

# AGREEMENT

K# 6764  
2,500 lbs

between

Meijer, Inc.

Stores #148, 150, 151, 157, 159

Cincinnati Area

with

United Food and

Commercial Workers Union

Local No. 1099

AFL-CIO, CLC



Effective: October 22, 2000

Expiration: October 8, 2005



LOCAL NO. 1099

## UNITED FOOD AND COMMERCIAL WORKERS UNION

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Dear Member:

Enclosed herewith is a copy of your revised Union Agreement presently in effect with your Employer. The many benefits contained in this Union Agreement are a direct result of many years of contract improvements through the collective bargaining process among the concerted efforts of the affected membership, the Executive Officers and the representatives on behalf of the members of Local No. 1099.

As a member, you should familiarize yourself with the contents of this Agreement in order for you to obtain and receive the many benefits as provided for therein. Keep this Agreement handy so that you can refer to it in the event any questions may arise as to your rights under the Agreement. Should you have any questions regarding any part of this Agreement, please feel free to contact your assigned business representative, and he/she will be happy to assist you whenever and wherever possible.

Every non-union store and non-union employee are a threat to any future improvements in your Union Contract. If you know a person working in a non-union store, please contact your Local Union's Organizing Department (ext. 3040) with pertinent demographic information on this person.

Only regular attendance at Union meetings can you hope to gain the knowledge necessary to win further gains in wages, working conditions and other conditions of employment. General membership meetings are held at 7:00 p.m. on the third Wednesday of January, April, July and October (unless otherwise noted in the Local Union's newsletter), and New Member Orientation Meetings are held promptly at 5:00 p.m. on the third Tuesday of every other month beginning with January (unless otherwise noted in the Local Union's newsletter). These meetings are held at the UFCW Assembly Center, 913 Lebanon Street, Monroe, Ohio.

Remember - it doesn't cost, it pays to belong to the UFCW!

### MEMBERS' RIGHTS

The Court held that an employer's denial of an employee's request that the union steward be present at an investigatory interview, which the employee reasonably believed might result in disciplinary action, constituted a violation of the National Labor Relations Act. This means that an employee has a right to have the union steward present when the employee is being interviewed on a matter which might result in disciplinary action. In the absence of the steward, employees may request any member of the bargaining unit to be present at any investigatory meeting.

The stewards should, therefore, not fear to insist to the employer that they honor the employee's request for representation in such cases. Each steward should advise each member/employee working in the store(s) to request union representation during any employer investigatory interview which could lead to disciplinary action.

Lennie Wyatt, President

Steve Culter, Secretary-Treasurer

United Food & Commercial Workers Union Local No. 1099

## Local 1099 “Mission Statement”

UFCW Local 1099 is a community-based union dedicated to the economic and social well-being of its members, the growth and advancement of the labor movement, and the promotion and practice of union and political democracy. It works to attain contracts with higher wages, better benefits, and increased job security resulting in a higher standard of living, enhanced quality of life, and greater economic security for members and their families.

Local 1099 seeks to: elevate the members' economic and social status through both collective bargaining and legislation; provide assertive, knowledgeable, and professional leadership and representation; protect the rights of the individual member and the union under collective bargaining agreements and the law; ensure a safe and healthy work environment for members at all work sites; maintain and increase unionized market share by aggressively organizing the unorganized who desire the benefits and protections of union representation and collective bargaining; promote democratic ideals so that the voices of the members are heard not only at the negotiating table and within the union, but also at the ballot box and in the legislative process of the larger community; attain decency, equality and fair treatment on the job and in the union; maximize membership participation in all aspects of the union's activities; encourage and develop responsible future leaders for the union; use all lawful means possible to ensure that the rights of the members, the union, and workers in general are protected outside the workplace as well as within it; and provide members with the best union representation possible at the highest level of value received for dues paid.

To accomplish these ends, Local 1099 will utilize all the resources available to modern trade unionism including, but not limited to: collective bargaining and servicing; organizing; politics and legislation; law; research; education; communication; community services; and technology.

Local 1099 shall act with honesty and integrity in all its dealings, honor and maintain traditional trade union principles, and perform its duties in a manner consistent with the values and ethics of working men and women.

**AGREEMENT  
MEIJER STORES  
WITH  
UFCW, LOCAL 1099  
AFL-CIO, CLC  
STORES #148, 150, 151, 157, 159  
CINCINNATI AREA  
OCTOBER 22, 2000 - OCTOBER 8, 2005**

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## AGREEMENT

THIS AGREEMENT is entered into this 22<sup>nd</sup> day of October, 2000, by and between Meijer Stores, hereinafter designated as the "Employer" and the United Food and Commercial Workers International Union, Local 1099, AFL-CIO, CLC, hereinafter known as the "Union."

## PREAMBLE

This Agreement shall constitute the complete and only statement of contractual relationship between the Employer and the Union, and it is specifically agreed that any understandings or practices that may have existed contrary to the specific terms and conditions of this Agreement dated October 22, 2000, prior to October 22, 2000, will be given no force or effect hereafter. The parties further agree that understandings or practices include, but are not limited to, resolutions of conflicts on an informal basis. The Employer and the Union accept the provisions of this Agreement as commitments which they will cooperatively in good faith honor, support, and seek to fulfill. The employees covered by this Agreement agree to work for the Employer in accordance with the terms and conditions specified, and the Employer agrees to maintain the terms and conditions specified herein for the life of the Agreement.

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 or matter not specifically referred to or covered in this Agreement, except for participation in the grievance procedure as specified in the contract, even though such subjects or matters 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, except by mutual understandings.

### Article I - Coverage

The Employer and the Union agree that this Agreement shall apply to and govern the wages, hours and other terms and conditions of employment for employees employed at the Employer's combination Stores #148, 150, 151, 157 and 159 operated as Meijer Stores, within the jurisdiction of the Local Union, but excluding professional and managerial employees, pharmacists, pharmacy technicians, interns, managers, assistant managers, line and department managers, manager trainees, maintenance employees, office clerical and confidential employees, employees of any leased operation, (e.g., Shoe Repair, Barber Shop, Watch Repair, Savings and Loan, Dental Clinics, etc.), security employees and other guards and supervisors as defined in and by the National Labor Relations Act.

## Article II - Union Security and Checkoff

Section 1. The Employer agrees not to enter into any other agreement with any other labor organization during the life of this Agreement with respect to employees covered by this Agreement.

Section 2. It shall be a continuing condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the execution date of this Agreement shall remain members in good standing and those who are not members on the execution date of this Agreement shall, upon completion of their probationary period, become and remain members in good standing in the Union.

It shall also be a continuing condition of employment that all employees covered by this Agreement and hired on or after the date of execution shall, after completing their probationary period, become and remain members in good standing in the Union. For the purposes of the Union Security provision of this section, the execution date of this Agreement shall be considered its effective date.

To be a member of the Union in good standing as required by this section, an employee must tender to the Union the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.

Those employees who maintain a non-union status or change their status to a non-union status and are covered by the terms of this Agreement shall be required to pay as a condition of employment, an initial service fee, monthly (or otherwise) service fees to the Union for the purpose of aiding the Union in defraying cost in connection with the Union's obligations and responsibilities as the exclusive bargaining agent of the bargaining unit herein.

Any employee who is required to be a member of the Union by this section and who fails to render such uniform dues and initiation fees shall not be retained as an employee in the bargaining unit so long as the Union has given written notice to the Company and employee of such failure, and such failure is not cured by the employee within seven (7) days of such notice. The Employer reserves the right to secure new employees from any source whatsoever.

Section 3. The Employer agrees, for the term of this Agreement, to deduct Union dues and/or service fees from the wages of the employees who individually certify in writing authorization for such deduction in a form authorized by law. The Employer agrees, in the case of new Union members, to deduct the Union initiation fee and in the case of a non-member, an initial service fee from the wages of any new or non-member Union employee who certifies in writing authorization for such deduction in a form authorized by law. It is the responsibility of the Union to obtain and deliver to the Employer such written authorization.

The Employer agrees to deduct an amount from the pay of each employee who is a Union member and who executes an appropriate voluntary checkoff authorization for the UFCW Active Ballot Club. Deductions shall be in the amount and at the times specified in the checkoff authorization form signed by the employee. The deduction shall continue for the life of this agreement for those employees who sign UFCW Active Ballot Club checkoff authorization forms unless they are revoked individually and in writing.

The Employer agrees to deliver all sums deducted in this manner to the designated financial officer of the Union, payable to the local Union. The Employer further agrees to advise the local Union office



within fifteen (15) days after information on any permanent transfers, promotions, discharges, or new hires as recorded by the Payroll Department in the corporate offices.

Section 4. The Union agrees to indemnify the Company against any liability received or imposed upon the Company by reason of any action taken by it as directed by Article I and II.

### Article III - Management Rights

The management of the business in all its phases and details shall remain vested in the Employer, except as specifically relinquished herein. The rights of the Employer, the Union, and the employees shall be respected and the provisions of the Agreement for the orderly settlement of all questions regarding such rights shall be observed.

## Article IV - Grievance And Arbitration Procedure

Section 1. Stewards shall be selected by the Union from employees at each building location in accordance with its Bylaws and Constitution.

There will be five (5) stewards per store with no more than one (1) steward per department, other than in Grocery and Service where there will be a maximum of one (1) steward per shift.

Employees in the following job assignments cannot serve as stewards.

Receivers  
Cash Office Bookkeeping Function

Stewards will be given one (1) paid day off per year paid at the fringe day amount as defined in 10.6A 4 to be used in conjunction with Union authorized Steward training conference. This day will be granted upon thirty (30) days written notification to the Labor Relations Department by the Local Union.

Section 2. The Employer shall grant to any accredited full-time Union representative who is an employee of the Union access to the facility for the purpose of administering the terms of the Agreement. Such Union representative shall sign in and out on appropriate sign-in sheets. Neither representatives of the Union nor the steward will be permitted to engage in lengthy discussions with employees which might interfere with the Employer's business. A steward, upon reasonable notice and prior approval of their supervisor or supervisor in charge, may leave their work station for Union business.

Section 3. A grievance is defined as an alleged violation, misinterpretation or misapplication of the express terms of this Agreement. It is mutually agreed that all grievances, disputes or complaints arising under and during the term of this Agreement shall be settled in accordance with the procedure herein.

Section 4. The time elements in the steps established in Sections 5, 6 and 7 below can be shortened or extended by mutual agreement. A grievance not advanced by the Union to the next higher level within the time limit provided shall be deemed withdrawn and as having been settled.

Section 5. A request to process a grievance shall be presented, in writing, on the appropriate form, to the Store Director or Store Director in Charge, within ten (10) calendar days after the event took place that is the basis for the grievance with the exception of wage claims, which are limited to sixty (60) days.

Wage claims shall be defined as, and limited to, the following:

- (a) Overdue progression step increases;
- (b) Incorrect wage rates;
- (c) Computer error;
- (d) Errors in mathematical calculation of wage, or wage rates or failure to pay for holidays, sick pay or vacation;
- (e) Improper recall of laid off employees.

Any grievance not presented and processed in strict accordance with all time limits established in this Article shall not be considered a grievance under this Agreement and the Employer and the Union need not consider or process the dispute in accordance with this Article.

Section 6. Grievance Procedure. Every effort shall be made to adjust all controversies and disagreements in an amicable manner between an employee and his supervisor. Should any grievance matter arise which cannot be resolved between the employee and his supervisor, the parties will resolve the problem through the following procedure:

Step I. The steward, and/or Local Union representative, shall make a formal written request to the Store Director or Store Director in Charge within the time limits established in Section 5 of this Article to discuss a grievance matter.

A conference between the steward and/or the aggrieved employee and a supervisor of the Unit will be held with reasonable promptness. A Union Representative from the Local Union may attend along with a representative from the Company's Labor Relations staff if both parties deem it appropriate.

Any grievance matter resolved by the parties at Step I shall be considered non-precedent setting and without prejudice to the rights of the Employer or the Union in any further grievances that may arise.

Step II. Should the Union be dissatisfied with the Step I answer, a grievance form must be submitted to the Store Director, signed by the aggrieved employee and an accredited full-time representative and employee of the Union, within ten (10) days after the answer is given to the Step I conference.

The grievance form shall indicate: (1) a statement of the grievance and the violation(s) of the agreement alleged; and, (2) the remedy or correction requested. A meeting between an accredited full-time representative of the Union and the management of the Employer will be held within reasonable promptness.

#### Section 7. Grievance Adjustment Board or Arbitration

- (a) Should the Union be dissatisfied with the Step II answer, the Union may submit the grievance to arbitration. If the Union desires to submit the grievance to arbitration, it must give the Employer formal notice of its appeal to arbitration, in writing, within forty-five (45) days from the date the Step II answer was given.
- (b) The Executive Board of the Union shall have the exclusive right to determine whether or not the employee's grievance shall be submitted to arbitration by the Union.
- (c) If the notice of appeal to arbitration is given the arbitrator shall be selected from the rotating panel of seven (7) to ten (10) arbitrators as listed in the letter of understanding dated April 26, 2000.
- (d) The parties agree that the Arbitrator and the arbitration shall be subject to the following:

1. The Arbitrator shall be empowered to rule only on grievances which involve the interpretation or application of this Agreement.
2. The Arbitrator shall not have jurisdiction to add to, detract from, ignore, subtract from or modify any of the terms of this Agreement or written amendments hereof, or to substitute his discretion for that of any of the parties hereto. With respect to discipline or discharge grievances, the Arbitrator shall determine if discharge, discipline or the penalty invoked was for just cause and he shall have the authority to order back pay in whole or in part.
3. It shall be the responsibility of the Arbitrator to render a decision within thirty (30) days of the closing of the case if possible.
4. The responsibility of the cost of the Arbitrator's fees shall be paid by the party against whom the judgment is rendered by the Arbitrator. It shall be the responsibility of the Arbitrator to declare which party is deemed to have lost and, therefore, is responsible for such costs.—If the Arbitrator is unable to make such a determination, the cost will be shared equally by the parties.

Each party shall bear the cost of its own witnesses and representatives.

5. Only one grievance shall be presented to an Arbitrator in any one hearing, unless the parties mutually agree to combine grievances for the same Arbitrator.
6. The Arbitrator's decision on an arbitrable matter within his jurisdiction shall be final and binding upon the parties.

When arbitration has been requested, the parties may agree to present the grievance to the Grievance Adjustment Board. In order to present a grievance to the Grievance Adjustment Board, both parties must agree to utilize this process. The Grievance Adjustment Board shall consist of the Vice President of Labor Relations of the Employer and/or his designee and the President of the Local Union and/or his designee and a neutral third party selected by the Employer and the Union. The neutral third party shall be selected by mutual agreement of the parties. Any costs incurred by the third party shall be shared equally by the parties. The parties may submit evidence, oral arguments, and witnesses at the Grievance Adjustment Hearing. Each member of the Grievance Adjustment Board shall have one (1) vote and upon majority vote the decision of the Grievance Adjustment Board shall be binding. This decision will be deemed to satisfy all parties' request to arbitrate the issue.

Section 8. The Employer shall have the right to discipline or discharge employees for just cause. Any questions surrounding discipline or discharge may be processed by the employee or the Union through the grievance procedure. Grievances concerning discharges shall proceed immediately to Step II of the grievance procedure. Employees shall, at their request, be entitled to Union representation during any disciplinary action and shall receive a copy of any written disciplinary notice.

Section 9. It is the intention of the contracting parties that, with the exception of those individual grievance privileges expressly set forth in this Agreement in the redress of alleged violations of this Agreement by the Employer, the Union shall be the sole representative of the interests of employees or groups of employees within the bargaining unit.

Subject to the individual rights expressly set forth in the grievance procedure of this Agreement, only the Union, through its properly designated representatives, shall have the right under arbitration procedures or in any judicial or adjudicatory forum to assert and process against the Employer a claimed violation of this Agreement.

## Article V - No Strike - No Lockout

Section 1. In view of the arbitration provision, the grievance procedure, and other provisions of this Agreement, the Union, its agents and members agree that individually and/or collectively, they will not engage in any strike, any interference with or interruption of the business, picketing, handbilling, or public announcements adverse to the Employer for the duration of this Agreement. Persons who authorize or engage in such action shall be subject to immediate discharge.

The Employer will not engage in any lockout for the duration of this Agreement.

Section 2. In no event will the Union authorize its agents or members individually and/or collectively to engage in any strike directly or in sympathy with any other employees, with-holding of services in whole or in part in connection with any secondary picketing or handbilling at any Meijer location.

## Article VI - Seniority

Section 1. New employees shall be considered as probationary employees for their first ninety (90) calendar days. There shall be no seniority among probationary employees. Probationary employees may be discharged at any time at the Employer's sole discretion, and the employee shall have no recourse through the Grievance Procedure. The Employer shall have no responsibility to recall or reemploy any probationary employee laid off or discharged during this probationary period. Seniority shall mean length of continuous service in the Meijer combination store operation of the Employer and upon completion of the probationary period shall be dated from the first day worked.

Section 2. Seniority shall be of two types, full-time and part-time. Full-time seniority shall be convertible to part-time. Full-time seniority shall not accumulate during periods of part-time jobs and shall not be convertible to full-time seniority if a part-time employee becomes full-time. Part-time seniority shall not be lost by transfer to full-time work. Part-time employees shall not accumulate seniority over full-time employees. If two (2) employees have the same full-time seniority date, part-time seniority will determine who is more senior. When two (2) or more employees have the same seniority date, the most senior employee(s) will be determined by the lowest last four digits of their social security number.

When a part-time employee works eighteen (18) consecutive weeks in one (1) department in any single unit an average of thirty-two (32) hours per week, excluding holidays, for those eighteen (18) weeks, he will be offered full-time status to be effective on the following Sunday after the qualifying period with full-time seniority for scheduling, layoff and job bidding purposes. Hours credited are those hours actually worked. Hours worked in replacement of an employee on Workers' Compensation, disability leave, or personal maternity leave, or hours on the posted schedule that are worked in replacement of another employee, will not be considered in computing the thirty-two (32) hour average or counted as part of the eighteen (18) consecutive week period specified above. Employees awarded such jobs will be placed and remain on such shift assignment as their seniority allows until an alternate shift is open on a full week and permanent basis. In the event of such an opening, the opening will be offered in line of seniority.

When a full-time employee works eighteen (18) consecutive weeks and averages less than thirty-two (32) hours per week for those eighteen (18) weeks, he may be reclassified as part-time for scheduling, layoff, and job bidding purposes dating back to the original date of hire. Hours credited are those hours actually worked.

Section 3. A regular employee's seniority shall be broken if he quits, if he is discharged for cause, if he fails to report for work for three (3) consecutive work days without notifying the Employer, or if an employee is laid off continuously for twelve (12) months or his length of service, whichever is less. A regular employee's seniority shall be considered broken if he fails to report for work while on layoff within seven (7) calendar days after being notified to report unless extended by mutual agreement.

Section 4. Where there are open jobs for permanent full-time vacancies, the Employer will survey part-time employees in line of seniority, within the department, classification in that facility where the opening exists. The most senior employees indicating, in writing, a desire for the job in that department will receive the job, provided such employee is fully available and medically able for full-time work. The foregoing shall not apply to change in assignments within a job classification.



However, in cases of the Meat Department, if a journeyman's job is not filled by the above procedure, it will be offered to the most senior full-time apprentice meat cutter then to the most senior part-time apprentice meat cutter if they have the skill and ability to perform the job.

In the event there is no interest within the department and classification in that facility, the job will be posted for a seventy-two (72) hour period in that facility and the most senior part-time employee bidding within that unit and lines area where the full-time opening exists (hardlines, fashion area, foods, service) will receive the job. Lateral bids will not be allowed.

If the job is not filled in accordance with the above, it will be posted for a seventy-two (72) hour period in that facility and the most senior part-time employee bidding within that facility will receive the job provided they are fully available for full-time work. Lateral bids will not be allowed.

An employee who transfers to a higher classification shall receive the next higher rate from their existing rate in the new classification. After this rate adjustment, the employee will progress within the new classification after completion of the proper additional time interval in the new classification.

Employees awarded jobs under this provision shall be given up to a ninety (90) day but not less than thirty (30) day break-in period to familiarize himself with the job duties by which time the employee will be required to perform the job at a satisfactory level. If, for justifiable reasons, the Employer feels an employee cannot perform the job at a satisfactory level, the employee shall be returned to his original job providing he has the seniority.

Section 5. Employees who receive full-time jobs will have full-time shifts consisting of afternoons and/or evenings and/or early morning schedules. It is understood that these full-time openings will include Friday, Saturday, and Sunday work in most cases.

Employees receiving full-time jobs will remain on such weekly shift assignments until the Employer determines a permanent full-time opening exists on days. Once the Employer has made this determination, the full-time employees on afternoons and/or evenings and/or early morning schedules will be surveyed in line of seniority by department and classification for the opening.

Section 6. An employee who is represented by the UFCW in Local 1099's jurisdiction, who is transferred by the Employer from one facility to another, shall retain past seniority and shall continue to accumulate seniority in the new facility. An employee who is transferred by the Employer within the operation shall retain past seniority and shall continue to accumulate in the new department.

Section 7. Promotional Opportunities. When management determines there is a part-time opening in the Cashier and Food Clerk classifications, consideration will be given to the most senior active part-time employee in the highest classification that has signified their interest in writing within the last six (6) months from the time of the opening, has one (1) year of active service, and has no disciplinary record, before hiring from the street.

Employees awarded jobs under this provision shall be given up to a ninety (90) day, but not less than thirty (30) day break in period to familiarize himself with the job duties by which time the employee will be required to perform the job at a satisfactory level. The employee, at his option may return to his original job anytime during the first thirty (30) day period. If, for justifiable reasons, the Employer feels an employee cannot perform the job at a satisfactory level, the employee shall be returned to his original job. The Employer may disqualify an employee from the award of a job, transfer, or promotion

**(including part-time to full-time) if the Employer demonstrates justifiable reasons why such employee should be disqualified.**

## Article VII - Layoff And Recall

Section 1. Layoffs. Layoffs for the purpose of this section shall mean the displacement of an employee for lack of work or other reasons that require reductions in the number of employees as determined solely by management. The Employer shall determine the number and type (full-time or part-time) of employees to be affected by a layoff.

Layoffs shall be made in inverse order of seniority at each facility by classification within department. The full-time employee affected by such a layoff shall be a full-time employee who can no longer be maximized up to forty (40) hours per week. Employees with one (1) year of seniority are entitled to one (1) week advance notice of layoff. This notice shall not apply to an employee who is bumped by a more senior employee who has been laid off. Following notification of layoff, employees with seniority may exercise their seniority in the following manner:

Full-time employees with more than one year of seniority must:

- a. accept part-time hours within their department and classification and shall maintain a full-time status for a twelve (12) week period. At the end of this twelve (12) week period, the full-time employee shall be reclassified as a permanent part-time employee, providing the full-time employee averaged less than thirty-two (32) hours per week at the end of any consecutive twelve (12) week period.
- b. or bump the least senior employee within his classification and facility in his expanded department.
- c. or accept a layoff to the street.

Part-time employees with more than one (1) year of seniority must:

- a. bump the least senior employee within his classification and facility in his expanded department.
- b. or accept a layoff to the street.

Any full-time or part-time employee who works in a department where there is a lower classification, the employee who is being laid off initially will have the option of bumping the least senior employee in the next lower classification in their status. If this option is taken, the employee will receive the rate commensurate with their seniority in the lower classification.

Expanded departments for the purpose of layoff are:

1. Grocery and produce
2. Hardlines
3. Fashion Area
4. Bakery, Ice Cream, Deli/Cafe, Food Fair
5. Specialty Food Service Areas (except Meat Service Area)
6. All other departments will be treated as individual departments.

All employees exercising bumping rights under this section must be able to perform the duties necessary to the job function in order to displace another employee.

Section 2. Recall: Once a decision is made to take a layoff to the street, the employee must await recall to their original classification, status, department and facility. The original classification, department, status, and facility is defined as that job the employee held when first affected by layoff. The Employer will recall in line of seniority by classification, status, department and facility.

Employees recalled, as provided in this section, will be required to report for work within the time limits specified in Article VI, Section 3, unless extended by agreement between the employee and the Employer.

## Article VIII - Hours of Work

Section 1. The work week for payroll purposes shall begin at 12:00 a.m. Sunday and end at 12:00 midnight on the following Saturday. However, a scheduled work week may overlap payroll weeks. The payroll week will be calculated separately from the scheduled work week.

Section 2. The Employer will post weekly work schedules by 3:00 p.m. on the Friday prior to the scheduled work week constructed by department(s).

- (a) Full-time employees will regularly be scheduled and must be available for forty (40) hours per week (thirty-two (32) hours during a holiday week) excluding holiday hours with one (1) day off per week. (The foregoing is not to be construed as a forty (40) hour guarantee.)

The Employer agrees to offer at least eighty percent (80%) of the most senior full-time employees in each department, classification, and job assignment a minimum of forty (40) hours per scheduled work week. In cases where the application of this percentage results in a fraction, such fraction will not apply. The guarantee of this provision excludes holiday weeks and will not apply during a layoff situation.

- (b) Employees must be available for weekend work. The parties agree to support a rotation concept for weekend scheduling of employees within their departments as business conditions permit.

In the event the application of this language results in unresolved concerns, the parties will meet and discuss those concerns in a timely fashion in an effort to resolve any outstanding issues.

- (c) There shall be no mandatory split shifts.
- (d) The posted straight time hours of full-time employees will be maximized up to forty (40) hours per week (thirty-two (32) hours during a holiday week) with one (1) day off per week.
- (e) Part-time employees must be scheduled and must be available to work for a minimum of twelve (12) hours per week excluding holiday hours.
- (f) Nonrestricted part-time employees will be scheduled on a weekly basis within their classification, department and job assignment such that senior employees' weekly scheduled hours shall exceed or equal the weekly scheduled hours of junior part-time employees. An employee's scheduling limitations may affect the Company's ability to give that employee equal or more hours than less senior employees. Full-time and part-time employees in each department will be scheduled by job assignment grouping (e.g. cash office, guest services facilitator, service coordinator, guest convenience, paperwork processor, central salvage, order writer, etc.). In the event the work schedule is not believed to be in conformance with an employee's seniority and the other provisions of this Article, the employee shall have until Saturday, 3:00 p.m. to bring the matter to the department manager's attention so that adjustments can be made if needed. In the event the employee fails to bring the matter to the supervisor's attention by Saturday, 3:00 p.m., the schedule will be deemed acceptable and not subject to the grievance procedure.
- (g) The Employer will recognize seniority for preferential daily work shifts, (i.e., if there are starting times with the same number of consecutive hours on a scheduled day, but one (1) starting time is

earlier in the day, the more senior employee will be given the earliest start time) by department. The obligation to schedule equal or more hours than less senior employees at the end of the week shall be the first consideration in case of conflicts and the Employer retains the right to designate the starting times of each employee's work day.

- (h) In the event the Employer schedules full-time employees or part-time employees ten (10) hour days, these schedules will be offered to volunteers in line of seniority by status, department, classification and job assignment grouping.
- (i) The employees referenced in Article VIII, Section 2, paragraph (f) will be scheduled according to the requirements of the job assignment but will not be scheduled more total hours than their seniority will allow.

Section 3. The Employer reserves the right to create new or expand and/or reduce the structure of departments for scheduling purposes as business conditions warrant.

Section 4. If additional hours which are not on the posted schedules become necessary, these additional hours will be offered in line of seniority within the department and classification first to available full-time employees who are scheduled less than forty (40) hours then to available part-time employees up to forty (40) hours per week subject to the Employer's ability to contact those employees. To be eligible for such additional hours part-time employees must indicate, in writing, their availability for additional hours on a daily basis and submit their written availability for additional hours to the immediate supervisor by 3:00 p.m. on Saturday. It is understood that such additional hours must consist of at least the minimum call-in guarantee to be offered to off-duty employees. If additional work is less than the call-in guarantee, it will be offered by department and classification in line of seniority and required in inverse order of seniority to employees at work. It is understood that employees must be qualified to do the work to be offered any such additional hours.

Section 5. The Employer retains the right to assign and adjust the hours and schedules to be worked by employees, and to achieve a reduction in hours worked by adjusting the schedule of active full and part-time employees, layoff of active employees, or any combination of the two according to the terms of this Agreement.

Section 6. Rest Periods.

- (a) Employees working six (6) hours or more in any one day shall receive two (2) uninterrupted fifteen (15) minute paid rest periods during that day; one rest period shall be scheduled in the first part of the work day and one rest period shall be scheduled in the second part of the work day.
- (b) Employees working at least three (3) hours but less than six (6) hours shall receive one (1) uninterrupted fifteen (15) minute paid rest period during such working period.

Section 7. Lunch Break. For each employee who is scheduled for more than a six (6) hour shift, thirty (30) minutes on the employee's own time shall be allowed for lunch on each working day. This lunch period shall not be scheduled until an employee has worked two and one-half (2 1/2) hours. The lunch period may be extended or waived by mutual agreement.

Section 8. Employees who are scheduled and report to work shall be guaranteed a minimum of three (3) hours work or pay in lieu thereof. This clause shall not apply when the Employer schedules employees

for meetings, but employees will be paid for the time spent in meetings. The Employer may assign any work available.

Section 9. Overtime. Overtime work will be offered in line of seniority in the department by classification and required in inverse order of seniority in the department by classification to those available at work when such work is required. Nothing in this Agreement shall limit the Employer's right to require overtime work. Overtime shall not be paid more than once for the same hour of work.

Section 10. All employees are to receive one and one-half (1 1/2) times the regular hourly rate for all hours actually worked over forty (40) hours in any one week or over eight (8) consecutive hours in any one shift but not both. Unpaid lunch breaks shall not be considered to break the consecutive hours and a break between shifts of less than five (5) hours shall not constitute a break in consecutive hours.

Employees who are scheduled to work ten (10) hour day(s) as part of their basic work week will receive the daily overtime rate for hours worked over ten (10) hours daily and forty (40) hours weekly.

Under no circumstances may an employee through any privileges set forth in this entire Agreement force the existence of any time and one-half (1-1/2) hours.

In any week in which an employee receives compensation as holiday pay those hours as compensated will be counted as time worked for purposes of computing overtime over forty (40) hours in that work week.

There will be no pyramiding of overtime.

Section 11. Premium Hours. The Employer will survey full-time and part-time employees on a quarterly basis for purposes of indicating their desire for holiday work. Such work, when needed, will be scheduled in line of seniority by classification within each department first to employees that indicated, in writing, a desire to work on holidays.

It is understood that if a sufficient number of employees are not available on the basis of the survey, the Employer may require employees to work, in inverse order of seniority by department and classification.

- (a) Holidays - For work performed on a holiday as defined in this Agreement, permanent employees will receive one and one-half (1-1/2) times their basic hourly rate for hours actually worked on the holiday.

Section 12. These provisions shall not apply in circumstances beyond the control of the Employer, such as fire, flood, civil disturbance, power and equipment failure, or acts of God. If an employee is notified not to report before he leaves home, the Employer shall not be required to pay call-in pay. Same applies if the Employer attempts to notify an employee by last phone number or address on Employer records and it is incorrect due to change not recorded by employee.

Section 13. Employees shall perform any work which a manager may direct with the understanding that when an employee is assigned a job with a lesser rate, he will be entitled to his regular rate of pay unless he has been assigned to a lower rated job and desires to retain such job rather than accept layoff. If an employee is assigned to a higher rated job for a period of fifteen (15) minutes or more, he will receive the next higher rate from his existing rate in that higher classification for the time worked in that higher classification that day.

ARTICLE IX - WAGES

	<u>Ratification</u>	<u>10/07/01</u>	<u>10/06/02</u>	<u>10/05/03</u>	<u>10/03/04</u>
<b>Job #CF1 – Bagger</b>					
00 – Start	5.75	6.00	6.15	6.25	6.40
01 – 3 months	5.90	6.15	6.30	6.40	6.55
02 – 700 hours	6.00	6.25	6.40	6.50	6.65
03 – 700 hours	6.10	6.35	6.50	6.60	6.75
04 – 700 hours	6.20	6.45	6.60	6.70	6.85
05 – 700 hours	6.30	6.55	6.70	6.80	6.95
06 – 700 hours	6.40	6.65	6.80	6.90	7.05
07 – 700 hours	6.50	6.75	6.90	7.05	7.20
<b>Job #CF5 – Cashier</b>					
00 – Start	7.00	7.25	7.50	7.75	8.00
01 – 3 months	7.25	7.50	7.75	8.00	8.25
02 – 700 hours	7.50	7.65	7.90	8.15	8.40
03 – 700 hours	7.65	7.80	8.05	8.30	8.55
04 – 700 hours	7.80	7.95	8.20	8.45	8.70
05 – 700 hours	7.95	8.10	8.35	8.60	8.85
06 – 700 hours	8.10	8.25	8.50	8.75	9.00
07 – 700 hours	8.25	8.40	8.65	8.90	9.15
08 – 700 hours	8.40	8.55	8.80	9.05	9.30
09 – 700 hours	8.55	8.70	8.95	9.20	9.45
10 – 700 hours	8.70	8.85	9.10	9.35	9.60
11 – 700 hours	8.85	9.00	9.25	9.50	9.75
12 – 700 hours	9.00	9.15	9.40	9.65	9.90
13 – 700 hours	9.15	9.30	9.55	9.85	10.15
<b>Job #CF7 – Food Clerk – Dairy, Frozen Food, Meat, Produce</b>					
00 – Start	7.25	7.50	7.75	8.00	8.25
01 – 3 months	7.50	7.75	8.00	8.25	8.50
02 – 700 hours	7.75	8.00	8.20	8.50	8.70
03 – 700 hours	8.00	8.25	8.45	8.70	8.90
04 – 700 hours	8.25	8.50	8.70	8.90	9.15
05 – 700 hours	8.45	8.70	8.95	9.15	9.40
06 – 700 hours	8.65	8.95	9.20	9.40	9.65
07 – 700 hours	8.90	9.20	9.45	9.65	9.90
08 – 700 hours	9.15	9.45	9.70	9.90	10.15
09 – 700 hours	9.40	9.70	10.00	10.20	10.40
10 – 700 hours	9.65	9.95	10.30	10.50	10.70
11 – 700 hours	9.90	10.20	10.60	10.85	11.10
12 – 700 hours	10.25	10.60	10.95	11.30	11.50
13 – 700 hours					* 11.85

Each pay step after the 3 month rate represents 700 hours worked and includes hours paid for paid days off and holiday pay.

\* 700 hours after reaching previous step in the 10/03/04 schedule.



Wages

	<u>Ratification</u>	<u>10/07/01</u>	<u>10/06/02</u>	<u>10/05/03</u>	<u>10/03/04</u>
<b>Job #CFA – Apprentice Meat Cutter</b>					
00 – Start	8.50	8.75	9.00	9.25	9.50
01 – 3 months	8.75	9.00	9.25	9.50	9.75
02 – 700 hours	9.10	9.25	9.50	9.75	10.00
03 – 700 hours	9.35	9.50	9.75	10.00	10.25
04 – 700 hours	9.60	9.75	10.00	10.25	10.60
05 – 700 hours	9.85	10.00	10.35	10.60	10.95
06 – 700 hours	10.10	10.40	10.70	11.00	11.30
07 – 700 hours	10.45	10.75	11.05	11.40	11.65
08 – 700 hours					*12.00

**Job #CFB – Meat Cutter**

00 – Start	10.20	10.50	10.80	11.00	11.25
01 – 3 months	10.45	10.75	11.05	11.25	11.50
02 – 700 hours	10.65	11.00	11.30	11.50	11.75
03 – 700 hours	10.95	11.30	11.60	11.75	12.00
04 – 700 hours	11.20	11.60	11.90	12.00	12.30
05 – 700 hours	11.50	11.90	12.20	12.35	12.60
06 – 700 hours	11.80	12.20	12.50	12.70	12.90
07 – 700 hours	12.10	12.50	12.75	13.00	13.20
08 – 700 hours	12.50	12.75	13.00	13.35	13.60
09 – 700 hours					*14.00

**Job #CFC – Baker's Helper**

00 – Start	7.15	7.35	7.60	7.75	7.90
01 – 3 months	7.30	7.50	7.75	7.90	8.05
02 – 700 hours	7.45	7.65	7.90	8.05	8.20
03 – 700 hours	7.60	7.80	8.05	8.20	8.35
04 – 700 hours	7.75	7.95	8.20	8.35	8.50
05 – 700 hours	7.90	8.10	8.35	8.50	8.65
06 – 700 hours	8.05	8.25	8.50	8.65	8.80
07 – 700 hours	8.20	8.40	8.65	8.80	8.95
08 – 700 hours	8.35	8.55	8.80	8.95	9.10
09 – 700 hours	8.60	8.75	8.95	9.05	9.20

Each pay step after the 3 month rate represents 700 hours worked and includes hours paid for paid days off and holiday pay.

\* 700 hours after reaching previous step in the 10/03/04 schedule.

Wages

<u>Rating</u>	<u>10/07/01</u>	<u>10/06/02</u>	<u>10/05/03</u>	<u>10/03/04</u>	
<b>Job #CFD – Baker</b>					
00 – Start	7.25	7.50	7.75	8.00	8.15
01 – 3 months	7.45	7.70	7.95	8.20	8.35
02 – 700 hours	7.65	7.90	8.15	8.40	8.50
03 – 700 hours	7.80	8.05	8.30	8.55	8.65
04 – 700 hours	7.95	8.20	8.45	8.70	8.85
05 – 700 hours	8.10	8.35	8.60	8.85	9.05
06 – 700 hours	8.25	8.50	8.75	9.00	9.25
07 – 700 hours	8.45	8.70	9.00	9.25	9.50
08 – 700 hours	8.70	9.00	9.25	9.50	9.75
09 – 700 hours					*10.00
<b>Job #CF9 – Specialty Clerk</b>					
00 – Start	7.00	7.25	7.50	7.60	7.75
01 – 3 months	7.20	7.40	7.65	7.75	7.90
02 – 700 hours	7.35	7.55	7.75	7.90	8.05
03 – 700 hours	7.55	7.70	7.90	8.05	8.20
04 – 700 hours	7.70	7.85	8.05	8.20	8.35
05 – 700 hours	7.85	8.00	8.20	8.35	8.50
06 – 700 hours	8.00	8.15	8.35	8.50	8.65
07 – 700 hours	8.15	8.30	8.50	8.65	8.80
08 – 700 hours	8.30	8.45	8.65	8.80	8.95
09 – 700 hours	8.45	8.60	8.80	8.95	9.10
<b>Job #CF3 – General Merchandise Clerk</b>					
00 – Start	7.00	7.25	7.50	7.60	7.75
01 – 3 months	7.20	7.40	7.65	7.75	7.90
02 – 700 hours	7.35	7.55	7.75	7.90	8.05
03 – 700 hours	7.55	7.70	7.90	8.05	8.20
04 – 700 hours	7.70	7.85	8.05	8.20	8.35
05 – 700 hours	7.85	8.00	8.20	8.35	8.50
06 – 700 hours	8.00	8.15	8.35	8.50	8.65
07 – 700 hours	8.15	8.30	8.50	8.65	8.80
08 – 700 hours	8.30	8.45	8.65	8.80	8.95
09 – 700 hours	8.45	8.60	8.80	8.95	9.10
10 – 700 hours					

Each step after the 3 month rate increase represents 700 hours worked and includes hours paid for paid days off and holiday pay.

\* 700 hours after reaching previous step in the 10/03/04 schedule.

Wages

	<u>Ratification</u>	<u>10/07/01</u>	<u>10/06/02</u>	<u>10/05/03</u>	<u>10/03/04</u>
<b>Job #CFF (#CF9) – Wonton's Cook</b>					
00 – Start	7.00	7.25	7.50	7.60	7.75
01 – 3 months	7.20	7.40	7.65	7.75	7.90
02 – 700 hours	7.35	7.55	7.75	7.90	8.05
03 – 700 hours	7.55	7.70	7.90	8.05	8.20
04 – 700 hours	7.70	7.85	8.05	8.20	8.35
05 – 700 hours	7.85	8.00	8.20	8.35	8.50
06 – 700 hours	8.00	8.15	8.35	8.50	8.65
07 – 700 hours	8.15	8.30	8.50	8.65	8.80
08 – 700 hours	8.30	8.45	8.65	8.80	8.95
09 – 700 hours	8.45	8.60	8.80	8.95	9.10

It is understood that steps listed in the wage progressions will be effective the Sunday following the completion of the 700 hour steps. All other adjustments for time in classification rate increases called for in the Agreement will occur in the following week's pay period if an adjustment falls on a Thursday, Friday, or Saturday. Movement from the ratification wage schedule to the 10/07/01 wage schedule, from the 10/01/01 wage schedule to the 10/06/02 wage schedule, from the 10/06/02 wage schedule to the 10/05/03 wage schedule, and from the 10/05/03 wage schedule to the 10/03/04 wage schedule will not reset the hours or weeks accumulated except as noted.

Special aptitude and competitive conditions may be recognized by the Employer in hiring and/or advancing employees at a rate faster than shown in the wage schedules. However, an employee's rate will not exceed the top rate negotiated for the employee's classification.

Employees classified as Food Clerks will receive a night premium in addition to their regular hourly rate of fifty cents (50¢) for any hours worked between 12:00 midnight and 5:00 a.m.

## Article X – Employee Benefits

### 10.1 HEALTH BENEFIT COVERAGE

- A. The Employer shall make available health coverage to eligible employees, pursuant to such insurance plans and self-insured plans presently in effect or pursuant to any plan the Employer may adopt in the future.

Prior to April 1, 2001, the health coverage plans available and the weekly contribution rates required for such coverage are the plans and the contribution rates in effect prior to this Agreement as defined in the 1996 to 2000 Agreement.

Effective April 1, 2001, the health coverage available to employees will include at least the following health plans:

1. A Comprehensive Medical Plan including a Preferred Provider Network and Prescription Drug coverage with benefit coverage levels at least equal to those described in this Section 10.1.
2. A Dental/Optical Plan with benefit coverage levels at least equal to those described in this Section 10.1.

In addition to a Comprehensive Medical Plan, the Employer may make available to employees various other medical plan alternatives such as HMOs, as selected by the Employer, for the purpose of providing a choice of medical plans. The Union will be notified of the alternative medical plans selected by the Employer. Upon request, the Union will be permitted to review the coverage provided by each of the alternative medical plans prior to making participation in such plans available to the employees. The Employer will not offer to employees an alternative medical plan that has not been approved by the Union.

Employees electing coverage under the Comprehensive Medical Plan will have prescription drug coverage as described in subsection 10.1M 3. Employees electing coverage under an alternative medical plan will have prescription drug coverage as provided by the alternative medical plan pursuant to the Employer's coverage contract with that plan; or, at the Employer's discretion, prescription drug coverage will be provided by the Employer as described in subsection 10.1M 3, rather than by the alternative medical plan.

Each employee who participates in health coverage is entitled to receive a Summary Plan Description of the plan(s) elected.

- B. The health benefit plans are provided at the Employer's expense to eligible employees who choose to participate. However, eligible employees who choose to participate must finance a portion of the Employer's expense through pre-tax contributions. The weekly pre-tax contribution required for participation is determined by the plan and the employee/dependent coverage category elected, as defined in subsections 10.1M 1 and 4.

- C. An eligible employee who wishes to participate in the available health plans, may only begin participation on the effective date of coverage after the completion of the service requirement as defined in subsections 10.1F 1, 2, 3 and 4. Also, the employee may only begin participation if the employee or the employee and selected eligible dependents are properly enrolled by notifying the Employer on the appropriate form thirty (30) days in advance of the effective date of coverage. This form must be accurately completed including all authorizing signatures in order for the enrollment to be valid and the coverage to be effective.

Additionally, participation will only begin on the planned effective date if the employee is on active status, or has been placed on an approved leave of absence as listed below:

- Disability Leave
- Personal Maternity Leave

If the employee is away from work for any other reason, participation will not begin until the employee has returned to active service and is eligible to participate as described above. These participation requirements apply to initial coverage following enrollment and to any reinstatement of coverage following a break in coverage.

- D. A regular full-time employee who is eligible and elects to participate in health coverage (a Medical Plan and/or the Dental/Optical Plan) may include coverage for one or more of his eligible dependents. If coverage is elected for dependents, the employee and dependents must be enrolled in the same plan(s). A part-time employee who is eligible to participate in health coverage may elect coverage for himself only.
- E. The dependents of a full-time employee who are eligible for coverage are the employee's spouse and children. For the purpose of health coverage, eligible dependent children are the employee's unmarried children until the end of the year in which they turn 19 years of age. Additional definition and coverage rules applicable to dependent coverage are contained in and controlled by the Summary Plan Description and Plan Document of the plan elected.
- F. Effective on the date of ratification, regular part-time and full-time employees will become eligible to participate in health coverage as defined in subsections 10.1F 1, 2, 3 and 4.
1. Full-time employees will become eligible to participate in the Comprehensive Medical Plan as described below on the first day of the calendar month following three (3) months (90 days) of service. Full-time employees may elect coverage for themselves or themselves and their eligible dependents.
  2. Part-time employees will become eligible to participate in the Comprehensive Medical Plan on the first day of the calendar month following six (6) months (182 days) of service. Part-time employees may elect coverage for themselves only.
  3. Full-time and part-time employees are eligible for coverage under the Dental/Optical Plan on the first day of the Plan Year (April 1) following two (2) years (24 months) of service. Full-time employees may elect coverage for

themselves and their eligible dependents. Part-time employees may elect coverage for themselves only.

4. Alternative medical plans that are offered by the Employer will be made available to full-time and part-time employees on the first day of the Plan Year following two (2) years (24 months) of service. Employees electing coverage from an alternative medical plan will not be covered under the Comprehensive Medical Plan except as provided by subsection 10.1M3, for Prescription Drug coverage.
- G. Each employee eligible for health coverage will have an opportunity each Plan Year (the annual Open Enrollment period in February) to make an election as to which available health plan and employee/dependent coverage category will apply during the next Plan Year (April 1 through March 31). A new employee can make this election at least thirty (30) days prior to becoming eligible to participate in health coverage, and the election shall apply until the end of the Plan Year (March 31).

The enrollment period for coverage under each of the health plans offered by the Employer is for one Plan Year beginning on April 1 and ending on March 31. Coverage will be effective on the first day of the Plan Year (April 1) following the Open Enrollment Period.

11. An employee can revoke an election and make a new election for the remaining portion of the Plan Year only if both the revocation and the new election are on account of and consistent with a change in the family status (e.g., marriage, divorce, death of spouse or child, birth or adoption of a child, loss of other coverage, etc.) and the new election is made within thirty (30) days of the family status change.

I. Health coverage will terminate as follows:

1. If an employee fails to make the required pre-tax contributions for health benefits, coverage will terminate as of the last day of the calendar month for which all required pre-tax contributions were made.
2. If the employee retires and is eligible for a normal or early retirement benefit, health coverage will terminate on the last day of the calendar month prior to the month in which the employee's retirement benefits could begin.

If the employee terminates because of his death, and if he had dependent health coverage, such dependent coverage will terminate on the last day of the calendar month following the month in which the employee died.

If the employee's employment is terminated on any other basis, health coverage will terminate on the last day the employee works prior to such termination of employment. This date will not be extended by any paid days off.

3. The following rules apply to an employee on an approved leave of absence or layoff who was a participant in a health plan as of the date of the leave or layoff:

- a. The Employer contribution to health coverage which is not financed by employee pre-tax contributions shall continue to be made until the end of the month following the month in which the approved leave or layoff begins, provided the employee contributions are made on a timely basis.
- b. If the employee is on an approved leave which qualifies as covered under the Family and Medical Leave Act of 1993, the Employer contribution described in (a) will continue as required by this Act. The leaves that may qualify as covered under this Act, provided the employee is eligible and entitled to the benefits provided by the Act, are the following:
  - Disability Leave
  - Personal Maternity Leave
  - Family Care Leave
- c. When continuation of Employer contributions for health coverage are no longer required under the terms of the Family and Medical Leave Act, the employee may elect coverage at his expense pursuant to the applicable requirements as defined by the 1985 Consolidated Omnibus Budget Reconciliation Act (COBRA).
- d. If the employee's weekly pre-tax contributions are not made because of an absence of wages during a layoff or leave, the employee may purchase coverage in the plan on an after tax basis.

To the extent that the Employer contributions are made as described in (a) and (b), the employee contribution will be equal in amount to the pre-tax contributions made by the employee before the layoff or leave.

After the period in which the Employer contributions are made as described in (a) and (b), the employee contribution will be the total cost of coverage for the plans elected, as defined under COBRA. This coverage may continue for the duration of the period required by COBRA, provided the employee remains eligible for such coverage as defined by the COBRA law.

- J. An employee on an approved leave of absence or layoff, who has continued his health coverage by paying the full monthly cost in advance or whose coverage has stopped, will be eligible for reinstatement of Employer contributions toward such coverage as of the first day of the calendar month following the day the employee returns to work, so long as the employee is otherwise eligible for such benefits. The employee's pre-tax contributions shall resume as of the first day of the calendar month following the day the employee returns to work.

Pursuant to the FMLA, an employee on a qualified FMLA leave will be provided with health coverage continuation or reinstatement of coverage upon the employee's return to work as required by the Act.

- K. Employees must maintain a weekly average of at least twenty-four (24) hours per week to continue health coverage. The required minimum weekly hours average will be determined by taking the total hours paid for actual work, paid days off, holiday pay, jury duty pay, and bereavement pay and dividing these total hours by the number of the employee's active service weeks during the accounting quarter. An active service week is any week for which an employee receives pay as described above.

Employees who do not maintain an average of at least twenty-four (24) hours per week during two (2) consecutive accounting quarters will be subject to a cancellation of coverage on the last day of the month in which the second consecutive quarter with insufficient hours ends. Employees losing coverage as a result of this provision may become eligible for coverage again on the first day of the month following the completion of an accounting quarter during which the employee has maintained an average of at least twenty-four (24) hours per week.

Employees who have had health coverage canceled because of a quarterly average of hours below twenty-four (24) hours per week may reinstate their coverage, without lapse, pursuant to the COBRA guidelines for continuation of coverage. Employees continuing coverage under this provision will be required to notify the Employer of their intent to continue coverage on a timely basis and pay 102% of the full cost of this coverage, on a timely basis, as defined under Federal COBRA legislation and regulations. The duration of continuation coverage will also be consistent with the Federal COBRA law.

- L. An employee whose coverage terminates for any reason is to return all Health Benefits Identification cards to the Employer immediately. In addition, if an employee owes the Employer any amount for unpaid employee contributions toward health coverage, for benefits paid in error, or for any other reason, the Employer may deduct such amount owed by the employee from the employee's accrued unpaid wages and benefits.
- M. Effective April 1, 2001, the benefit coverage available under the Comprehensive Medical Plan (including Prescription Drug coverage), the Dental/Optical Plan, and the required weekly pre-tax contribution rates for health coverage are set forth in subsections 10.1M 1 through 6. Each health benefit plan will operate on the basis of a Plan Year which begins on April 1 and ends on the following March 31.

1. Medical Plan Funding / Contribution Requirements

All Medical Plans offered by the Employer will be funded as described in this subsection 10.1M1.

- a. The Comprehensive Medical Plan and Prescription Drug coverage will be funded by the Employer according to the cost that is established on the basis of the actual cost experience of previous claims, adjusted by an actuarial projection of future claims and costs, plus administration expenses.

Eligible employees who choose to participate will finance a portion of the established cost through weekly pre-tax contributions. The actual amount of an employee's contribution will be equal to the percentage of the



established cost of the employee / dependent coverage category elected, as listed in the following schedule.

<u>Plan Year</u>	<u>Contribution Requirement</u>
Plan Year 2001 (4/1/2001 - 3/31/2002)	16% of the Established Cost
Plan Year 2002 (4/1/2002 - 3/31/2003)	17% of the Established Cost
Plan Year 2003 (4/1/2003 - 3/31/2004)	18% of the Established Cost
Plan Year 2004 (4/1/2004 - 3/31/2005)	20% of the Established Cost
Plan Year 2005 (4/1/2005 - 3/31/2006)	20 % of the Established Cost

- b. When an eligible employee elects coverage under an Alternative Medical Plan, the Employer will fund the Alternative Medical Plan coverage and the Prescription Drug coverage in an amount that is equal to the Employer's portion of the cost for the same employee / dependent coverage election under the Comprehensive Medical Plan with Prescription Drug coverage. The Employer's equal dollar funding will apply to all Alternative Medical Plan / Prescription Drug coverage options except as limited by the minimum contribution requirement described in subsection 10.1M1(d), below.
- c. The employee's contribution to the cost of the Alternative Medical Plan and Prescription Drug coverage elected will be the difference between the Employer funded amount, as described above, and the total cost of the coverage elected. Therefore, if the Alternative Medical Plan with Prescription Drug coverage is more costly than the Comprehensive Medical Plan with Prescription Drug coverage, then the employee weekly contribution will be greater for this option. However, if the Alternative Medical Plan with Prescription Drug coverage is less costly than the Comprehensive Medical Plan with Prescription Drug coverage, then the employee weekly contribution will be less for this option.
- d. Notwithstanding the above provisions, it is the policy of the Employer that any employee participating in a Medical Plan offered by the Employer shall contribute on a weekly basis to the cost of the coverage of the plan elected. Therefore, no employee participating in a Medical Plan offered by the Employer shall pay less than fifty percent (50%) of the contribution amount required for participation in the Comprehensive Medical Plan with Prescription Drug coverage.

- e. The Employer agrees that the methodology used to establish the cost of coverage under the CMP and the Employer's contribution to the cost of coverage under an Alternative Medical Plan will be in compliance with applicable Federal laws and regulations as described in COBRA, ERISA, IRC, and the HCFA regulations. Although these Federal requirements were written for specific purposes, there exists a common requirement, either stated or implied, that the "applicable premium" will be equal to a reasonable estimate of the cost of providing that coverage.

The union agrees that these are the legal obligations of the Employer and that these requirements provide sufficient assurance that the established cost of the CMP and the Employer's contribution to an Alternative Medical Plan has been determined reasonably.

Each year the Employer establishes costs for each coverage category within the CMP for setting COBRA rates and for bargaining with Alternative Medical Plans (such as HMOs). The Employer will provide the Union with this cost information as early in the year as is practical after these costs have been established. In addition, the Employer will provide the Union with Health Plan enrollment information on a quarterly basis.

## 2. Comprehensive Medical Plan (CMP)

The CMP makes available to participants a Preferred Provider Network. When participants use such Preferred Providers (In-Network) for covered services, the benefits payable under the Plan are enhanced according to the "In-Network Payment Formula." When participants use providers who are not designated as Preferred Providers under the Plan (Out-of-Network), covered services will be paid according to the "Out-of-Network Payment Formula" which provides a lesser benefit. The In-Network and Out-of-Network Payment Formulas and other benefit features are described below.

- a. In-Network/Out-of-Network Payment Formulas

--- Comprehensive Medical Plan ---

	<b>In-Network Payment Formula (Effective 4-1-2001)</b>	<b>Out-of-Network Payment Formula (Effective 4-1-2001)</b>
Plan Design		
Plan Year Deductible	\$100 per person	\$250 per person
	\$300 per family	\$750 per family
Payment Percentage	90 % of reasonable and available charges (R&A)	70% of reasonable and available charges (R&A)
Plan Year Maximum Co-Payment	\$1,100 per person <del>\$2,200 per family</del>	\$2,000 per person \$4,000 per family
Physician Office Visit Co-Pay	\$10.00	N/A
Plan Year Maximum	\$500,000 per person	\$250,000 per person
Life Time Maximum	\$1,000,000 per person	\$500,000 per person
Alcohol/ Substance Maximum		
Abuse		
Lifetime	\$10,000 per person	\$10,000 per person

## Provider Services

### Hospital Services

Room & Board	In-Network Payment Formula (90%)	Out-of-Network Payment Formula (70%)
In-Patient Miscellaneous	In-Network Payment Formula (90%)	Out-of-Network Payment Formula (70%)
Out-Patient Services	In-Network Payment Formula (90%)	Out-of-Network Payment Formula (70%)

### Emergency Care

Hospital ER	In-Network Payment Formula (90%)	Out-of-Network Payment Formula (70%)
Physician ER Care	In-Network Payment Formula (90%)	Out-of-Network Payment Formula (70%)
Urgent Care Centers	\$10.00	Out-of-Network Payment Formula (70%)

### Physician Services

In-Patient Physician Visits	In-Network Payment Formula (90%)	Out-of-Network Payment Formula (70%)
Surgery	In-Network Payment Formula (90%)	Out-of-Network Payment Formula (70%)
Anesthesiology	In-Network Payment Formula (90%)	Out-of-Network Payment Formula (70%)
Radiology	In-Network Payment Formula (90%)	Out-of-Network Payment Formula (70%)

Office Visits	\$10.00 co-pay	Out-of-Network Payment Formula (70%)
Specialist Consult	\$10.00 co-pay	Out-of-Network Payment Formula (70%)
Childbirth/Delivery	In-Network Payment Formula (90%)	Out-of-Network Payment Formula (70%)
<u>Out-Patient Services</u>		
DX Lab/X-Ray	In-Network Payment Formula (90%)	Out-of-Network Payment Formula (70%)
Physical Therapy	In-Network Payment Formula (90%)	Out-of-Network Payment Formula (70%)

- b. Most eligible medical expenses are covered according to the In-Network or Out-of-Network payment formula as outlined in subsection 10.1 M 2 (a) above. The following medical expenses are also covered according to these payment formulas but have special Plan Year coverage maximums as listed below.

Convalescent hospitalization	60 days
Extended home health care	40 visits
In-patient and/or out-patient alcohol/ substance abuse	one treatment program
Mental Health Services	
Inpatient	30 days
Outpatient	24 visits
Chiropractic	\$ 750
Non-surgical foot care	\$ 750
Treatment related to TMJ	\$1,000

- c. Wellness and Preventive Services:

The following services are paid at 100% (R & A) on either an In-Network or Out-of-Network basis when provided in accordance with Current Medical Practice and Industry Standards as described in the Summary Plan description:

- Sigmoidoscopy
- Mammograms
- Prostate Exam
- Pap Smear

The following services are paid at 100% (R & A) on either an In-Network or Out-of-Network basis, up to a maximum of \$100 per person per Plan Year:

- Preventive Immunizations
- Routine Well Baby Visit/Well Child Care
- Routine Physical Exam
- Routine Lab Work/X-Ray

d. **Enhanced Coverage:**

The following services are paid at 100% when approved through pre-certification or medical review procedures:

- home health care in lieu of hospitalization
- second surgical opinion

e. **Pre-certification and Medical Review:**

Many in-patient and out-patient services and medical supplies covered under the Plan require pre-certification and/or medical review to ensure the appropriate use of services and supplies, duration of care, and reasonable charges.

When pre-certification and/or medical review is required, these procedures must be followed in order to receive regular Plan payment under either an In-Network or Out-of-Network basis. Non-notification deductibles or payment percentage reductions will be applied to benefits for services or supplies that have not been reviewed, or when services or supplies are not certified as appropriate. The services and supplies that require pre-certification and/or medical review are described in the Summary Plan Description.

3. **Prescription Drug Coverage**

Employees who participate in medical coverage through the CMP are also covered for prescription drug expenses as defined below. In the case of employees who have elected coverage under an alternative medical plan, but that Plan does not provide prescription drug coverage in accordance with the Plan's existing contract with the Employer, this coverage will be provided under this benefit as described in this subsection 10.1M 3. Coverage applies to any eligible dependents covered for medical with the employee.

The co-pay amount for each prescription or refill will be:

Generic Drugs	\$5.00
Brand Name Drugs (including DAW)	\$5.00 + generic cost difference
Brand Name Drugs (when generic n/a)	\$15.00
Maximum supply specified maintenance drugs	90 days
other covered drugs	34 days
Maximum benefit	unlimited

4. Dental/Optical Plan:

- a. Eligible employees may elect coverage under the Dental/Optical Plan after the completion of the service requirements listed in subsection 10.1F 3. Eligible dependents of covered employees may be included in this coverage. The weekly pre-tax contribution rates required for participation are as follows:

<u>Emp/Dependent coverage categories</u>	<u>Weekly pre-tax contributions</u>				
	<u>04/01/2001</u>	<u>04/01/2002</u>	<u>04/01/2003</u>	<u>04/01/2004</u>	<u>04/01/2005</u>
Emp. only	2.18	2.31	2.44	2.58	2.73
Emp. w/child	2.93	3.10	3.27	3.46	3.66
Emp. w/spouse	4.48	4.75	5.02	5.31	5.62
Emp. w/children	3.99	4.23	4.47	4.72	5.00
Emp. w/spouse and child(ren)	5.99	6.35	6.71	7.09	7.50

- b. The Company is installing a Benefit Administration System that will calculate the employee contribution rate for each coverage category on the basis of the actual monthly cost of the coverage and the Employer contribution amount. Then the monthly contribution amount is converted to a weekly contribution amount. The Employer will set its contribution at an amount that will result in employee contribution rates equal to, or mathematically as close as possible to, the rates listed in the weekly pre-tax contribution schedule shown above. However, because the computation of these rates are subject to fractional amounts and standard rounding procedures, the weekly pre-tax contribution rates provided in subsection 10.1M 4 could vary by plus or minus (+/-) 3¢ (3 cents).

c. Dental Schedule

Preventive Services (maximum two exams and cleanings per Plan Year and diagnostic x-rays)	100% R & A
Restorative, endodontic, periodontic, prosthodontia, and oral surgery services	50% R & A
Maximum per Plan Year	\$1000

Dental pre-determination is required for services over \$300. When dental treatment will exceed \$300 in cost, a pre-determination of coverage must



be obtained. Failure to have such treatment pre-determined will void coverage for such treatment.

d. Optical Schedule

Exam	100%
Frames, Lenses & contacts	50%
Maximum per Plan Year	\$100

5. Reasonable and Available Expense Allowance:

All health plans under subsection 10.1M will only consider the reasonable and available charge for any service or supply as the maximum expense allowance to be considered under any coverage formulas or benefit determinations. The reasonable and available expense allowance is the allowable charge for covered services and supplies as determined by the Plan Administrator to be:

- a reasonable charge on the basis of other charges being made for the same service or supply in the same community, and
- an available charge for the service or supply in the same community.

Expenses in excess of the allowable charge are not covered under the plans.

6. Non-Duplication Coordination of Benefits:

Services that are not covered under an HMO because they were obtained through non-participating providers will not be coordinated with the benefits under the CMP or Dental/Optical Plan.

The CMP and Dental/Optical Plan will coordinate benefits with other health plans, including any provided by the Employer, on a non-duplication of benefits basis. This means that when this plan is secondary, it will only pay for a covered expense up to the allowable amount that it would have paid if it had been primary, minus whatever the primary plan paid for the same covered expense.

- N. A more complete description of the health benefit coverage available under each health plan is described in the Summary Plan Description or the Certificate of Coverage available to employees. This includes information on coverage requirements, claim procedures, limitations and exclusions and coordination of benefits. Each health plan will be administered according to the specific terms and conditions of the plans, and in case of any questions regarding benefit payment or eligibility, the terms and conditions of the Plan Documents will govern.

## 10.2 LIFE/DISEMBLEMENT INSURANCE

- A. The Employer shall make available Life and Accidental Death and Dismemberment (AD&D) insurance coverage to eligible employees, pursuant to such insurance plans and self-insured plans presently in effect or pursuant to any plan the Employer may adopt in the future, with dollar benefit levels at least equal to those stated in Section 10.2D below. Each employee eligible for Life and AD&D insurance coverage is entitled to receive a Summary Plan Description of the coverage provided.
- B. Life and AD&D insurance coverage is provided to eligible employees solely at the Employer's expense.
- C. Regular part-time and full-time employees will become eligible to receive Life and AD&D insurance coverage after the completion of the service requirement defined in subsections 10.2C 1 and 2 below.
  - 1. Full-time - the first day of the calendar month following three (3) months (90 days) of service.
  - 2. Part-time - the first day of the calendar month following six (6) months (182 days) of service.
- D. The Life and AD&D insurance coverage amounts are equal to approximately one year's annual wage but not less than \$5,000. The initial amount is determined by annualizing the employee's wages. Subsequent amounts will be effective each January 1st based on the employee's wages in the previous calendar year.
- E. Benefits summarized above will be provided in accordance with specific terms and conditions of the Plan, and in case of questions regarding benefit payment or eligibility, the terms and conditions of the insurance contract will govern.

## 10.3 SHORT TERM DISABILITY PLAN

- A. Eligible full-time and part-time employees qualify for coverage under the Short Term Disability Plan following the completion of the service requirement as defined in subsection 10.3F. Benefits are payable for covered disabilities pursuant to the coverage requirements outlined in this Section 10.3 and according to the benefit schedules provided in subsection 10.3F.
- B. Short Term Disability benefits are payable for scheduled time lost from work for eligible employees who become and remain totally disabled while not on layoff or leave of absence, and are under the care and treatment of a duly qualified physician because of a non-work related illness or injury. The term "physician" shall mean an individual who is properly licensed and recognized by the law of the state in which treatment is received and is performing within the scope of his license.
- C. Following the completion of the service requirement, eligible employees have twenty (20) days of coverage. Additional days of coverage accumulate at the rate of three (3) days per each quarter of service, up to a maximum accumulation of one hundred thirty

(130) days of coverage. Any days used will be subtracted from the accumulated total available to the employee.

- D. The weekly benefit will be calculated on the basis of the employee's average hours worked during the last two (2) complete accounting quarters immediately preceding the disability, up to a maximum of forty (40) hours per week times seventy percent (70%) of the employee's straight time hourly rate at the time the disability occurs, up to the maximum benefit amounts as defined in subsections 10.3F.
- E. The daily benefit rate shall be equal to the weekly benefit rate divided by five (5), up to a maximum of five (5) days per week of benefits.
- F. All regular full-time or part-time employees with at least one (1) year (twelve (12) months) of service are covered under the Short Term Disability Plan as defined in this subsection 10.3 up to the maximum benefit amounts listed below:

part-time employees	\$100 per week, \$ 20 per day
full-time employees	\$190 per week, \$ 38 per day

- G. If the employee is returned to restricted work and/or hours, partial disability benefits may apply. The Short Term Disability benefit will be equal to the employee's regular calculated benefit rate minus seventy percent (70%) of the income the employee earned at work.
- H. No benefits will be paid for a disability: (1) which is covered by workers' compensation or occupational disease law; or (2) which arises from or is sustained in the course of any occupation or employment for compensation, profit, or gain; or (3) resulting from an intentional, self-inflicted injury or sickness; or (4) which is due to war, any act of war or international armed conflict.
- I. The benefit will begin seven (7) calendar days after the first scheduled working day lost because of disability due to a covered accident or illness. No benefits will be paid unless and until the Employer receives the employee's application completed by the attending physician on the form supplied by the Employer and information sufficient for the Employer to determine that a disability exists. This application must substantiate the disability and state the date the employee first came under the physician's care for the disability period. In order to be eligible for any benefits, this application must be delivered to the Employer no later than thirty (30) days after the disability began, unless it was not reasonably possible to do so and the application was delivered as soon as reasonably possible. No benefits will be paid for the period prior to the time the disability began and the employee came under the care and treatment of the physician for the disability.
- J. The Employer reserves the right to require additional reports from the attending physician to substantiate that appropriate care and treatment are being rendered by the physician and in an appropriate specialty. The disability must be supported by current objective

medical evidence. The course of treatment must be appropriate for the disability. In absence of continuing proof of disability, the Employer may suspend benefits. If continuing proof of disability is received within 30 days of the suspension date, benefits will be reinstated without lapse. If continuing proof of disability is not received within 30 days of the suspension date, benefits will be reinstated as of the date such proof is received by the Employer. The Employer also reserves the right to have the employee examined by a physician of the Employer's choice to confirm the disability is supported by objective medical evidence and that the course of treatment is appropriate. The Employer can in its sole discretion determine that a disability exists based on all medical information obtained.

- K. The Employer reserves the right to offer favored work within medical restrictions if an employee is unable to return to regular job duties. If the employee refuses the work offered, Short Term Disability benefits will cease.
- L. Periods of disability not separated by two (2) continuous weeks of full employment at regular duties are considered as one (1) period of disability.
- M. During a week in which an employee qualifies for Short Term Disability benefits and also works part of the same week, the employee shall receive the appropriate hourly rate for such hours worked. In any week, an employee may collect a maximum of five (5) days of compensation whether worked or treated as disability pay under this section. This five (5) day maximum can be composed of any combination of benefit pay and scheduled work.
- N. The terms and conditions of this Short Term Disability Plan as set forth in this Section 10.3 shall be effective for all covered disabilities arising on or after the date of ratification.
- O. Any change in job classification due to transfer from another job classification will automatically be effective the first of the month following the transfer in determining the level of coverage, provided the employee has satisfied the eligibility requirements.
- P. These benefits will be provided in accordance with the specific terms and conditions of the actual Plan Document, and in case of any questions regarding payment or eligibility, the terms and conditions of the Plan Document will govern.

#### 10.4 PENSION PLAN

- A. For the duration of this Agreement, the Employer agrees to maintain the Meijer, Hourly Pension Plan for eligible full-time and part-time employees in the bargaining unit, subject to the terms and conditions of this Defined Benefit Plan. No matter respecting this Pension Plan shall be subject to the grievance procedure of this Agreement.
- B. An eligible employee becomes a participant in the Plan on the first February 1 or August 1 after attaining age 21 and completing an eligibility computation period during which the employee has at least 1,000 hours of service. The initial eligibility computation period is the first twelve (12) months of employment. The subsequent eligibility computation period is each calendar year beginning after the employee's date of employment.

- C. Employees will be vested in the Pension Plan on the completion of five years of vested service. However, pension benefits can be paid if the participant retires after attaining "normal retirement age" as described in subsection 10.4E below, even if the vested service requirement is never met. Benefits payable under this Plan are a function of benefit service and the applicable benefit dollar levels in effect as described in subsection 10.4F below.

One year of vested service will be credited for each calendar year in which the employee has at least 1,000 hours of service. If a participant has less than 1,000 hours of service in a calendar year, the participant shall not be credited with any vested service for the calendar year.

The calendar year for the purpose of this Plan is defined as the payroll year, and in the calculation of hours for benefit service and vested service, credit shall include each hour for which an employee is paid during the calendar year.

- D. If a participant has less than 1,000 hours of service in a calendar year, the participant shall not be credited with any benefit service for that year. If a participant has at least 2,000 hours of service in a calendar year, the participant shall be credited with a year of benefit service. If a participant has less than 2,000 hours of service in a calendar year, the participant shall receive credit for .5 of a year of benefit service upon completion of 1,000 hours and 1/10th of a year of benefit service for each additional 200 hours as illustrated below.

1,000 hrs.	=	.5
1,200 hrs.	=	.6
1,400 hrs.	=	.7
1,600 hrs.	=	.8
1,800 hrs.	=	.9
2,000 hrs.	=	1.0

- E. For all employees retiring before January 1, 2001, "normal retirement age" means the age at which the participant is at least age 65 and has completed five years of participation in the Plan. For all employees retiring on or after January 1, 2001, "normal retirement age" means the age at which the participant is at least 65 and has completed either five years of participation in the Plan or five years of continuous employment.
- F. For the purpose of the Pension Plan benefit schedule described in this subsection 10.4F, an employee eligible for the Food Schedule is any regular full-time or part-time employee in job numbers CF7, CFA and CFB. All other regular full-time or part-time employees are eligible for the General Merchandise Schedule.

Benefit levels under this Pension Plan shall be equal to at least the following.

For service on or after January 1, 1996:

	FOOD SCHEDULE	GENERAL MERCHANDISE SCHEDULE
First five years	\$16.00	\$13.00
Next five years	17.00	14.00
Next ten years	19.00	16.00
Next fifteen years	21.00	17.00

For service on or after January 1, 2001:

	FOOD SCHEDULE	GENERAL MERCHANDISE SCHEDULE
First five years	\$17.00 per year	\$14.00 per year
Next five years	18.00 per year	15.00 per year
Next ten years	20.00 per year	17.00 per year
Next fifteen years	22.00 per year	18.00 per year

- G. If the present value of the Pension benefit for a terminated vested employee is \$5,000 or less, the benefit will be paid in a single lump sum payment with no additional benefits payable under this Plan.
- H. Benefits summarized in subsections 10.4A through G will be provided in accordance with the specific terms and conditions of the Plan, and in case of any question regarding benefit payment or eligibility, the terms and conditions of the plan documents will govern.
- I. Employees will also be eligible to participate in the 401(k) plan described in Section 10.5.

#### 10.5 401(k) SAVINGS PLAN

- A. For the duration of this Agreement, the Employer will maintain a defined contribution type of retirement plan known as a 401(k) Plan. The employees eligible to enroll in the Plan are regular employees who are at least 20 - 1/2 and have completed six (6) months of service. A 401(k) Plan permits a participant to defer part of the participant's pay (up to 15%) and have the Employer contribute the amount of the pay deferral to the Plan instead of paying it to the participant in his paychecks.
- B. Each participant in the Plan will have accounts in his or her name. All participants' accounts are invested together in certain investment funds. The amount of a participant's benefits from the Plan is based upon the amount in the participant's accounts. The amount of the participant's accounts will depend upon the amount of the contributions (pay deferral) made on the participant's behalf and the performance of the investment

funds. In case of any questions regarding eligibility, administration, or benefits, the terms and conditions of the Plan documents will govern.

## 10.6 OTHER BENEFITS

### A. Bereavement Leave

1. All employees are eligible for a bereavement leave program after the completion of three (3) months (90 days) of service. The bereavement leave benefit provides a leave of absence with pay for scheduled time lost as described below.
  - a. Employees will receive three (3) days of bereavement leave for the death of the employee's spouse or child.
  - b. Employees will receive two (2) days of bereavement leave for the death of the employee's parent, sister, brother, or the child of the employee's spouse.
  - c. Employees will receive one (1) day of bereavement leave for the death of the employee's grandparent or grandchild.
2. The employee must notify his or her immediate supervisor or manager-in-charge. The immediate supervisor may give additional days off without pay.
3. If an employee is notified of a death in his immediate family (spouse, parent, child) while at work, he shall be granted the remainder of the day off and paid for scheduled work hours. This shall not be counted as part of the above provided days.
4. Pay for each day will be the fringe day amount. The fringe day amount is calculated by taking the employee's total active service hours (ASHs) during the previous anniversary year, divided by 52 weeks, divided by 5 days, times the employee's rate of pay in effect when the benefit is payable. (However, during the first year of employment the fringe day amount will be calculated after the completion of three (3) months (90 days) of service.) An active service hour (ASH) is any hour for which the employee is paid for actual work, holiday pay, paid days off, bereavement leave, or jury duty. There will be no cap on fringe day amounts.

### B. Jury Duty

1. All employees are eligible to receive jury duty benefits after the completion of three (3) months (90 days) of service.
2. This benefit provides payment for scheduled time missed because of involuntary jury duty service for up to thirty (30) consecutive days in any anniversary year. This benefit will be paid in addition to any payments made by the court for jury duty service.

3. The benefit payment equals the employee's current regular rate of pay times scheduled hours missed because of jury duty service. The employee's jury duty benefit will not be reduced by any payments received from the court for jury duty service.
4. Employees must inform their supervisor of their selection for jury duty as well as any scheduled days for jury duty or days they are to be available for jury duty. Employees may be scheduled for work in such a manner as to reduce the probability of conflict between work schedules and jury duty service.
5. In order to receive jury duty pay, the employee must submit the court payment voucher for any payment received from the court for jury service. This payment voucher will be used to verify jury duty service. The jury duty benefit will not be paid without court issued documentation of all jury duty service.

C. Paid Days Off

1. Employees will be eligible for paid days off on their first anniversary date and subsequent anniversary dates. Eligible employees will be entitled to receive pay for days off required for vacations, illness or other personal needs, according to the following schedule:

After completing:

Each anniversary eligible employees receive:

1 year of continuous service	7 paid days off
3 years of continuous service	14 paid days off
10 years of continuous service	20 paid days off

2. Pay for each day will be the fringe day amount. The fringe day amount is calculated as defined in subsection 10.6 A 4.
3. All Paid Days Off must be taken within the one (1) year period following the anniversary date in which they became available for use. Employees may not receive pay in lieu of Paid Days Off. Unused days from the employee's current anniversary year will be paid at termination of employment unless the termination is because of misconduct involving violations of Company rules, policies, procedures or guidelines or other conduct which is detrimental to or which demonstrates a disregard for customers, employees or Company interests. Pay in such cases shall not be granted.
4. A day may be either requested in writing by noon Wednesday of the preceding week or requested in writing after an unavoidable absence.
5. Pay for days less than five will be paid in the weeks that the absence occurs or the request is processed.
6. All time off is granted at management's discretion as business conditions permit. Requests for days off will not normally be granted during a holiday week, or on the day before or after a holiday.



D. Holidays

1. All employees who have completed six (6) months of service (182 days) before the holiday, will be eligible to receive holiday pay for the following holidays: New Years Day, Thanksgiving Day, and Christmas Day. When these employees have completed one (1) year of service before the holiday, they will be eligible to receive holiday pay for Memorial Day, Independence Day, and Labor Day in addition to the holidays listed above.
2. An employee eligible to receive holiday pay will only receive such holiday pay if he has worked his entire shift on his last scheduled day before the holiday and his first scheduled day after the holiday, and has worked at least one (1) day during the week in which the holiday falls.
- ~~3.~~ An employee who is scheduled to work on a holiday, but fails to do so, forfeits holiday pay. An employee who is absent all or part of his scheduled day before or his scheduled day after the holiday will not receive holiday pay unless the absence is excused in advance, in writing. However, if absent other than paid days off as provided in subsection 10.6C, an employee must actually work at least one (1) day in the week on which the holiday falls in order to receive holiday pay.
4. Pay for a covered holiday will be the fringe day amount as determined on the employee's previous anniversary date as defined in subsection 10.6A 4.

10.7 General Provisions Relating To Benefits Provided In This Article

Benefits as provided in this Article X are not payable if the loss results from war (declared or undeclared) or any act incident thereto. In the event of a serious epidemic, the Employer reserves the right to pay out only what can be paid without jeopardizing the stability of the Company and its ability to continue to provide employment, in the opinion of the Employer.

## Article XI - Leave Of Absence

**Section 1. Personal Leave.** An employee may be granted a personal leave of absence by agreement between the employee and the Employer, if a written request for such leave is approved by the Employer. All requests for leave must be in writing and state the specific reason for the leave requested. The written request must be given to the employee's immediate supervisor. Management's response to the requested leave shall be given in writing within ten (10) days from the time the request is received. Seniority shall accrue during the personal leave.

**Section 2. Union Leave.** If an employee is appointed by the chief executive officer of the Union to a job as an official of the Union, he will be granted a leave of absence without pay for a period not to exceed one year. The Union will make the request in writing one month prior to the leave commencing.

**Section 3. Military Leave.** Leaves of absence shall be granted to employees for the purpose of serving in the military of the United States. Any employee returning from military service shall be entitled to re-employment in accordance with the provision of applicable federal law.

**Section 4. Educational Leave.** An educational leave of absence may be granted to employees at the discretion of management for the purpose of attending college or specialized training approved for job related purposes.

Employees on such a leave shall retain past seniority for time in classification and all other purposes except job bidding, scheduling and layoff. Employees returning from educational leave will begin a new seniority date for job bidding, scheduling, and layoff purposes.

An employee may remain on a leave for up to nine (9) months with a three month extension, provided they have contacted the Store/Unit Director with a commitment to return to work prior to the end of the time period.

Failure of the employee to return to work within the nine (9) months of leave or such later date as specified within the extension period shall result in termination.

The Employer may require verification of attendance in order to approve or continue an educational leave of absence. The Employer reserves the right to require any necessary verifications.

**Section 5. Personal Maternity Leave.** Pregnant employees will have the option of taking a personal maternity leave of absence rather than a disability leave. If the employee decides to take a personal maternity leave, the employee may take such leave at any time during the pregnancy. If such a leave is taken, the employee may remain on leave up to ninety (90) days after her termination of pregnancy.

Employees may request additional personal leave time. The granting of such additional time will take into account the medical condition of the employee and her infant and the business conditions of the Employer. If the Employer grants additional time, there will be a maximum of thirty (30) days granted.

Employees deciding to take the personal maternity leave will receive up to thirty (30) days of Short Term Disability benefits according to the employee's available and unused benefit days upon commencing the leave. This is only payable if the employee is eligible to receive Short Term Disability benefits under Section 10.3.

Section 6. Non-Work Related Disability Leave. Leaves of absence shall be granted for up to one (1) year for employees who become unable to work because of non-work related illness or injury. This leave shall become effective the first full day off work due to the illness or injury. The illness or injury must be verified by a physician certifying the disability is supported by current objective medical evidence. The course of treatment must be appropriate for the disability. The Employer, however, reserves the right to have the employee examined by a physician of its choice to confirm the illness or injury.

In the event the employee is medically unable to return to work and resume his regular job duties on the date the leave is due to expire, up to a six (6) month extension will be granted at ninety (90) day intervals if the employee's physician submits verification for such extension indicating a time the employee will be able to return to work and assume his regular job duties during the extension period. Additional extensions may be granted by the Employer beyond the six (6) month extension period. The Employer reserves the right to have the employee examined by a physician of its choice to confirm the need for the extension.

Failure of the employee to return to work within the one (1) year period of leave or such later date as is specified within the extension period shall result in termination.

Seniority shall accrue during non-work related disability leaves.

Section 7. Work Related Disability Leave. Leaves of absence shall be granted for up to one (1) year for employees who become unable to work because of a work related injury. This leave shall become effective the first full day off work due to the injury and must be verified by a physician certifying the disability is supported by current objective medical evidence. The course of treatment must be appropriate for the disability. The Employer may require certification of injury from a physician of its choice.

In the event the employee is medically unable to return to work and resume his regular job duties on the date the leave is due to expire, up to a six (6) month extension will be granted at ninety (90) day intervals if the employee's physician submits verification for such extension indicating a time the employee will be able to return to work and assume his regular job duties during the extension period. Additional extensions may be granted by the Employer beyond the six (6) month extension period. The Employer reserves the right to have the employee examined by a physician of its choice to confirm the need for extension.

Failure of the employee to return to work within the one (1) year period of leave or such later date as is specified within the extension period shall result in termination.

Seniority shall accrue during work related disability leaves.

Section 8. Any employee on leave of absence for reasons other than military leave must return on the date agreed, unless mutually agreed otherwise between the Employer and the employee or his employment shall be terminated.

Section 9. No leave of absence will be granted to any employee for the purpose of trying out another job, engaging in any other employment, or to venture into business for himself unless the Employer gives special permission in writing. Failure to comply with this provision shall result in complete loss of seniority rights for the employee involved.

Section 10. Employees on a non-work related disability leave, or a work related disability leave, must have medical certification from the treating physician releasing the employee to return to work. "Physician" means an individual who is properly licensed and recognized by the law of the state in which treatment is received and is performing within the scope of that license. Employees who are unable to return and perform fully all the requirements of the job the employee held prior to such disability may be returned to available work consistent with their medical restrictions. The Employer reserves the right to determine the employee's ability to work by obtaining further information from the treating physician or to have the employee examined by a physician of its choice to confirm the ability to work with or without restrictions. Time lost from work additionally may be payable under the Short Term Disability Plan or Workers' Compensation to the extent the employee is eligible for such coverage. The existence of the available work with restrictions will be determined solely by the Employer.

Favored work will be offered to both the employees on work related disability leaves and employees on non-work related disability leave, where such work exists, as determined by the Employer. The favored work will be such that an employee can retain and accrue seniority and receive contractual benefits as defined in Article X. During the period of such favored work assignment, the employee can maintain his Union membership. Compensation for favored work for employees on work related disability leave shall be subject to applicable Workers' Compensation Law. Compensation for favored work for employees on non-work related disability leave shall be based on the partial disability benefit provided under Section 10.3, Short Term Disability Plan, if eligible.

Favored work under this section will not be subject to any posting, bidding, or assignment procedures. However, layoff procedures shall apply when there is a layoff that affects that work assignment and employees returned to work under this provision will not be used to displace other employees. Placement of employees on favored work shall be consistent with their seniority when retained within their regular classification or department. Employees assigned favored work outside their regular job classification will be assigned hours based upon departmental needs and times as required by business conditions. When employees are assigned favored work outside their job classification, their seniority will not take precedence over the regular classification of employees permanently assigned to the department.

When employees are released from their medical restrictions, they will be considered as returning from disability leave and treated accordingly.

Section 11. Family and Medical Leave. Employees who are eligible for a leave of absence pursuant to the Family and Medical Leave Act of 1993, will be granted such leave according to the actual terms and conditions defined in the Act. The leave types available as a qualified Family and Medical Leave under the Act are listed below:

1. Personal Maternity Leave, described in Section 11.5.
2. Disability Leave, both non-work related and work related, described in Sections 11.6 and 11.7.
3. Family Care Leave, described below.

Employees who are eligible under the Act, who have applied for and have been determined to qualify for a personal maternity leave or disability leave for the purpose of their medical disability and/or pregnancy and childbirth, will be entitled to the benefits and rights provided under the Act. Such employees will also be subject to the employee responsibilities and requirements contained in the Act. In

those cases where employees have satisfied such obligations, the entitlements provided by the Act will be incorporated within the administration of personal maternity and disability leave.

Employees who are not eligible or do not qualify for leave of absence pursuant to the Act, or have exhausted the leave time available under the Act, may still be granted personal maternity or disability leave as described in Sections 11.5, 11.6 and 11.7. However, such leave would not be a qualified leave under the Act and such employees would not be eligible to receive the specific entitlements provided by the Act. The administration of these leaves would be consistent with the provisions contained in Sections 11.5 through 11.10.

Employees who are eligible for leave under the Act for the purpose of providing care for a family member as described below, who have applied for and have been determined to qualify for leave, will be granted a family care leave. Family care leave is for the purpose of providing care for:

1. The employee's newborn child.
2. A child recently placed with the employee for adoption or foster care.
3. The employee's spouse, child, or parent with a serious health condition.

Employees who are eligible and approved for family care leave will be entitled to the benefits and rights provided under the Act. Such employees will also be subject to the employee responsibilities and requirements contained in the Act. In those cases where employees have satisfied such obligations, the entitlements provided by the Act will be available during a family care leave.

Employees who are not eligible for leave, do not qualify for family care leave, or have exhausted the leave time available under the Act, will not be granted a family care leave. In such cases, the employee may apply for a personal leave as described in Section 11.1. However, such leave would not be a qualified leave under the Act and such employees would not be eligible to receive the specific entitlements provided by the Act. The administration of such leaves would be consistent with the provisions contained in Section 11.1.

In all cases of approved leave of absence which are qualified as covered under the Family and Medical Leave Act, such leaves will be administered according to the actual terms and conditions of the Act. Exceptions to the requirements or limitations provided by the Act will only occur pursuant to the Employer's specific agreement within this Agreement or in writing outside of this Agreement and only when such exceptions will result in more favorable treatment of employees than the Act requires.

## ARTICLE XII - UNION COOPERATION

- (a) The Union agrees to the reasonable rules and regulations of the Employer in regard to punctual and steady attendance, conduct on the job and all other reasonable rules and regulations established by the Employer.
- (b) The Union agrees to cooperate with the Employer in maintaining and improving safe working conditions and practices, in improving the cleanliness and good housekeeping of the stores; and in caring for equipment and machinery.
- (c) The Union agrees to cooperate in correcting inefficiencies of members which might otherwise necessitate discipline or discharge.
- (d) The Union recognizes the need for improved methods and output in the interest of the employees and the business and agrees to cooperate with the Employer in the installation of such methods, in suggesting improved methods and in the education of its members in the necessity for such changes and improvements.
- (e) The Union recognizes the need for conservation and the elimination of waste and agrees to cooperate with the Employer in suggesting and practicing methods in the interest of conservation and waste elimination.
- (f) Per the Letter of Understanding between Meijer Stores and UFCW, Local 1099, May, 1997, the Union agrees to promote workplace safety, a drug free work environment, and the post accident screening policy as implemented by the Company regarding drug testing for workplace accidents.
- (g) The parties will discuss the implementation of a labor and management committee regarding workplace safety.

## Article XIII - General

### Section 1.

Notices from the local Union office regarding the administration of the Contract may be posted on up to three bulletin boards (one by the back break room, one in the Service time clock area and one in the Grocery back room) per unit which will be placed away from areas open to the public. Any materials posted shall be identified as official notices of UFCW, Local 1099, and will not contain any statements adverse to the Employer or the Employer's business, or be political in nature. The Union may post notices regarding the Membership Assistance Fund.

### Section 2.

An employee who accepts a transfer out of the bargaining unit shall retain, if returned to the bargaining unit, his past seniority for a period of ninety (90) days after such transfer.

### Section 3.

The Employer must display Union store cards and/or decals as provided by the Union in each of the Employer's stores covered by this Agreement. Such cards shall remain property of the Union and shall be surrendered on demand.

### Section 4. Uniforms

Uniforms will be provided by the Employer as required, as follows:

Polo-shirt

Full-time – Maximum of three (3) per year with issue of three (3) on hiring date.

Part-time – Maximum of two (2) per year with issue of two (2) on hiring date.

These uniforms will be maintained by the employee in an appearance acceptable to the Employer.

### Section 5.

The Employer and the Union agree that the security of all controlled substances and confidential records is of utmost importance. Any employee found violating restrictions on access to the same will be subject to immediate discharge.

### Section 6.

Employees will properly record their time in the prescribed manner when reporting for work and when leaving. Employees' time must be properly recorded when performing any work or assignment for the Employer. Employees failing to comply with this section will be subject to disciplinary action up to and including discharge. Employees will be paid when required to attend a meeting scheduled by the Employer. Such time will not be counted for purposes of overtime calculations, except as Federal statute requires.

Section 7.

The Employer may establish classifications as needed, and is to classify employees. Although the Employer may create or change job classifications, the rates applicable to new or materially changed classifications shall be subject to negotiations between the parties.

Section 8.

Any reference to the male gender contained herein is for illustrative purposes only and shall be deemed to include the female gender.

Section 9. Unit Closings

When the Employer decides to close a unit that directly affects employees at that unit covered by this Agreement, the Employer shall notify the Union of such closing. At the request of either party, the parties shall meet to discuss the closing. As a result of such discussion, the President of the Local Union and management representatives may upon mutual agreement modify or amend the terms of Articles VI and VII pertaining to the operation and the employees directly affected by the closing.

Section 10.

The Employer agrees to follow all Federal and State laws regarding discrimination and polygraph usage for its employees.

Section 11.

The Employer shall provide such workers' compensation benefits as required by law for eligible employees but may fund such benefits under a welfare benefit trust established to provide such benefits.



#### Article XIV - Separability

It is hereby declared to be the intention of the parties of this Agreement that the sections, words, paragraphs, sentences, clauses and phrases of this Agreement are separate and if any section, word, paragraph, sentence, clause and phrase of this Agreement shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction because of conflict of any federal or state law, each invalidity shall not affect any of the remaining sections, words, paragraphs, sentences, clauses and phrases of this Agreement.

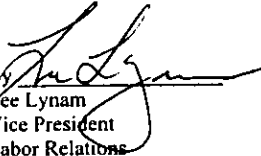
The Employer and the Union agree that substitute provisions to replace any part of this Agreement invalidated pursuant to the foregoing shall be incorporated into this Agreement within thirty (30) days thereafter.

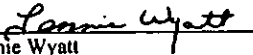
Article XV - Duration and Termination

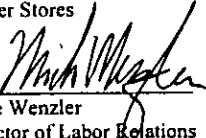
THIS AGREEMENT shall expire Saturday, October 8, 2005, but will automatically continue from year to year thereafter unless notice is given in writing by either party not less than sixty (60) days prior to the expiration date or the Saturday, closest to the 8<sup>th</sup> of October of any subsequent year, of their desire to terminate or negotiate changes in the Agreement.

MEIJER STORES

UNITED FOOD AND COMMERCIAL  
WORKERS INTERNATIONAL UNION  
Local 1099, AFL-CIO, CLC

By   
Lee Lynam  
Vice President  
Labor Relations  
Meijer Stores

By   
Lennie Wyatt  
President  
UFCW, Local 1099

By   
Mike Wenzler  
Director of Labor Relations  
Meijer Stores

By   
Steve Culter  
Secretary/Treasurer  
UFCW, Local 1099

## LETTER OF UNDERSTANDING

During negotiations in 2000 for the Cincinnati contract, the parties agreed to the implementation of an experimental weekend premium.

This experimental premium of \$1.50 per hour applies to all bargaining unit team members at Stores #135, 147, 148, 150, 151, 157, 159, and 168 for all hours worked from midnight Friday through midnight Sunday.

The premium will commence within two weeks of ratification of the Cincinnati contract and will end February 3, 2001 at which time it will be evaluated in terms of its level of success.

Any change or modification to the premium between the start date and the end date of February 3, 2001 will be discussed with Local 1099 prior to implementation.

FOR THE COMPANY:

Mark Menden

10-25-00

Date

FOR THE UNION:

Lance Wyatt

10-25-00

Date

**WITHDRAWAL CARD** - It is necessary to obtain a withdrawal card from your Local Union when you leave the retail field to avoid payment of reinstatement fees upon returning to retail employment. To obtain a withdrawal card, make a written request to your Local Union office, giving your name and address, social security number and the reason for leaving the retail field. The withdrawal card will be issued at no cost, the only requirement being that your initiation fee be fully paid and your dues must be paid for the month in which you request the withdrawal card. The withdrawal card is good indefinitely and allows you to become a member of any Local Union of the United Food and Commercial Workers International Union, AFL-CIO, CLC without payment of any additional fee. Withdrawal cards must be deposited with this office within 30 days after returning to work or said card becomes null and void and the reinstatement fee must be paid. All persons returning to work with withdrawal cards must fill out a new application and authorization.

**GRIEVANCES** - To report a grievance, contact the steward in your store or phone or write your business representative. Give all the facts of the grievance and the steward or business representative will investigate and adjust the grievance immediately.

**CHANGE OF ADDRESS** - Report all changes of address and/or name to the Union Office immediately.

## **UNITED FOOD & COMMERCIAL WORKERS UNION**

**LOCAL NO. 1099**

913 Lebanon Street

Monroe, OH 45050-1495

(Toll Free) 1-800-582-1099

(Local) 539-9961

Website: [www.ufcw1099.org](http://www.ufcw1099.org)



LOCAL NO. 1099

**UNITED FOOD AND COMMERCIAL WORKERS UNION**

913 Lebanon Street  
Monroe, Ohio 45050-1495

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