in that meat plant classification with King Soopers.)

6. It is understood that seafood and specialty meat employees subject to the layoff procedures, as set forth in Section(s) one (1) through five (5) above may exercise their seniority rights only within their department, unless such employee is assigned to a combination department in which event such employee may exercise his seniority over the least senior employee within the butcher block classification.

Laid off employees, and employees who accept a job in a lower classification in lieu of layoff, shall be recalled as needed, in order of seniority, to jobs they are qualified to perform. The Employer shall not hire a new employee or promote an existing employee into a position for which a laid off employee or employee who accepts a job in a lower classification is qualified and available to perform. Journeymen and apprentice meat cutters will be considered one classification for the purpose of layoff.

An employee accepting a layoff rather than accepting a job in a lower classification may inform the Employer in writing at the time of the layoff of his desire to be recalled to a lower classification which was not available

at the time of his layoff, and such notification shall be honored when a vacancy occurs. The notice shall specify the lower classification to which the employee desires recall. It is understood that any employee on layoff from the classification where the vacancy occurs shall have preferential rights to such vacancy.

Except under the provisions of this Section, no employee shall be demoted from a higher classification within the bargaining unit without just cause, which includes business need.

Section 26. Recall Procedure. Laid off employees shall be recalled as needed, in the order of seniority, to jobs in the classification from which they were laid off. The Employer shall not hire a new employee into a classification in which there are laid off employees at that time. The Employer shall offer recall to a job in the classification from which an employee was laid off prior to promoting another employee into that classification.

A full-time employee accepting recall to a part-time position shall immediately be reclassified to part-time status. Similarly, a part-time employee recalled to a full-time position shall be reclassified to full-time status.

Section 27. In the event of errors in the making of schedules, scheduling

of additional hours or reductions in hours, the employee must call the error to the attention of management by noon Saturday following the posting of the schedule. Failure by the employee to point out the violation by noon Saturday will limit the remedy to scheduling the affected employee, on the next week's schedule, the number of hours lost. These hours shall not have any effect on the normal schedule for that week.

Section 28. No employee shall be discharged without just and sufficient cause.

Section 29. Transfers from store to store shall not be made or denied for capricious, arbitrary or discriminatory reasons. Full-time employees desiring a transfer to another store within the bargaining unit in order to be nearer their residence may indicate their desire for transfer in writing to the person designated by the Employer. Such transfer requests will be considered at the time an opening occurs within their classification and status.

Section 30. Reduction in Hours. When a reduction in hours is necessary within the store, as opposed to a layoff in the workforce, hours will be reduced from employees in the affected classification who have not requested additional hours in writing as set forth elsewhere in this Agreement, before any reduction shall occur in the employee group which has requested additional

hours.

If, after all part-time employees in the affected classification in the store have either had their hours reduced to twenty-four (24) or have been laid off, it is still necessary to reduce hours in the store, the least senior full-time employee in the store must have his hours reduced to twenty-four (24) before the hours of any other full-time employee in the affected classification are reduced. Any floater hours scheduled in that store may be claimed by the most senior full-time employee in that store who has had his hours reduced below forty (40) in the classification in which the floater hours are available.

Full-time employees who have been reduced to part-time shall, in their fifth (5th) consecutive week of such reduced hours, be allowed to exercise their seniority to claim the schedule of the least senior full-time employee in the bargaining unit within their Retail Meat classification whose work they are qualified to perform. Such requests must be made to the Store Manager prior to the posting of the following week's schedule. It is understood that the employee may exercise this right between the fifth (5th) and eleventh (11th) week of reduction.

The least senior employee whose schedule is claimed under this Section shall immediately be assigned the

schedule of the claiming employee.

Section 31. Full-Time Request List.

For retail stores, there shall be established a "full-time request" list. This shall be made up of the names of employees in the retail stores in the bargaining unit who have made written request during the first fifteen (15) days in January (to be effective from the first (1st) workweek in February until the first (1st) workweek in August) or on the first (1st) fifteen (15) days in July (to be effective from the first (1st) workweek in August until the first (1st) workweek in February) of each year in which they state their wish to receive a full-time assignment, regardless of the hours or shift. Such written request shall be submitted to the designated Employer representative. This request shall remain in effect until the following request period or until assigned full-time.

When an employee who has been assigned full-time status schedule for the immediately preceding twelve (12) or more weeks is terminated because of quit of discharge, or is transferred by the Employer, or when a new position of full-time is created within an existing store, the job vacancy created by such quit, discharge, transfer or new job creation shall be filled by assignment of the most senior qualified employee in the same classification as the job vacancy who has signed the then-current "full-time request" list, when it is

deemed necessary to fill the vacancy. When the new assignment is within ten (10) miles of the store in which the employee is working, the employee so assigned shall be required to fill the new assignment regardless of hours, shift or store location within the bargaining unit. In the event the new assignment is to a store more than ten (10) miles from the store in which the employee is working, the employee may refuse the new assignment, but must so advise the Employer at the time the assignment is offered. It is understood, however, each employee who has made written request for a full-time assignment retains the right to revoke such request by written notice submitted to the designated Employer representative at any time prior to the time he is offered such full-time assignment. If an employee revokes such request, that employee cannot renew his request until the next regular request period.

This Section is intended to maximize the number of hours a senior employee can work, up to and including forty (40) hours per week, but shall not be construed to be a guaranteed workweek.

The Employer will send the Union a copy of the "full-time request" list, no later than March 1st and September 1st of each calendar year.

Section 32. Additional Hours.

Additional hours are those created by

increased schedules, terminations or transfers within the classification which the Employer deems necessary to fill.

When it is necessary to work additional hours, the additional hours shall be assigned to employees in the same classification in the store who are scheduled for less than forty (40) hours in the week, in the order of seniority, provided the employee possesses the ability and skill to perform the work required and provided the employee is available to work the necessary hours and has notified the Department Head in writing of his desire for additional hours. Such written notification shall be furnished to the Department Head no later than the close of business on Wednesday to be implemented on the following week's schedule. Nothing herein shall be construed to require the scheduling of additional hours for any employee which will provide him more than forty (40) hours in a week, or five (5) days of work.

The employee being assigned the additional hours shall not have the right to accept such hours in part, but shall be obliged to accept the entire weekly schedule as written. It is understood, however, each employee who has made written request for additional hours may revoke such request by written notice to the Department Head no later than the close of business on Wednesday of the week preceding the week

involved.

Written requests shall remain in effect until forty (40) hours is achieved or such request is revoked. Written requests are not transferable from store to store.

It is understood and agreed the Employer retains the right to require hours of work even though an employee has not requested additional hours.

Section 32. A. The scheduling of part-time employees or full-time employees working reduced hours shall be by seniority within their department and store schedules up to eight (8) hours per day or forty (40) hours per week. The Employer shall maximize the straight-time daily and weekly work schedules (including Sunday) of each employee based on the hours as determined and scheduled by management. The only exception to this would be when a more senior part-time employee has requested to work less hours than their seniority entitles them. This request must be submitted to the department manager in writing. The average of all meat department part-time employees by store and classification shall not be less than twenty (20) scheduled work hours per week (including paid holidays, sick pay, jury pay and funeral pay) exclusive of part-time employees whose availability temporarily limits them to less than the minimum hours as provided above. It is understood that the twenty

(20) hours average shall apply only to markets employing two (2) or more part-time employees in any classification.

Section 33. Employees who have requested additional hours or full-time status, in writing, as set forth above, shall have until noon on the Saturday following posting of the schedule to take issue with that schedule or his right to take issue shall be waived. Should he raise such issue in timely fashion and should it not be resolved, it shall be subject to the grievance procedure set forth elsewhere in this Agreement. It shall be the responsibility of each employee to make himself aware of the schedule and any changes made therein.

Full-time scheduled vacancies shall be filled as defined elsewhere in this Agreement.

The Employer agrees not to schedule two (2) part-time employees in the same classification back to back each day in their weekly schedules within an individual market or delicatessen where it is possible to combine their total posted weekly schedules so that one (1) full-time employee can be used.

UNSCHEDULED OVERTIME HOURS. Daily overtime not previously scheduled shall be offered in seniority order within the department, the classification, and the store to the employees present when the need for overtime arises. Nothing

herein shall be construed to require the scheduling of overtime when another employee's scheduled hours can be extended, or part-time employees may be called in without overtime penalty. Hours unclaimed under this procedure may be assigned in reverse order of seniority among those employees within the department within the classification within the store present when the need for overtime arises.

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

Section 34. Retail Promotions. When any employee is promoted to a higher classification, he shall be on probation for a period of thirty (30) days. An employee disqualified during the probationary period shall be returned to his old classification.

A promotion is an assignment to a classification which has a higher top rate than the classification being vacated.

The Employer agrees to make promotion to lesser qualified jobs than First Cutter and Assistant Deli Manager to the most senior qualified employee. The employee shall make such desire known to the Employer in writing. Seniority shall prevail throughout the entire

number of stores of the Employer in the area covered by this Agreement.

Nothing herein shall be construed to prohibit the Employer from hiring into a Journeyman or top rate position should the Employer deem it necessary.

FLOATERS. A "Floater" is a Meat Cutter or Wrapper who an Employer regularly assigns to work in more than one store.

No Employer shall have any obligation to use Floaters at any time. If an Employer elects to use floaters it shall be done in accordance with the following general principles:

1. When an Employer determines there are hours necessary to be scheduled for floaters, the seniority of floaters shall be honored, first in the weekly scheduling of floaters to the fewest number of stores as is practicable, and, secondly, in scheduling a floater the greatest number of hours (up to 40) in a week as is practicable.
2. The Employer may schedule floaters by district or by bargaining unit.
3. Any full-time Meat Cutter or Wrapper reduced to less than forty (40) hours for more than four (4) consecutive weeks in his store may notify his store manager of his request to be reassigned with his

classification as a floater. If there are less senior full-time employees receiving forty (40) hours in floater assignments, the employee will be reassigned as a floater the following week. An employee who receives such reassignment waives his right to reassignment at his previous store, should more hours subsequently become available. Full-time floaters desiring non-floating assignments may request same in writing to the person designated by the Employer, and such assignments shall be made in seniority order when such opening occurs.

ARTICLE 12
LAUNDRY AND TOOLS

Section 35. The Employer agrees to furnish all linens or uniforms required by the Employer for use in the markets and delicatessen and to launder same, except for drip dry garments. It is further provided that all hand saw frames and hand saw blades shall be furnished by the Employer. The Employer will also furnish an oil stone in each market for the use of employees in sharpening all hand tools

ARTICLE 13
NO REDUCTION

Section 36. No employee shall have his hourly wage reduced who may now be receiving more than the minimum wage

called for in this Agreement, nor shall his hours be lengthened unless he is properly compensated therefore in accord with the terms of this Agreement, unless otherwise agreed between the parties, and employees shall not be reclassified to defeat the purpose of this Agreement. No employee shall be asked to make any verbal or written agreement that shall conflict with this Agreement in anyway.

ARTICLE 14
NO DISCRIMINATION

Section 37. 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 to be in violation of this Agreement if its members choose to honor any such picket line.

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

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

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 Agreement, the right of seniority shall prevail.

ARTICLE 15 VACATIONS

Section 38. All regular full-time employees and all part-time employees who have worked 1000 or more hours in their anniversary year, covered by this Agreement, shall receive one (1) week of paid vacation after one (1) year of service, and two (2) weeks of paid vacation after two (2) years of service, three (3) weeks of paid vacation after five (5) years of service, and four (4) weeks of paid vacation after twelve (12) years of service; and five (5) weeks of paid vacation after twenty (20) years of service; such vacation to be paid at straight-time rates.

The number of hours for which such employee shall be paid for a vacation week shall be the average number of weekly hours worked during twelve (12) months immediately preceding the employee's anniversary date of employment. 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. 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.

Section 39. Regular full-time employees qualifying for vacation shall not receive less than forty (40) hours of paid vacation for each week of vacation earned, except as set forth in Section 40 below.

Section 40. Continuity of employment for the purpose of this Article shall be considered as unbroken where a lapse of service due to layoff, granted leave of absence, illness or injury shall be less than a total of sixty (60) calendar days during the anniversary year. Employees absent in excess of sixty (60) days during their anniversary year shall have their vacation calculated in a pro rata basis of actual hours worked to two thousand eighty (2,080) hours.

Section 41. The Employer shall pay the employee the vacation pay accrued during the employee's anniversary year prior to the taking of the vacation (if requested in writing at least two (2) weeks in advance of vacation.)

Section 42. The Employer retains the right to determine the number of employees who may be on vacation at any given time. If a dispute arises between employees as to vacation preference, Company seniority within the classification in the market shall govern. For the purposes only of this Section and Article, Journeyman Meat Cutters, First Cutters and Head Meat Cutters shall be considered one (1) classification.

Section 43. Employees who are entitled to more than two (2) weeks of vacation may select to schedule their vacations at two (2) different times during the year in amounts of no less than one (1) week at a time.

Section 44. The Employer will post a roster by December 1st of each year. Employees shall sign the roster as to their preference for vacation, in that year, no later than February 1st.

Section 44a. Prior to May, 1988 employees may receive vacation pay of up to one (1) week in addition to their regular pay, if such employee elects to continue work during his or her normally scheduled vacation period.

ARTICLE 16 VISITATION

Section 45. 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 to not 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 Agreement. The Chief Executive Officer, or his Deputy, may inspect the dues books of employees during working hours.

ARTICLE 17
SHOP CARD

Section 46. The Union Shop Card is the property of the United Food and Commercial Workers, International Union, AFL-CIO, and is loaned to the Employers for display who sign and abide by this Agreement. The Shop Card may be removed from any market by the Chief Executive Officer of Local No. 7 or his deputy for any violation of this Agreement.

ARTICLE 18
BULLETIN BOARD

Section 47. The Employer agrees to furnish a bulletin board for the use of the Union within each store. Material placed upon the bulletin board shall be

restricted to the following types of notices:

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

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

ARTICLE 19 DONATIONS

Section 48. 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 20 TIMEKEEPING

Section 49. 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.

ARTICLE 21

PAY DAY

Section 50. Employees shall receive their pay each week. In case of discharge from employment of any employee, upon request, the final paycheck will be made available within seventy-two (72) hours after the discharge.

ARTICLE 22

GRIEVANCE AND ARBITRATION PROCEDURE

Section 51. Should any dispute or complaint arise over the interpretation or application of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps, and failure to follow the procedures set forth below shall result in forfeiture of the grievance.

Step 1. By conference during scheduled working hours between the Steward, if requested by the employee, the Employer, 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) days of the date of the occurrence of the event which gives rise to the grievance and shall clearly set forth the issues and contentions of the aggrieved party or parties and must reasonably allege a specific violation of an express provision of this Agreement. (In the case of a discharge the time limits shall be fourteen (14) days.) The Employer designee and the Union Business Representative shall meet within ten (10) days after receipt of written notice of the grievance and attempt to resolve the grievance. In the event the Employer designee assigned to handle grievance 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 postponed 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 Store Manager as soon as the employee first has knowledge of such alleged error. In the event the employee has been improperly paid, said payment error shall be corrected on a retroactive basis but not beyond ninety (90) days prior to the date on which the grievance is presented in writing.

Step 3A 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.

Step 3B 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.

Step 3C The arbitrator shall have all the rights, power and duties herein given, granted and imposed upon him; but his award shall not change, alter or modify any of the terms and conditions set forth in this Agreement. The expenses of the impartial arbitrator shall be shared equally by the parties. The arbitrator will issue his decision within thirty (30) calendar days after the close of the proceedings. This thirty (30) day calendar time limit may be extended by mutual agreement between both parties.

Step 3D 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 23
UNION STEWARD

Section 52. The Union shall have the right to designate one (1) Steward per store who shall perform their Steward duties in such a way as not to interfere with the service of the Employer. Such stewards shall have top seniority for the purpose of layoff within their classification in that store. The designated representative of the Employer must be advised in writing by the Union of the name of the steward in the store before the employee will be recognized as a steward.

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 24
NO STRIKE - NO LOCKOUT

Section 53. During the life of this Agreement, there shall be no lockout, strike, picketing, boycotting or stoppage of work.

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

ARTICLE 25
SAVINGS CLAUSE

Section 54. If, during the term of this Agreement, or during any renewal or extension of the same, any Federal or State Law is enacted, or any rule or regulation is issued under any Federal or State Law, which would make compliance by the Union, the Employer, employees, or any of them, with the terms provisions or condition of this Agreement a violation of any of said laws, rules or regulations, then such terms, provisions or conditions shall become inoperative and of no effect from the effective date of any such law, regulation or rule. The remainder of this Agreement not in conflict with any of said laws, rules or regulations shall

continue in full force and effect.

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

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

ARTICLE 26
GENDER

Section 55. Wherever the masculine gender is used in this Agreement, it shall be deemed to include the feminine gender.

ARTICLE 27
TEMPORARY ASSIGNMENTS

Section 56. When an employee is required to perform work in a higher classification, he shall receive the higher rate, based on his experience; but, if required to perform work in a lower classification, he shall retain his regular rate, except in the case of actual demotion, when the employee shall receive pay according to his classification.

Before an employee is scheduled work in a higher classification, all employees who have requested additional hours in that classification in that store shall have their hours maximized.

ARTICLE 28
FUNERAL LEAVE

Section 57. Upon request an employee covered by this Agreement shall be granted the necessary time off with pay at his regular straight-time rate of pay in order to make arrangements for and/or attend a funeral occasioned by a death in his immediate family. Such time off with pay shall in no event exceed three (3) regularly scheduled working days, and the amount of such paid time off actually granted shall normally depend upon the distance involved. The immediate family is defined as the employee's father, mother, spouse, children, step-children residing with the employee, father-in-law, mother-in-law, brother, sister, step-parents or grandparents. Payments shall not be made hereunder where the relative's death occurs while the employee is on vacation or on a leave of absence.

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

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

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

ARTICLE 29

JURY DUTY

Section 58. Whenever any employee covered by this Agreement is required to serve on a petit jury during his regular working hours, the Employer agrees to pay such employee the difference between what he is paid for serving on the jury and what he would have received from the Employer in straight-time pay had said jury duty not prevented him from being at work. On any scheduled work day, the employee shall promptly report to complete any remaining hours of his scheduled work day; provided, no employee shall be required to so report for work on any day on which he has served and been compensated by the Court for at least eight (8) hours' jury duty, nor shall any employee who reports back to work under this Section be required to work more than ten (10) hours, less the number of hours for which served and was compensated for jury duty by the Court on that day.

When the Employer requests an

employee to appear in Court, he shall be compensated at his regular straight-time hourly rate of pay for such time.

The Employer may require a statement from the Court Clerk certifying attendance.

ARTICLE 30
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 31
SICK LEAVE

A. Full-time employees covered by this Agreement who, in their first anniversary year, work two thousand (2,000) hours or more (including vacation and holiday) and who have been continuously employed by their Employer for a period of one (1) year, shall be credited with forty-eight (48) hours of sick leave pay. Employees who in their first (1st) anniversary year work one thousand two hundred and forty-eight (1,248) hours or more (but less than two thousand (2,000) hours) and who have been continuously employed by their

Employer for a period of one (1) year, shall be credited with hours of sick leave with pay on the basis of the total hours worked in their anniversary year divided by two thousand eighty (2,080) hours times forty-eight (48) hours. It is understood that employees shall not be credited with more than forty-eight (48) hours of sick leave credit per anniversary year. Hours worked includes vacation hours.

- B. Unused sick leave shall be cumulative, and after the first (1st) year of continuous employment, full-time employment shall accumulate unused sick leave at the rate of four (4) hours for each month of continuous employment in which they work one hundred sixty (160) hours in a four (4) week month and two hundred (200) hours in a five (5) week month. Employees who work at least one hundred four (104) hours (but less than one hundred sixty (160) hours in a four (4) week month and less than two hundred (200) hours in a five (5) week month) shall accumulate unused sick leave for each month of continuous employment on the basis of total hours worked during the preceding month divided by one hundred sixty (160) hours in a four (4) week month and two hundred (200) hours in a five (5) week month times four (4). Said monthly credit shall not exceed four (4) hours for each

month. Unused sick leave shall not exceed a maximum accumulation of six hundred (600) hours. Hours worked includes vacation hours.

C. 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.

D. For the purpose of this Article one (1) day of pay shall mean eight (8) hours of pay at the employee's regular classification rate for those days which the employee would have worked had the disability not occurred, calculated at straight-time. 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 or eight

(8) 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.

E. Sick leave accrued shall be paid to part-time employees based on hours lost, less waiting days (as set forth in paragraph c) from the most recent work schedule in effect when the absence commenced.

F. Sick leave benefits are not convertible to cash.

ARTICLE 32 LEAVES OF ABSENCE

Sickness, Injury, or Pregnancy.

Leaves of absence without pay for reasonable periods shall be granted by the Employer to employees who have completed three (3) months of service for reasons of bona fide illness or disability. Pregnancy shall be treated as a bona fide illness or disability.

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 other 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.

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

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

All leaves of absence must be requested in writing to the person designated by the Employer, unless the employee is physically disabled to the extent that such advance request is not possible, and shall state: (1) the reasons, (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.

The employee must be qualified to resume his regular duties upon return to work from an approved leave of absence.

A doctor's certificate verifying that the employee is able to resume his normal duties may be required. The employee shall be returned to the job previously held, or to a job comparable with regard to rate of pay no later than on the first weekly schedule made up after the department designated by the Employer has received notice in writing of the employee's availability, provided the Employer received such notice no later than Wednesday immediately prior to the Friday scheduling.

**ARTICLE 33
HEALTH BENEFITS PLAN**

See Appendix "B" (Appendix "B" will be forth coming, at the time of this printing exact language was not available.)

**ARTICLE 34
PENSION FUND**

See Appendix "C" (Appendix "C" will be forth coming, at the time of this printing exact language was not available.)

**ARTICLE 35
HEALTH AND WELFARE OR PENSION
DELINQUENCIES**

Section 64. If the Employer fails to make monthly health and welfare or pension contributions, as set forth herein, he shall be notified by Certified or Registered Mail of his

delinquency, either by the Health and Welfare Administrator or the Pension Plan Administrator, and if said remittance is not paid within ten (10) days, notwithstanding any provision of this Agreement, the Union, without the necessity of giving any other or further notice shall have the right to strike or to take such action as it shall deem necessary until such delinquent payments are made. The Employer hereby waives the requirement of any other notice or notices being given by the Health and Welfare Administrator or the Pension Plan Administrator or by the Union to him or to anyone else other than such notice or notices expressly provided for in this Article.

ARTICLE 36
NON-DUPLICATION OF BENEFITS

Section 65. In the event any law or governmental regulation requires any payment from the Employer for benefits which would replace, supplement or modify the Medical, Surgical and Hospital Service, Dental Plan, Pension Plan, Prescription Plan, Vision Plan or other benefit provided under this Agreement, the amount of such payments shall be deducted from the contributions for such benefits required under the terms and conditions of this Agreement.

ARTICLE 37
STORE OR PLANT CLOSING

Section 66. In the event the Employer closes or sells a store or plant and employees are terminated as a result thereof, such employees are entitled to pay equal to one (1) 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 equals twenty-five percent (25%) of a week's pay.

3-6 months equals fifty percent (50%) of a weeks' pay.

6-9 months equal seventy-five percent (75%) of a weeks' pay.

Over 9 months equal one week's pay.

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

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 secure employment with a contributing Employer in the Pension and

Health and Welfare Trust Funds.

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

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

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

If a store or plant is sold and the successor Employer offers employment to an employee who is otherwise eligible for severance pay under the terms of

this Article and the new job is comparable, then no provisions of this Article shall apply.

The Employer agrees to give to the employees and the Union four (4) weeks' notice in advance of a store or plant closing or sale. When such notice is given, an employee shall remain with the Employer until the plant or store closes, or forfeit his rights under this Article, unless mutually agreed to by the employee, Employer and Union.

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

In the event of a store or plant closing, employees shall be allowed to exercise their seniority under their respective layoff procedures.

ARTICLE 38 WAGES AND CLASSIFICATIONS

Section 67. 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.

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 39
HOURLY RATES

Section 68. During the life of this Agreement, the Employer shall not raise or lower hourly rates of pay except as dictated by the wage scales set forth elsewhere in this Agreement.

ARTICLE 40
COST OF LIVING

Section 69. Effective May 4, 1986, there shall be a cost of living allowance based on the increase in the revised Consumer Price Index for Urban Wage Earners and Clerical workers, published by the Bureau of Labor Statistics, U.S. Department of Labor (1967 = 100) between March, 1985 and March, 1986. For hourly rated employees covered by this Agreement, there shall be a one cent (1¢) per hour adjustment for every full .4 point increase in that index which exceeds an increase of 5.5% in the Index during the period between March, 1985 and March, 1986. It is understood that if the rates of pay for the classification are less than the Journeyman Meat Cutter rate, such classification shall receive the same percentage increase in the cost of living as the Journeyman Meat Cutter.

ARTICLE 41
NEW STORE OPENING

In the event of the opening of a new store within the bargaining unit (not a replacement of an existing store) the following procedure shall apply:

1. At least four (4) weeks prior to the opening of a new store, the Employer will post a sheet in each location for interested employees to sign if desirous of a transfer to the new location. The sheet shall remain posted for at least ten (10) days.
2. Job openings either at the new store or created by transferring employees at their former store shall first be filled by employees on layoff in the classification of the vacancy before any new employees are hired or current employees are promoted.
3. Employees who have signed the new store transfer request sheet shall be given consideration based on their qualifications and the requirements of the store. It is understood that the Employer may move employees from its own competitive stores which may be impacted by the new store opening before consideration of other employee desires.
4. In the event the Employer opens new stores within the geographical area of this Agreement, as set forth in

Article 1, not less than sixty (60) percent of the initial staffing of the new store shall be made by employees covered by this bargaining agreement, if available.

ARTICLE 42
TERM OF AGREEMENT

Section 70. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

THIS AGREEMENT shall be in full force and effect from the _____ and shall remain in full force and effect until Midnight the _____ and shall automatically be renewed from year to year thereafter unless either party desires change or termination at the expiration of said Agreement. In such event the party desiring such change or termination shall notify the other party in writing sixty (60) days prior to the expiration date.

IN WITNESS WHEREOF, the parties above-named have signed their names and/or affixed the signatures of their authorized representatives this _____ day of _____, 1987.

UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL #7

_____ Date

KING SOOPERS, INC.

_____ Date

DENVER, KING SOOPERS, INC. AND
UFCW LOCAL 7
(MEAT AGREEMENT)

APPENDIX "A"

WAGES AND CLASSIFICATIONS. Section

71. The minimum for the indicated classifications shall be as follows, effective on the dates set forth:

Classifications

Head Meat Cutter

Shall be considered the employee responsible for the operation of the market and the union will not recognize any employee as Head Meat Cutter who is not employed full-time in any store covered by this Agreement.

First Cutter

Butcher Block Manager (when designated by the Employer).

Journeyman Meat Cutter

Extra-Full Day

Extra-Less than full day

Apprentice

First six (6) months with a minimum of 1040 hours of actual work experience on the job (64% of Journeyman Meat Cutter Rate)

Second six (6) months with a minimum of 1040 hours of actual work experience on

the job (70% of Journeyman Meat Cutter Rate)

Third six (6) months with a minimum of 1040 hours of actual work experience on the job (75% of Journeyman Meat Cutter Rate)

Fourth six (6) months with a minimum of 1040 hours of actual work experience on the job (80% of Journeyman Meat Cutter Rate)

Fifth six (6) months with a minimum of 1040 hours of actual work experience on the job (85% of Journeyman Meat Cutter Rate)

Sixth six (6) months with a minimum of 1040 hours of actual work experience on the job (90% of Journeyman Meat Cutter Rate)

Section 72. If, in the opinion of management (management means higher management than the Head Meat Cutter) an apprentice is fully qualified to perform the duties of a Journeyman Meat Cutter prior to three (3) years of service with a minimum of six thousand two hundred forty (6,240) hours of actual work experience on the job, the Employer may advance such apprentice to the duties and pay of a Journeyman Meat Cutter.

When apprentices have worked three (3) years, and the equivalent hours as set forth above, they automatically become Journeymen and be paid as such.

During an apprentice's three (3) years training period, he shall be assigned from time to time to all jobs normally done in the particular market.

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

Section 73. In markets where there are three (3) Journeymen or apprentices or more, in addition to the Head Meat Cutter, the Employer may at its sole discretion select a qualified Journeyman to be the First Cutter. A First Cutter need not be replaced while temporarily relieving a Head Meat Cutter or while absent from work.

Section 74. When a Journeyman relieves a Head Meat Cutter for one (1) week or longer, he shall be paid the contract rate of pay for Head Meat Cutter for such time spent in relief.

Section 75. The salary of superannuated members of the Union to be employed by the Employer shall be decided upon between the Employer, the superannuated employee and a representative of the Union.

CLASSIFICATIONS:

Wrapper

First six (6) months with a minimum of 960 hours of actual work experience on the job (53.6% of thereafter rate)

Second six (6) months with a minimum of 960 hours of actual work experience on the job (65% of thereafter rate)

Third six (6) months with a minimum of 960 hours of actual work experience on the job (75% of thereafter rate)

Fourth six (6) months with a minimum of 960 hours of actual work experience on the job (85% of thereafter rate)

Thereafter

Section 76. The work allotted to employees falling in the classifications "wrappers" shall be strictly confined to wrapping, weight, pricing and tagging the packages and clean-up work in this particular department as well as cleaning cases and pans, trayng of rewraps of rewraps, ordering of merchandise, receiving, checking and putting away loads. Wrappers may also be required to stock and rotate cases with fresh meat, cooked and smoked meats and frozen food. Nothing herein shall be construed to limit "Wrappers" from giving service to customers provided such service does not include the sawing or cutting of merchandise.

CLASSIFICATIONS

Clean-Up Personnel
First 520 hours
Second 520 hours
Thereafter

Section 77. Employees assigned as "Clean-up Personnel" shall clean all work areas of the meat and delicatessen departments, including walls, freezer, walk-in box, hold box, cutting room and wrapping area, as well as cleaning blocks, meat and delicatessen cases and disassembled power tools and equipment.

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

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

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

CLASSIFICATIONS

Delicatessen Clerk

First 1040 hours 53.8% of thereafter rate

Second 1040 hours 65% of thereafter rate

Third 1040 hours 75% of thereafter rate

Fourth 1040 hours 85% of thereafter rate

Delicatessen Manager

Employed as Delicatessen Manager after 5/20/77 and directing five (5) or less Delicatessen employees.

Assistant Deli Manager (King Soopers, Inc. only.)

Assistant Deli manager may be designated at the discretion of management and is not a required classification.

A Delicatessen Manager who is being demoted (voluntarily or involuntarily) shall have the option of accepting a Delicatessen Clerk position, or in the case where the Delicatessen Manager previously was a Journeyman Meat Cutter for that Employer, may return to the Meat Department to preserve his rate of pay. Any employee, as of May 1, 1980, who has been demoted and has not had his pay reduced, shall be red circled during the term of this Agreement. A Journeyman Meat Cutter shall not be forced to accept a Delicatessen Manager position which pays a lesser hourly rate of pay than the Journeyman Meat Cutter Rate.

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

Seniority. Delicatessen Clerks and Department Managers will be considered as a separate group for the purpose of applying the Seniority provisions of Article 11.

When a Delicatessen Clerk is assigned by the Employer to assume the duties and responsibilities of the Delicatessen Manager for a continuous period of one (1) week or more, such employee shall be paid the Delicatessen Manager rate of pay for all hours worked while so assigned.

CLASSIFICATION

Butcher Block Sales Person

First six (6) months with a minimum of 960 hours of actual work experience on the job (53.6% of thereafter rate)

Second six (6) months with a minimum of 960 hours of actual work experience on the job (65% of thereafter rate)

Third six (6) months with a minimum of 960 hours of actual work experience on the job (75% of thereafter rate)

Fourth six (6) months with a minimum of 960 hours of actual work experience on the job (85% of thereafter rate)

Thereafter

Seniority. Butcher Block Sales persons will be considered as a separate group for the purpose of applying the seniority provisions of Article 11.

KING SOOPERS
RETAIL MEAT WAGES
BOULDER, BROOMFIELD* & DENVER, COLORADO

*Deli is not included in the Broomfield
Bargaining Unit

CLASSIFICATION	Effective 5/10/87
Head Meat Cutter	\$12.58
First Cutter	\$12.33
Butcher Block Manager	\$12.20
Journeyman Meat Cutter	\$12.20
Apprentice Meat Cutter	
1st 1040 hours	\$ 7.81
2nd 1040 hours	\$ 8.54
3rd 1040 hours	\$ 9.15
4th 1040 hours	\$ 9.76
5th 1040 hours	\$10.37
6th 1040 hours	\$10.98
Butcher Block Sales Person	
1st 960 hours	\$ 5.55
2nd 960 hours	\$ 6.73
3rd 960 hours	\$ 7.76
4th 960 hours	\$ 8.80
Thereafter	\$10.35
Wrapper	
1st 960 hours	\$ 5.55
2nd 960 hours	\$ 6.73
3rd 960 hours	\$ 7.76
4th 960 hours	\$ 8.80
Thereafter	\$10.35

Clean-Up	
1st 520 hours	\$ 4.91
2nd 520 hours	\$ 5.25
Thereafter	\$ 5.44

Snack Bar Clerk	
1st 520 hours	\$ 4.91
2nd 520	\$ 5.25
Thereafter	\$ 5.44

Delicatessen Clerk	
1st 1040 hours	\$ 5.08
2nd 1040 hours	\$ 6.15
3rd 1040 hours	\$ 7.09
4th 1040 hours	\$ 8.04
Thereafter	\$ 9.45

Delicatessen Manager - (Employed
as Delicatessen Manager prior to
5/20/77 and directing more than
five (5) employees.) \$12.20

Delicatessen Manager - (Employed
as Delicatessen Manager after
5/20/77 or directs five (5) or
less employees.) \$10.86

Assistant Delicatessen Manager \$ 9.84

KING SOOPERS
 RETAIL MEAT WAGES
 COLORADO SPRINGS, FORT COLLINGS AND
 GREELEY*, COLORADO

*Deli is not included in the Greeley
 Bargaining Unit

CLASSIFICATION	Effective 7/5/87
Head Meat Cutter	\$12.58
First Cutter	\$12.33
Butcher Block Manager	\$12.20
Journeyman Meat Cutter	\$12.20
Apprentice Meat Cutter	
1st 1040 hours	\$ 7.81
2nd 1040 hours	\$ 8.54
3rd 1040 hours	\$ 9.15
4th 1040 hours	\$ 9.76
5th 1040 hours	\$10.37
6th 1040 hours	\$10.98
Butcher Block Sales Person	
1st 960 hours	\$ 5.55
2nd 960 hours	\$ 6.73
3rd 960 hours	\$ 7.76
4th 960 hours	\$ 8.80
Thereafter	\$10.35
Wrapper	
1st 960 hours	\$ 5.55
2nd 960 hours	\$ 6.73
3rd 960 hours	\$ 7.76
4th 960 hours	\$ 8.80
Thereafter	\$10.35

Clean-Up	
1st 520 hours	\$ 4.91
2nd 520 hours	\$ 5.25
Thereafter	\$ 5.44

Snack Bar Clerk	
1st 520 hours	\$ 4.91
2nd 520	\$ 5.25
Thereafter	\$ 5.44

Delicatessen Clerk	
1st 1040 hours	\$ 5.08
2nd 1040 hours	\$ 6.15
3rd 1040 hours	\$ 7.09
4th 1040 hours	\$ 8.04
Thereafter	\$ 9.45

Delicatessen Manager - (Employed
as Delicatessen Manager prior to
5/20/77 and directing more than
five (5) employees.) \$12.20

Delicatessen Manager - (Employed
as Delicatessen Manager after
5/20/77 or directs five (5) or
less employees.) \$10.86

Assistant Delicatessen Manager \$ 9.84

KING SOOPERS
 RETAIL MEAT WAGES
 LONGMONT AND LOVELAND, COLORADO

CLASSIFICATION	Effective 6/14/87
Head Meat Cutter	\$12.58
First Cutter	\$12.33
Butcher Block Manager	\$12.20
Journeyman Meat Cutter	\$12.20
Apprentice Meat Cutter	
1st 1040 hours	\$ 7.81
2nd 1040 hours	\$ 8.54
3rd 1040 hours	\$ 9.15
4th 1040 hours	\$ 9.76
5th 1040 hours	\$10.37
6th 1040 hours	\$10.98
Butcher Block Sales Person	
1st 960 hours	\$ 5.55
2nd 960 hours	\$ 6.73
3rd 960 hours	\$ 7.76
4th 960 hours	\$ 8.80
Thereafter	\$10.35
Wrapper	
1st 960 hours	\$ 5.55
2nd 960 hours	\$ 6.73
3rd 960 hours	\$ 7.76
4th 960 hours	\$ 8.80
Thereafter	\$10.35

Clean-Up	
1st 520 hours	\$ 4.91
2nd 520 hours	\$ 5.25
Thereafter	\$ 5.44

Snack Bar Clerk	
1st 520 hours	\$ 4.91
2nd 520	\$ 5.25
Thereafter	\$ 5.44

KING SOOPERS
RETAIL MEAT WAGES
PUEBLO, COLORADO

CLASSIFICATION	Effective 8/9/87
Head Meat Cutter	\$12.33
First Cutter	\$12.08
Butcher Block Manager	\$11.95
Journeyman Meat Cutter	\$11.95
Apprentice Meat Cutter	
1st 1040 hours	\$ 7.78
2nd 1040 hours	\$ 8.38
3rd 1040 hours	\$ 8.98
4th 1040 hours	\$ 9.57
5th 1040 hours	\$10.18
6th 1040 hours	\$10.78
Butcher Block Sales Person	
1st 960 hours	\$ 5.58
2nd 960 hours	\$ 6.60
3rd 960 hours	\$ 7.62
4th 960 hours	\$ 8.63
Thereafter	\$10.16
Wrapper	
1st 960 hours	\$ 5.58
2nd 960 hours	\$ 6.60
3rd 960 hours	\$ 7.62
4th 960 hours	\$ 8.63
Thereafter	\$10.16

Clean-Up	
1st 520 hours	\$ 4.92
2nd 520 hours	\$ 5.15
Thereafter	\$ 5.34

Snack Bar Clerk	
1st 520 hours	\$ 4.92
2nd 520	\$ 5.15
Thereafter	\$ 5.34

Delicatessen Clerk	
1st 1040 hours	\$ 5.10
2nd 1040 hours	\$ 6.03
3rd 1040 hours	\$ 6.93
4th 1040 hours	\$ 7.78
Thereafter	\$ 9.28

Delicatessen Manager - (Employed as Delicatessen Manager prior to 5/20/77 and directing more than five (5) employees.)	\$11.95
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Delicatessen Manager - (Employed as Delicatessen Manager after 5/20/77 or directs five (5) or less employees.)	\$10.66
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Assistant Delicatessen Manager	\$ 9.96
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MEAT AGREEMENT

**LETTER OF UNDERSTANDING REGARDING
FULL-TIME OPTIONS**

Effective May 4, 1987, or upon the effective date of outlying contracts.

King Soopers, Inc. and United Food and Commercial Workers Local No. 7 agree to the following understanding regarding reduced full-time meat cutters and meat wrappers employed in the Denver, Boulder, Colorado Springs and Pueblo bargaining units.

All hours scheduled for meat cutters or meat wrappers shall be scheduled with employees within each store. Hours to be scheduled that cannot be assigned to employees within the store shall be assigned to reduced full-time employees within each District Manager's district within the bargaining unit. Such hours shall be assigned in seniority order to reduced full-time employees in that district.

Additional hours that become available after the posted schedule shall be offered within each store to employees who have signed the additional hours list. If such hours cannot be assigned to employees of the store, then such hours may be offered to reduced full-time employees as described above.

It is further understood that in the event all reduced full-time employees

within the district have been scheduled or assigned hours up to forty (40) for that week or reduced full-time hours, that management retains the right to fill such hours through whatever means possible not in conflict with the Collective Bargaining Agreement.

It is understood that nothing in this letter shall require the scheduling of an employee at overtime when an employee is available to work at straight-time.

UNITED FOOD AND COMMERCIAL
WORKERS LOCAL NO. 7

_____ Date

KING SOOPERS, INC.

_____ Date

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6178-0086174f006-02



This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.

Form Approved
O.M.B. No. 1220-0001
Approval Expires 1/31/90

First
~~6883~~ *First*

OCTOBER 26, 1987

DEC 15 1987 - R
JAN 4, 1988

Business Agent
United Food and Commercial Workers
7760 W 38th Avenue Suite 400
Wheat Ridge, CO. 80033

PREVIOUS AGREEMENT EXPIRED
MAY 02, 1987

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

King Soopers Inc Lu 7 *MEAT CONTRACT*

WITH Food and Commercial Workers; U
COLORADO

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD
Commissioner

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print) King Soopers Meat Contract

- 1. Approximate number of employees involved 1,200
- 2. Number and location of establishments covered by agreement 30
- 3. Product, service, or type of business Retail Grocer
- 4. If your agreement has been extended, indicate new expiration date _____

Krissy Shearer Exec. Sec (303) 425-0897
Your Name and Position Area Code/Telephone Number

7760 W. 38TH Ave Wheat Ridge, Co 80033
Address City/State/ZIP Code