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UFCW 951

Retail Contract

72 pp

10/20/15
**United Food and Commercial Workers
Local 951**

&

Meijer Great Lakes Limited Partnership

Cent. Eff: 9/14/03 - 9/8/07

West Eff: 9/14/03 - 4/26/08

East Eff: 9/14/03 - 9/6/08

Robert Potter
President
International Vice President



**MICHIGAN RETAIL AGREEMENTS
(CENTRAL, WEST, & EAST)**

BY AND BETWEEN

MEIJER GREAT LAKES LIMITED PARTNERSHIP

AND

**UNITED FOOD AND COMMERCIAL WORKERS UNION
LOCAL 951**

**AS CHARTERED BY
UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION,
AFL-CIO AND CLC**

CENTRAL EFFECTIVE: SEPTEMBER 14, 2003 – SEPTEMBER 8, 2007

WEST EFFECTIVE: SEPTEMBER 14, 2003 – APRIL 26, 2008

EAST EFFECTIVE: SEPTEMBER 14, 2003 – SEPTEMBER 6, 2008

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3/30/04



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THIS AGREEMENT, entered into on this 14th day of September, 2003, by and between Meijer Great Lakes Limited Partnership, hereinafter referred to as "Meijer Stores" or the "Employer", and United Food and Commercial Workers Union, Local 951, as chartered by the United Food and Commercial Workers International Union, AFL-CIO and CLC, hereinafter referred to as the "Union", as the collective bargaining agent for and on behalf of certain employees of the Employer as specified herein.

ARTICLE 1: 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 September 14, 2003, prior to September 14, 2003, 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 2: COVERAGE

- 2.1 The Employer recognizes the Union as the sole and exclusive collective bargaining agent with respect to rates of pay, hours, and all other terms and conditions of employment for employees in job classifications covered by this Agreement at those units of the Employer located in Michigan in which the Union has been established as bargaining representative as of September 14, 2003.
- 2.2 This Agreement shall also apply to any remodel of a covered unit, replacement of a covered unit in the same market area, or expansion of any covered unit at the same site, provided that the nature of the operations and/or format of the business after the remodel, replacement or expansion is the same as that which existed at the affected unit prior to the change.
- 2.3 This Agreement shall also apply to all traditional Supermarket and/or General Merchandise and Warehouse units that are opened by the Employer in Michigan after September 14, 2003, in which the nature of the operations and/or format of the business is the same as that which presently exists at the units identified in paragraph 2.1 above, provided the Union properly establishes its right to be recognized as the bargaining agent for the employees at such unit.

- 2.4 The Employer recognizes the Union as the collective bargaining agent for all full-time and regular part-time Grocery, Meat, Produce, General Merchandise, Warehouse and Property Management and Services employees at the covered units, excluding employees of any lease operation, employees of any existing or future operations which are either not physically attached to a covered unit or are not operated within the same premises as a covered unit, Manager Trainees, Store Directors, Line Managers, Department Managers, Property Management and Services Supervisors, Distribution Center Supervisors, Working Supervisors and the management to which such Managers report, Auditors, Registered Pharmacists, Pharmacy Technicians, Professional, Confidential, Office, Clerical, Systems Monitors, Managerial employees, Security employees and other Guards and Supervisors as defined in the Labor Management Relations Act as amended, and all other employees.
- 2.5 It is agreed that the Employer may designate certain persons as Managers-in-training and such persons are excluded from this Agreement.
- Manager Trainees shall not be used to replace bargaining unit employees. In no case will an employee be assigned as a Manager Trainee for longer than eighteen (18) months in the Company.

ARTICLE 3: UNION SECURITY

- 3.1 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.
- 3.2 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, following five (5) weeks of active employment, 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, following five (5) weeks of active employment, 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 the initiation fee uniformly required as a condition of acquiring or retaining membership. 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.

Those employees who maintain a non-member status or change their status to a non-member 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.

- 3.3 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 951 Foundation. Deductions shall be in the amount specified in the checkoff authorization form signed by the employee and deducted each pay period. The deduction shall continue for the life of this Agreement for those employees who sign UFCW 951 Foundation 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 ten (10) days after information on any permanent transfers, promotions, discharges, or new hires as recorded by the Payroll Department in the Corporate offices.

- 3.4 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 Articles 2 and 3.

The Union further agrees to provide legal defense to any claims or to reimburse the Company for costs of legal defense of claims arising under the provisions of Articles 2 and 3.

Stewards

- 3.5 Stewards shall be selected or elected by the Union from employees at each building location in accordance with its Bylaws and Constitution. There shall be a maximum of seven (7) stewards in each location.

Employees in the following classifications or assignments cannot serve as stewards:

- Bookkeeper
- Lead Store Clerk
- Back Door Receiving Clerk

In the event two (2) stewards are from the same department, only one (1) can be on Union business at any time both are working. The Union will not have 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. The Union will maintain a minimum of one (1) steward per shift.

If two (2) stewards from the same department have jurisdictional coverage for more than one (1) department, only one (1) can be out of the department on Union business at any one (1) time. If stewards come in to handle Union business on their own time, the Company shall have no responsibility or liability to pay for said time.

All stewards will be given one (1) paid personal holiday per year, which shall be

paid at the fringe day rate, to be used in conjunction with Union authorized steward training conferences. This day will be granted upon thirty (30) days written notification to the Labor Relations Department by the Local Union.

ARTICLE 4: MANAGEMENT CLAUSE

- 4.1 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 5: GRIEVANCE PROCEDURE

- 5.1 It is the intent of the grievance procedure that, should any difference, disputes, or complaints arise over the interpretation or application of this Agreement that cannot be resolved between the employee and his immediate supervisor, there shall be an earnest effort on the part of the parties to settle such with reasonable promptness through the following steps.

STEP I: By a conference to be held between the aggrieved employee, his steward and the management of the Employer, or the Business Representative and the management of the Employer. The conference will be held and management's response will be given promptly.

The Step I grievance must be initiated by the aggrieved employee and his steward or the Business Representative with dated, written notification identifying the specific nature of the grievance filed with the Store Director's office.

STEP II: If the grievance is not resolved in Step I, the Union may process the grievance to Step II of the grievance procedure. The Step II grievance must be initiated by the Union Business Representative with a written grievance signed by the Business Representative and identifying the specific nature of the grievance and submitted to the Store Director's office and a copy forwarded to the Labor Relations Department.

The Step II grievance will be met on by the Union Business Representative and the Grievance Committee of the Employer. The parties will make every reasonable effort to meet and respond to Step II grievances promptly.

If the grievance is not resolved at Step I the Union may process the grievance to Step II only by requesting such meeting in the manner provided within thirty (30) days of the response to the Step I conference.

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

STEP III: If the grievance is not resolved in Step II, either party may, within ninety (90) calendar days from the Step II grievance conference, in writing, request arbitration and the other party shall be obliged to proceed with the grievance in the manner provided:

Grievance Adjustment Board

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 or his designee and an Executive Officer of the Local Union 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 either parties' request to arbitrate the issue, and shall be considered final and binding.

If the Union determines that particular standards of work performance instituted by the Employer are resulting in unfair disciplinary action against members, the parties will immediately attempt to resolve such issue by submission to the Grievance Adjustment Board for an advisory opinion.

Arbitration

When arbitration has been requested and if either of the parties refuse to submit the grievance to the Grievance Adjustment Board, an Arbitrator will be selected from a panel of Arbitrators on a rotating basis. The panel of Arbitrators will be selected by the parties and will be at least five (5) Arbitrators who have been mutually agreed upon by the parties. If the parties are unable to agree on the selection of an Arbitrator, they shall select the Arbitrator from a panel of names obtained from the American Arbitration Association in the manner prescribed by the rules of the Association.

5.2 The authority of the Arbitrator and the Grievance Adjustment Board shall be limited to the consideration of unresolved grievances timely raised under this Agreement. They alone shall have the authority to interpret the meaning of this Agreement but shall not have the authority to modify, add to, or detract from this Agreement. With respect to discipline or discharge grievances, the Arbitrator or the Adjustment Board alone shall determine if the discipline or discharge was for just cause, and shall review the penalty imposed. They shall have the sole authority to order back pay in whole or in part. The decision shall be final and binding upon both parties and is exclusively and expressly reserved for the parties to this Agreement.

5.3 Grievances must be taken up promptly and no grievance shall be considered or discussed which is presented later than ten (10) days after the events took place that are the basis of 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 the mathematical calculation of wage or wage rates or failure to pay for holidays, sick pay or vacation.
- E. Improper recall of laid off employees.

5.4 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.

- 5.5 The Local Union shall have the right to determine whether or not the employee's grievance is qualified to be submitted to Arbitration. This may include either the Grievance Adjustment Board or Arbitration.
- 5.6 A steward shall notify his immediate supervisor or supervisor-in-charge in the immediate supervisor's absence, when the steward is leaving his work station for Union business.
- The Employer reserves the right to limit the time and number of grievance discussions between the grievant and his steward which are held during the working time of either employee, so long as reasonable periods are permitted for the discussion and writing of the grievance, within the grievance time limits.
- Every reasonable effort shall be made by the Employer to provide an opportunity for confidential discussions between the grievant and the steward.
- 5.7 Employees are entitled to steward representation during a disciplinary interview of record or a corrective action that is recorded which could subsequently be used as a basis for future discipline. The steward will be invited to attend at the employee's request. The employee affected will be given a copy of that record.
- 5.8 The Employer shall have the right to discipline, demote or discharge employees for just cause. Any questions surrounding discipline, demotion or discharge may be processed by the Union through the grievance procedure. Grievances concerning discharges shall proceed immediately to Step II of the grievance procedure.
- The Employer may disqualify an employee from the award of a job, transfer or promotional opportunity if the Employer demonstrates substantial reasons why such employee should be disqualified. Employees disqualified will be notified of such action.
- 5.9 Every reasonable effort shall be made to schedule and hold grievance meetings during the scheduled working time of the aggrieved employee and the aggrieved employee's steward when their schedules coincide.
- 5.10 Discussions of grievances which are not processed according to the procedures described in this Article are not required of the Company or the Union. No grievances will be considered at any step, unless it is processed within the respective time limits and according to the procedures set forth in the Agreement.
- However, nothing in this article shall prevent the parties mutually agreeing to extend the time limits imposed.
- 5.11 The Union shall be the sole representative of the interests of employees or groups of employees within the bargaining unit. 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 the Agreement.
- 5.12 The Employer, including all supervisors, shall grant to any accredited Union Representative, who is an employee of the Local, access to the units for the purpose of administering the terms of the Agreement. Such Union Representatives shall sign in and out on appropriate sign-in sheets. There will not be lengthy discussions with employees which might interfere with the Employer's business.

ARTICLE 6: PEACEFUL RELATIONS

- 6.1 In view of the arbitration provision, the grievance procedure, and other provisions of the Agreement, the Union, its agents and members agree that individually and/or collectively, they will not engage in any strike, any interference with or interruptions 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 the Agreement.
- 6.2 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, withholding of services in whole or in part, in connection with any secondary picketing or handbilling at any Meijer location.
- 6.3 The Union, on behalf of itself, its agents and members, agrees that during the duration of this Agreement no sympathy strike shall be caused or sanctioned and that no member shall refuse to cross any picket line at any of the Employer's properties or facilities. Persons who authorize or engage in such action shall be subject to immediate discharge.

ARTICLE 7: SENIORITY

- 7.1 A complete seniority list by departments for both full-time and part-time employees shall be compiled and furnished to the Union. Regular employees will be on probation for the first thirteen (13) weeks of active employment. Probationary employees shall be covered by all provisions of this Agreement except such employees may be terminated by the Company, for any reason, and such action shall not be subject to the grievance procedure.
- 7.2 Seniority shall mean the length of continuous service with the Employer and upon completion of the probationary period be dated from the first day actually worked and shall be on a department basis unless specifically provided otherwise herein. Seniority shall be applied according to the terms of the Agreement. The Employer may continue to designate and create new or different departments as the situation warrants. However, the Employer will meet and discuss with the Union any conflicts that arise concerning employee's seniority when new departments are designated or created.
- 7.3 Seniority shall be of two (2) 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 part-time seniority 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. In no case will part-time employees accumulate seniority over full-time employees.

If two employees have the same full-time seniority dates, part-time seniority will determine who is more senior.

When two (2) or more employees have the same part-time seniority date, the most senior employee(s) will be determined by the lowest last four (4) digits of their social security number.

Those employees who have a phantom full-time seniority date as of November 29, 1987, will maintain that date unless they change from full-time to part-time status.

- 7.4 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. Part-time employees with less than one (1) year of seniority who are laid off to the street for a period of six (6) weeks or less may be returned to work without a break in seniority.

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.

Full-Time Job Openings

- 7.5 A. 1. Where there are open jobs for permanent full-time vacancies, the Company will survey employees in line of seniority within the department, classification and unit where the opening exists. The most senior employee indicating a desire for the job in that department, classification and unit will receive the job, provided such employee is fully available for full-time work. The foregoing shall not apply to change in assignments within a job classification.

Where a permanent full-time opening exists in a classification that contains no employees in that classification within the department and unit, the employees in the next lowest classification within the department and unit will be surveyed in line of seniority for the opening.

2. If the full-time opening is not filled by the above procedure, the Company will survey in line of seniority by classification within the expanded department and unit where the opening exists. The most senior employee indicating a desire for the job in that expanded department by classification and unit will receive the job, provided such employee is fully available for full-time work.
- B. If the full-time opening is not filled by the above procedure, the most senior full-time employee in that department and classification within the Company who has a valid transfer request on file in the Company's Labor Relations Department will receive the job.

Transfer requests must be renewed yearly and once a transfer is granted, all other requests that employee has on file will be voided.

- C. Any employee awarded the job shall be given a ninety (90) 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 during this break-in period, the employee may be returned to his original job.

During the ninety (90) day break-in period, the Employer may fill, on a temporary basis, the vacancy created by the employee who bid.

- D. The Employer may fill in accordance with Articles 7.5 and 7.6 full-time openings which will be based on structuring full-time shifts consisting of five (5) second and/or third shift schedules. It is further understood that these full-time openings will include Friday, Saturday and Sunday work in most cases. Employees will be informed of the nature of the full-time opening when the job is filled.

It is further understood that employees awarded such jobs will remain on such shift assignment 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.

E. When a part-time employee averages more than thirty-six (36) hours per week for two (2) consecutive individual accounting quarters in one (1) department, classification and in any single unit, he shall be awarded full-time status. Hours worked in replacement of an employee on Workers' Compensation or sickness, accident, or other approved leave, will not be considered in computing the thirty-six (36) hour average. Hours credited are those hours actually worked. It is further understood that employees awarded such jobs must be fully available and will 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 averages less than thirty-six (36) hours per week for two (2) consecutive individual accounting quarters, he may be reclassified to part-time status. Hours credited are those hours actually worked. Vacation and Personal Paid Days off will be considered as hours worked for the computation of the thirty-six (36) hour average. Approved leave weeks will not be considered in computing the thirty-six (36) hour average.

F. Employees with one (1) or more years of full-time seniority may indicate their interest in transferring to any full-time position in another store, by submitting and having a valid transfer request on file in the Company's Labor Relations Department.

Employees with one (1) or more years of full-time seniority may indicate their interest in transferring to any full-time position within their store, by submitting and having a valid transfer request on file with the Store Director.

The Employer will review such requests and may offer such transfers before the application of 7.5A and 7.5B.

7.6 When a new unit is opened, the Company will honor full-time transfer requests on file, on or before the date selected for staffing decisions, for all full-time openings in accordance with Articles 7.5B and 5.8.

In addition, the Company will post a notice a minimum of 60 days before grand opening to determine which part-time employees wish to be considered for transfer to the new unit. A list of such part-time employees will be maintained in the Labor Relations Department. Those employees selected for transfer will be notified when the final staffing decisions are made.

7.7 **Section 1. Layoff** Management may layoff employees for lack of work or other reasons that require a reduction of the work force. The reason for the reduction of the work force and the number of employees to be laid off is to be determined solely by management. Layoff shall be made in inverse order of seniority at each unit by department and classification, and shall be effective the first work week following notification.

A. Full-time employees

When a full-time employee with more than one (1) year of full-time seniority is notified of a layoff of two (2) weeks or more, the full-time employee may exercise layoff options within the work week following notification.

Full-time employees with more than one (1) year of full-time seniority may:

1. Accept a layoff to the street.
2. Bump the least senior person in his expanded department, classification and unit.

3. Bump the least senior person in the next lower classification in his department (hourly rate commensurate with seniority).
4. Accept reclassification to part-time in his department, classification and unit.
5. Bump to the unit where the least senior employee in the same department and classification is located out of the four (4) closest retail units from their home unit. However, the employee may choose to bump to any of these four (4) units where there is an employee with less than one (1) year of seniority. This will be considered a permanent transfer.

Full-time employees with less than one (1) year of full-time seniority will be reclassified to part-time status, and based on their seniority, will be given part-time layoff options as listed in section 7.7B.

B. Part-time Employees

When a part-time employee with more than one (1) year of seniority is notified of a layoff of two (2) weeks or more, the part-time employee may exercise layoff options within the work week following notification.

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

1. Accept a layoff to the street.
2. Bump the least senior person in his expanded department, classification and unit.
3. Bump the least senior person in the next lower classification in his department (hourly rate commensurate with seniority).

C. Expanded departments for the purpose of layoff are:

1. Grocery and Produce
2. Hardlines
3. Fashion area
4. Bakery, Ice Cream, Cafeteria
5. Specialty Food Service Areas
6. One Hour Photo, Pharmacy, Replenishment, and all other departments will be treated as individual departments.

Section 2. Recall Once the decision is made to take a layoff to the street, bump an expanded department, or bump the next lower classification, the employee must await recall to the employee's original classification, department and unit. The original classification, department, and unit is defined as that job the employee held when first affected by layoff. Employees with more than one (1) year of seniority will have recall rights back to the job the employee held when first affected by layoff for a period of twelve (12) months. If the employee is not recalled within this time period, he will be permanently reclassified in his current position or his seniority shall be broken if he has been laid off to the street for twelve (12) months. Employees will be recalled in line of seniority, by department, classification and unit. Employees with less than one (1) year seniority shall have no recall rights.

Employees recalled, as provided in this section, will be required to report to work within the time limits specified in Article 7.4 unless extended by agreement between the employee and the Employer.

Section 3. Any cost incurred in changing units as provided for in this section of the Agreement shall be at the employee's expense.

- 7.8 An employee transferred from one (1) department in the bargaining unit to another shall retain past seniority and continue to accumulate seniority in the new department.

Promotional Opportunities

- 7.9 Employees with twelve (12) months or more seniority may indicate their interest in possible permanent part-time openings in the Food Clerk and Cashier classifications.

Specialty Clerks with twelve (12) months or more seniority in the Service Meat area will be given first consideration for permanent part-time openings in the Food Clerk classification in the Meat department.

Employees who wish to be considered for possible openings in these classifications shall submit written notice of such interest each calendar year to the Store Director. The Store Director will maintain a list in each unit. The Company will not fill any position in the above mentioned classifications, until it has reviewed the file of interested employees from the unit and has offered the opening to the most senior of such employees who meet the qualifications for the opening. In order to qualify for such openings, the employee must not have been disqualified from consideration by reason of Article 5.8 and it is understood that an employee selected for such openings will assume the new job at the beginning rate of the classification. During the first thirty (30) days after the employee has been transferred to an open job under this section, management may assign the employee a schedule not in compliance with the seniority scheduling provisions of this Agreement, and neither the employee nor the other employees in the department and classification shall be able to make a claim on the basis of those hours, provided the other employees have been scheduled at least as many hours as the promoted employee. If for justifiable reason the Employer feels an employee cannot perform the job at a satisfactory level during this ninety (90) day period, the employee may be returned to his original job. The Company's effort to give consideration for movement to these higher rated jobs to current employees shall be consistent with the efficient operation of the Company and due consideration for the need for qualified employees in all areas.

In the event an employee is transferred to an open job under the provisions of this section, the employee will continue to be eligible for health and welfare benefits to which the employee was entitled on the date of transfer until the first day of the calendar month following completion of ninety (90) days in the new classification, at which time the employee will be eligible for health and welfare benefits applicable to the employee's status in the new classification.

ARTICLE 8: WAGES AND HOURS

- 8.1 The job classification and rates of pay for employees are as shown in the wage schedules attached hereto and made a part of this Agreement. The Employer is to establish classifications as needed, and is to classify employees. Although the Employer may change job classifications and job content, the rates applicable to new or materially changed classifications shall be subject to negotiations between the parties hereto. Special aptitude or competitive situations may be recognized by the Employer in hiring and/or advancing employees at rates faster than as shown in the wage schedules, however, an employee's rate will not exceed the top rate negotiated for the employee's classification.

- 8.2 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 a premium in addition to his regular hourly rate of twenty-five cents (25¢) for each hour worked in that higher classification that day.
- 8.3 In all payroll computations, the payroll week shall be a seven (7) day period beginning on Saturday midnight and ending on the following Saturday at midnight. However, a scheduled work week may overlap payroll weeks. The payroll week will be calculated separately from the scheduled work week.
- 8.4 All work schedules, for Monday through the following Sunday, will be posted on or before Friday at 2:00 p.m. prior to the scheduled work week and remain posted for the balance of that week. The posted schedule will be written with the employees listed in descending order of seniority.

Work Schedules

8.5 Scheduling

A. Weekly Guarantees

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

The forty (40) hour week will be worked in five (5) days of eight (8) hour shifts or four (4) days of ten (10) hour shifts. In holiday weeks employees will be scheduled four (4) days of eight (8) hour shifts or three (3) days of ten (10) hour shifts. In the event the Employer schedules employees ten (10) hour work days, these schedules will be offered to volunteers in line of seniority by department, classification, and job assignment grouping.

Full-time employees shall be scheduled to have two (2) days off in any scheduled work week of five (5) days of eight (8) hour shifts or three (3) days off in any scheduled work week of four (4) days of ten (10) hour shifts unless mutually agreed otherwise between the Employer and the employee. Such days off shall not necessarily be consecutive.

2. Part-time employees who are scheduled and work Sunday, Friday and Saturday will be guaranteed twenty-four (24) hours per week. It is understood that part-time employees are scheduled separately from full-time employees and may be scheduled eight (8) or ten (10) hour shifts without claim from full-time. Part-time employees who do not work Sunday, Friday and Saturday hours will have a basic work week of twelve (12) hours.
3. All full-time and part-time employees who are instructed to report for work shall be guaranteed four (4) hours work or pay at their normal rate, including holidays.

This clause shall not apply when the Employer schedules employees for meetings, but employees will be paid for time spent in meetings. The Employer may assign work available even though it is outside of the employee's regular classification.

4. It is understood that the guarantees of these provisions may include Friday, Saturday and Sunday work and do not apply in cases of lateness, injury, illness, or other personal reasons of the employee and in circumstances beyond the control of the Employer, such as fire, flood, civil disturbance, power and equipment failure, or acts of God. If the employee is notified not to report before he leaves home, the Company shall not be required to pay call in pay. Same applies if the Company attempts to notify the employee by the last phone number or address on the Company records and it is incorrect due to a change not recorded by the employee.

B. Construction of the Work Schedule

In constructing a weekly work schedule, the Employer will determine first the needs of the department based on the requirements of the business. Once that determination is made, the following procedure will be utilized:

1. For full-time employees the Employer will recognize seniority for the earliest start time for a shift, the amount of hours and regular days off. To accomplish this the Employer will offer and/or assign up to eight (8) hour shifts to full-time employees in line of seniority recognizing the regular days off and desirability of earliest start times on a daily basis for these full-time shifts. As provided in 8.5A this guarantee will apply in line of seniority.
2. When scheduling part-time employees the Employer's first obligation is to fulfill the weekly guarantees outlined in 8.5A.

Part-time employees shall be scheduled in line of seniority for the largest block of hours on a scheduled day, up to twenty-eight (28) hours per week within department, classification and job assignment grouping, such that senior part-time 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.

In constructing the schedule, if there are shifts with the same number of consecutive hours, but one (1) starting time is earlier in that work day, the senior part-time employee scheduled to work that day will be offered the earliest start time.

If the application of the scheduling language results in twenty-eight (28) hours or more on the posted schedule, the Employer has no further obligation to schedule more hours for that employee. However, this will not prevent the Employer from requiring more than twenty-eight (28) hours from any employee if business conditions so warrant.

C. Additional Hours

If additional hours which are not on a posted schedule become necessary, these additional hours will be offered in line of seniority within department, classification, (and job assignment grouping in the case of Cash Office), first to available full-time employees who are offered less than forty (40) hours. After this obligation, in line of seniority within department, classification, (and job assignment grouping in the case of Cash Office), to part-time employees not scheduled to work that day who are available for such work.

To be eligible for such additional hours, part-time employees must certify in writing their availability for additional hours on a daily basis and submit their written



availability for additional hours to their Manager's office by 2:00 p.m. on Saturday. It is understood that such additional hours must consist of at least the minimum call-in guarantee in order to be offered to employees not scheduled to work that day. If the additional work is less than the call-in guarantee, it will be offered in line of seniority and required in inverse order of seniority within department, classification, (and job assignment grouping in case of Cash Office), to employees at work who are available and able to do the work at straight time. When additional hours are assigned to employees at work, the employees so assigned will be given reasonable advance notice. In no case will the Employer be obligated to offer additional hours to an employee which would cause that employee to have daily or weekly overtime as defined in Article 8.10A or a sixth or seventh day as defined in Article 8.10B.

- D. Any full-time employee not scheduled forty (40) hours per week may claim hours from part-time employees within the same department and classification such that the claim does not reduce the part-time employee below his weekly or daily guarantee of hours, although the full-time employee may claim a whole daily shift or the total weekly schedule reducing the part-time employee to zero (0) hours for the day or week. No claiming of hours will be allowed that could cause daily or weekly overtime as defined in Article 8.10A or a sixth or seventh day as defined in Article 8.10B.

E. Sick Calls

If the Employer chooses to replace sick calls, he will accomplish this by either extending shifts or calling employees in early for their shift or replace the sick call in its entirety by offering it in line of seniority within department, classification and job assignment grouping, first to available full-time employees who are offered less than forty (40) hours. After this obligation, in line of seniority within department, classification and job assignment grouping, to part-time employees who are fully available for all hours during the work week not scheduled to work that day. Those part-time employees must certify, in writing, their availability for these sick call hours on a daily basis and submit their written availability for these sick call hours to their Manager by 2:00 p.m. on Saturday.

F. Schedule Adjustments

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 2:00 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 Department Manager's attention by Saturday 2:00 p.m., the schedule will be deemed acceptable and not subject to the grievance procedure. It is understood that a junior employee cannot seek adjustment of their schedule based on the schedule of a senior employee. It is also understood that no schedule adjustment will be allowed that affects the minimum guarantee on a daily or weekly basis, except as provided in Article 8.5D.

Employees are expected to inform themselves of the schedule and are responsible to work their scheduled hours.

There will be no trading of scheduled hours among employees without the expressed advance approval of the Department Manager.

G. Job Assignments

1. The Employer may assign employees to or remove employees from job

assignment groupings. Employees assigned to these job assignments will be placed in a separate group for scheduling purposes as required by the operation of the business. Employees will be scheduled according to the operational requirements of the job assignment. Such employees will not be displaced from their schedule so long as they remain on this assignment.

2. In the following job assignment groupings, employees will not be scheduled more total hours than their seniority will allow:

- Dairy/Frozen Clerks
- Service Desk
- Cash Office
- U-Scan Operators
- Service Coordinators
- Floor Machine Operators

In the Cash Office job assignment grouping, an employee may be scheduled more total hours if all of the hours are scheduled in the Cash Office.

3. In the following job assignment groupings, employees may be scheduled more total hours than their seniority will allow:

- Lead Store Clerks
- Head Dairy/Frozen Clerks
- Order Writers
- Paperwork Processors
- Back Door Receiving Clerks
- Salvage Clerks
- Trailer Unloader
- In-Store Trainers
- Layaway Clerks

Employees not classified as Head Dairy/Frozen Clerks or Lead Store Clerks who are assigned as such will be upgraded for the time spent worked in that job assignment.

Employees placed in the Head Dairy/Frozen Clerk or Lead Store Clerk classification prior to April 25, 1999 will remain in such classification unless disqualified under 5.8.

4. Job assignments may be added, deleted, or modified.

H. Overnight Crews

All full-time employees assigned to overnight crews will remain on such shift assignment until the Employer determines that a permanent full-time opening exists on days or evenings.

In the event there are temporary vacancies in the department on first or second shift that are known in advance and will exist for a two (2) week period or more, the vacancy, if filled, will be offered in line of seniority to employees who regularly work exclusively on third shift and have previously designated their interest, in writing, for these vacancies.

When the Employer elects to schedule full-time employees third shift hours for an entire work week, they may be assigned Sunday hours as part of their normal work week at their regular hourly rate, provided their weekly schedule contains two (2) consecutive days off. Such weekly work schedules will be

offered in line of seniority and assigned by inverse seniority within department and classification.

- 8.6 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.
- 8.7 There shall be no mandatory split shift schedules.

Holidays

- 8.8 Any work performed on a holiday shall be paid for at one and one-half (1-1/2) times the employee's regular hourly rate.

The Employer shall poll employees by department, classification and job assignment grouping three (3) times per year on February 1, June 1, and October 1, to determine their availability for holiday hours of work.

Holiday hours of work will be assigned in line of seniority by department, classification and job assignment grouping, to those employees who signed the holiday poll sheet. The assigning of such hours shall be consistent with the provisions of Article 8.5.

It is understood that the scheduling of holiday hours shall be separate for full-time and part-time employees.

If after exhausting the poll sheet, hours remain, the balance of the hours will be assigned by inverse seniority, by department, classification and job assignment grouping, to employees who have not signed the poll.

- 8.9 Full-time employees scheduled to work on a holiday will be scheduled to work a normal holiday work week in addition to the holiday hours.

Overtime

8.10

- A. All employees are to receive one and one-half (1-1/2) times the regular hourly rate for hours actually worked over forty (40) hours in any one (1) week or over eight (8) hours in any one (1) day but not both.

Employees who are scheduled to work ten (10) hour days 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.

There is to be no pyramiding of overtime.

In any week in which a paid holiday falls, any full-time employee who is mandatorily assigned to work a fifth day in addition to the holiday (or fourth day in the case of a ten (10) hour employee) will be paid time and one-half (1-1/2) his regular hourly rate for hours worked on this day unless the employee volunteers for such work.

For purposes of computing overtime, a work day shall be defined as the consecutive hours worked commencing with the beginning of the employee's scheduled work day. 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.

When overtime work is available, the Employer will offer such work in line of seniority in the department by classification and job assignment grouping (in the

case of Cash Office) to employees at work. In the event senior employees do not want the overtime work, the Company will require employees at work, using inverse order of seniority by classification, to remain and work. The Employer will make every reasonable effort to give advance notification of such overtime work. If overtime is offered to off duty employees, it will be offered by classification to the most senior employee who is available to work in that department. It is understood to be eligible for overtime work, the employee must be capable of performing the work.

- B. Any full-time employee who is mandatorily assigned to work six (6) consecutive days within any work week will be paid time and one-half (1-1/2) his regular hourly rate for hours worked on the sixth consecutive day. Any full-time or part-time employee who is mandatorily assigned to work seven (7) consecutive days within any work week shall be paid double his regular hourly rate for hours worked on the seventh consecutive day.
- C. 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) or double time hours.

Rest Periods

- 8.11 Employees who work six and one-half (6-1/2) hours or more per day shall be entitled to a fifteen (15) minute paid rest period during the first half of the working hours and a fifteen (15) minute paid rest period during the second half of the working hours of each day. Employees who work between four (4) and six and one-half (6-1/2) hours are eligible for one (1) fifteen (15) minute paid rest period. No employee will be required to work more than five (5) consecutive hours without being offered an unpaid lunch period of at least thirty (30) minutes.

Breaks and lunches will be scheduled as near as possible to the middle of each half shift and shift.

Employees who work overtime shall be entitled to one (1) additional ten (10) minute paid break after working nine (9) consecutive hours if the employee works more than nine (9) consecutive hours. No rest period shall be scheduled until the employee has worked at least one (1) hour unless agreed otherwise by the employee.

- 8.12 Any unit employee requested by the Employer to work temporarily for Employer convenience in another unit beyond a fifteen (15) mile radius from his home unit shall be paid the current corporate mileage rate per mile (if he drives a motor vehicle) from either his home unit or his home, whichever is closer to the unit in question, for all extra miles over his regular trip. The same amount for mileage shall be paid to an employee who uses his vehicle for assigned Company business. When new employees are being trained for new store openings, no mileage compensation will be paid if the training assignment is within a fifty (50) mile radius of the new store location.
- 8.13 The intention of the parties as expressed in this Agreement is to seek to continue full-time employment in those areas where the business conditions so warrant and to increase the number of full-time positions in the areas where the efficient operation of business are best served.
- 8.14 Overpayments to employees or monies owed to the Employer by the employee will be repaid by the employee based on a reasonable schedule of repayment by payroll deduction.

RETAIL WAGE SCHEDULE

Job #201 (100001) Bagger-Carryout Utility Worker

Effective.Date:	09/14/2003	09/12/2004	04/16/2006	04/15/2007
Start	5.50	5.60	5.70	5.80
5 th wk	5.60	5.70	5.80	5.90
14 th wk	5.70	5.80	5.90	6.00
27 th wk	5.75	5.85	5.95	6.05
Step 4	5.85	5.95	6.05	6.15
Step 5	6.05	6.15	6.25	6.35
Step 6	6.35	6.45	6.55	6.65
Step 7	6.50	6.60	6.70	6.80
Step 8	6.80	6.90	7.00	7.10

Job #473 (100003) Retail Clerk

Effective.Date:	09/14/2003	09/12/2004	04/16/2006	04/15/2007
Start	6.00	6.00	6.00	6.00
5 th wk	6.15	6.15	6.15	6.15
14 th wk	6.30	6.30	6.30	6.30
27 th wk	6.50	6.50	6.50	6.50
Step 4	6.65	6.65	6.65	6.65
Step 5	6.85	6.85	6.85	6.85
Step 6	7.05	7.05	7.05	7.05
Step 7	7.25	7.25	7.25	7.25
Step 8	7.45	7.45	7.45	7.45
Step 9	7.65	7.65	7.65	7.65
Step 10	7.95	7.95	7.95	7.95
Step 11	8.45	8.45	8.45	8.45
Step 12	8.75	8.75	8.75	8.75
Step 13	9.00	9.25	9.55	9.55
Step 14				10.00

*Job #203 (100003) General Merchandise Clerk

Effective.Date:	09/14/2003	09/12/2004	04/16/2006	04/15/2007
	9.20	9.45	9.75	10.00

*Job #003 (100003) General Merchandise Clerk (PT.)

Effective.Date:	09/14/2003	09/12/2004	04/16/2006	04/15/2007
	10.50	10.75	11.15	11.25

***Job #004 (100003) General Merchandise Clerk (F.T.)**

Effective Date:	<u>09/14/2003</u>	<u>09/12/2004</u>	<u>04/16/2006</u>	<u>04/15/2007</u>
	11.20	11.40	11.80	12.00

Job #405 (100005) Cashier

Effective Date:	<u>09/14/2003</u>	<u>09/12/2004</u>	<u>04/16/2006</u>	<u>04/15/2007</u>
Start	6.15	6.15	6.15	6.15
5 th wk	6.25	6.25	6.25	6.25
14 th wk	6.45	6.45	6.45	6.45
27 th wk	6.65	6.65	6.65	6.65
Step 4	7.00	7.00	7.00	7.00
Step 5	7.45	7.45	7.45	7.45
Step 6	7.65	7.65	7.65	7.65
Step 7	8.00	8.00	8.00	8.00
Step 8	8.10	8.10	8.10	8.10
Step 9	8.60	8.60	8.60	8.60
Step 10	9.00	9.00	9.00	9.00
Step 11	9.90	9.90	9.90	9.90
Step 12	10.50	10.50	10.50	10.50
Step 13	11.00	11.35	11.75	11.75
Step 14				12.00

***Job #205 (100005) Central Checkout - Cashier**

Effective Date:	<u>09/14/2003</u>	<u>09/12/2004</u>	<u>04/16/2006</u>	<u>04/15/2007</u>
	13.15	13.50	13.95	14.35

***Job #105, #305 (100005) Central Checkout - Cashier**

Effective Date:	<u>09/14/2003</u>	<u>09/12/2004</u>	<u>04/16/2006</u>	<u>04/15/2007</u>
	15.20	15.60	16.15	16.55

***Job #005 (100005) Central Checkout - Cashier**

Effective Date:	<u>09/14/2003</u>	<u>09/12/2004</u>	<u>04/16/2006</u>	<u>04/15/2007</u>
	14.65	15.00	15.50	15.95

***Job #20G (10000G) Bookkeeper**

Effective Date:	<u>09/14/2003</u>	<u>09/12/2004</u>	<u>04/16/2006</u>	<u>04/15/2007</u>
	15.50	15.90	16.45	16.90

***Job #30G (10000G) Bookkeeper**

Effective Date:	<u>09/14/2003</u>	<u>09/12/2004</u>	<u>04/16/2006</u>	<u>04/15/2007</u>
	16.35	16.65	17.20	17.80

Job #209 (100009) Specialty Clerk

<u>Effective Date:</u>	<u>09/14/2003</u>	<u>09/12/2004</u>	<u>04/16/2006</u>	<u>04/15/2007</u>
Start	6.00	6.00	6.00	6.00
5 th wk	6.15	6.15	6.15	6.15
14 th wk	6.30	6.30	6.30	6.30
27 th wk	6.50	6.50	6.50	6.50
Step 4	6.65	6.65	6.65	6.65
Step 5	6.85	6.85	6.85	6.85
Step 6	7.05	7.05	7.05	7.05
Step 7	7.25	7.25	7.25	7.25
Step 8	7.45	7.45	7.45	7.45
Step 9	7.65	7.65	7.65	7.65
Step 10	7.95	7.95	7.95	7.95
Step 11	8.45	8.45	8.45	8.45
Step 12	8.75	8.75	8.75	8.75
Step 13	9.00	9.25	9.55	9.55
Step 14				10.00

Job #407 (100007) Food Clerk

<u>Effective Date:</u>	<u>09/14/2003</u>	<u>09/12/2004</u>	<u>04/16/2006</u>	<u>04/15/2007</u>
Start	6.70	6.70	6.70	6.70
5 th wk	6.85	6.85	6.85	6.85
14 th wk	7.15	7.15	7.15	7.15
27 th wk	7.50	7.50	7.50	7.50
Step 4	7.85	7.85	7.85	7.85
Step 5	8.20	8.20	8.20	8.20
Step 6	8.60	8.60	8.60	8.60
Step 7	9.00	9.00	9.00	9.00
Step 8	9.45	9.45	9.45	9.45
Step 9	9.90	9.90	9.90	9.90
Step 10	10.60	10.60	10.60	10.60
Step 11	11.05	11.05	11.05	11.05
Step 12	11.50	11.50	11.50	11.50
Step 13	12.00	12.35	12.75	12.75
Step 14				13.00

***Job #207, #B07 (100007) Food Clerk**

Effective Date:	<u>09/14/2003</u>	<u>09/12/2004</u>	<u>04/16/2006</u>	<u>04/15/2007</u>
	13.45	13.75	14.25	14.65

***Job #307 (100007) Food Clerk**

Effective Date:	<u>09/14/2003</u>	<u>09/12/2004</u>	<u>04/16/2006</u>	<u>04/15/2007</u>
	15.80	16.20	16.80	17.20

***Job #007 (100007) Food Clerk**

Effective Date:	<u>09/14/2003</u>	<u>09/12/2004</u>	<u>04/16/2006</u>	<u>04/15/2007</u>
	15.00	15.35	15.90	16.35

***Job #20H (10000H) Head Dairy & Frozen Clerk**

Effective Date:	<u>09/14/2003</u>	<u>09/12/2004</u>	<u>04/16/2006</u>	<u>04/15/2007</u>
Start	8.25	8.25	8.25	8.25
Step 1	8.70	8.70	8.70	8.70
Step 2	9.20	9.20	9.20	9.20
Step 3	9.72	9.72	9.72	9.72
Step 4	10.27	10.27	10.27	10.27
Step 5	10.85	10.85	10.85	10.85
Step 6	11.67	11.67	11.67	11.67
Step 7	12.54	12.54	12.54	12.54
Step 8	13.46	13.46	13.46	13.46
Step 9	14.11	14.11	14.11	14.11
Step 10	15.00	15.00	15.00	15.00
Step 11	15.45	15.75	16.30	16.85

***Job #30H (10000H) Head Dairy & Frozen Clerk**

Effective Date:	<u>09/14/2003</u>	<u>09/12/2004</u>	<u>04/16/2006</u>	<u>04/15/2007</u>
Start	8.25	8.25	8.25	8.25
Step 1	8.78	8.78	8.78	8.78
Step 2	9.34	9.34	9.34	9.34
Step 3	9.95	9.95	9.95	9.95
Step 4	10.59	10.59	10.59	10.59
Step 5	11.27	11.27	11.27	11.27
Step 6	12.14	12.14	12.14	12.14
Step 7	13.11	13.11	13.11	13.11
Step 8	14.19	14.19	14.19	14.19
Step 9	15.37	15.37	15.37	15.37
Step 10	16.19	16.19	16.19	16.19
Step 11	16.68	16.99	17.47	18.20



***Job #20J (10000J) Lead Store Clerk**

<u>Effective Date:</u>	<u>09/14/2003</u>	<u>09/12/2004</u>	<u>04/16/2006</u>	<u>04/15/2007</u>
Start	8.25	8.25	8.25	8.25
Step 1	8.70	8.70	8.70	8.70
Step 2	9.20	9.20	9.20	9.20
Step 3	9.71	9.71	9.71	9.71
Step 4	10.26	10.26	10.26	10.26
Step 5	10.84	10.84	10.84	10.84
Step 6	11.64	11.64	11.64	11.64
Step 7	12.49	12.49	12.49	12.49
Step 8	13.41	13.41	13.41	13.41
Step 9	14.40	14.40	14.40	14.40
Step 10	15.00	15.00	15.00	15.00
Step 11	15.45	15.75	16.30	16.85

***Job #30J (10000J) Lead Store Clerk**

<u>Effective Date:</u>	<u>09/14/2003</u>	<u>09/12/2004</u>	<u>04/16/2006</u>	<u>04/15/2007</u>
Start	8.25	8.25	8.25	8.25
Step 1	8.78	8.78	8.78	8.78
Step 2	9.34	9.34	9.34	9.34
Step 3	9.95	9.95	9.95	9.95
Step 4	10.59	10.59	10.59	10.59
Step 5	11.27	11.27	11.27	11.27
Step 6	12.17	12.17	12.17	12.17
Step 7	13.16	13.16	13.16	13.16
Step 8	14.24	14.24	14.24	14.24
Step 9	15.41	15.41	15.41	15.41
Step 10	16.19	16.19	16.19	16.19
Step 11	16.68	17.00	17.50	18.20

***Job #47D (10000D) Baker**

Effective Date:	<u>09/14/2003</u>	<u>09/12/2004</u>	<u>04/16/2006</u>	<u>04/15/2007</u>
Start	6.20	6.20	6.20	6.20
5 th wk	6.35	6.35	6.35	6.35
14 th wk	6.55	6.55	6.55	6.55
27 th wk	6.75	6.75	6.75	6.75
Step 4	6.95	6.95	6.95	6.95
Step 5	7.15	7.15	7.15	7.15
Step 6	7.35	7.35	7.35	7.35
Step 7	7.55	7.55	7.55	7.55
Step 8	7.80	7.80	7.80	7.80
Step 9	8.00	8.00	8.00	8.00
Step 10	8.40	8.40	8.40	8.40
Step 11	9.00	9.00	9.00	9.00
Step 12	9.50	9.50	9.50	9.50
Step 13	10.00	10.30	10.60	10.90

***Job #20D (10000D) Baker**

Effective Date:	<u>09/14/2003</u>	<u>09/12/2004</u>	<u>04/16/2006</u>	<u>04/15/2007</u>
	12.50	12.80	13.25	13.65

***Job #00D (10000D) Baker**

Effective Date:	<u>09/14/2003</u>	<u>09/12/2004</u>	<u>04/16/2006</u>	<u>04/15/2007</u>
	13.15	13.45	13.90	14.35

Job #100010 Cake Decorator

Effective Date:	<u>09/14/2003</u>	<u>09/12/2004</u>	<u>04/16/2006</u>	<u>04/15/2007</u>
Start	6.20	6.20	6.20	6.20
Step 1	6.35	6.35	6.35	6.35
Step 2	6.55	6.55	6.55	6.55
Step 3	6.75	6.75	6.75	6.75
Step 4	6.95	6.95	6.95	6.95
Step 5	7.15	7.15	7.15	7.15
Step 6	7.35	7.35	7.35	7.35
Step 7	7.55	7.55	7.55	7.55
Step 8	7.80	7.80	7.80	7.80
Step 9	8.00	8.00	8.00	8.00
Step 10	8.40	8.40	8.40	8.40
Step 11	9.00	9.00	9.00	9.00
Step 12	9.50	9.50	9.50	9.50
Step 13	10.00	10.30	10.60	10.90



***Job #20K (10000K) Perishables Clerk**

Effective Date:	09/14/2003	09/12/2004	04/16/2006	04/15/2007
	13.20	13.50	14.00	14.40

***Job #30K (10000K) Perishables Clerk**

Effective Date:	09/14/2003	09/12/2004	04/16/2006	04/15/2007
	14.35	14.70	15.20	15.65

***Job #10K (10000K) Perishables Clerk**

Effective Date:	09/14/2003	09/12/2004	04/16/2006	04/15/2007
	15.80	16.25	16.75	17.20

***Job #00K (10000K) Perishables Clerk**

Effective Date:	09/14/2003	09/12/2004	04/16/2006	04/15/2007
	14.70	15.10	15.60	16.00

***Job #20B (10000B) Journeyman Meat Cutter**

Effective Date:	09/14/2003	09/12/2004	04/16/2006	04/15/2007
	17.50	17.85	18.55	19.05

***Job #30B (10000B) Journeyman Meat Cutter**

Effective Date:	09/14/2003	09/12/2004	04/16/2006	04/15/2007
	18.50	18.95	19.60	20.15

Job #40B (10001B) Meat Processor

Effective Date:	09/14/2003	09/12/2004	04/16/2006	04/15/2007
Start	8.00	8.00	8.00	8.00
Step 1	8.30	8.30	8.30	8.30
Step 2	8.60	8.60	8.60	8.60
Step 3	8.90	8.90	8.90	8.90
Step 4	9.20	9.20	9.20	9.20
Step 5	9.60	9.60	9.60	9.60
Step 6	9.90	9.90	9.90	9.90
Step 7	10.30	10.30	10.30	10.30
Step 8	10.85	10.85	10.85	10.85
Step 9	11.40	11.40	11.40	11.40
Step 10	12.10	12.10	12.10	12.10
Step 11	12.80	12.80	12.80	12.80
Step 12	13.35	13.35	13.35	13.35
Step 13	13.75	14.05	14.65	15.00

Each step represents 700 hours worked and includes hours paid for vacations, PPDs, and holiday pay for employees hired prior to 09/14/2003.

Employees hired on or after 09/14/2003 will receive a 25¢ increase for every 1000 hours worked until they reach the top rate in their classification as listed in the 09/14/2003 wage schedule. In no case will an employee exceed the top rate listed in the 09/14/2003 wage schedule.

It is understood that the 5th, 14th, and 27th week increases as well as the 700/1000 hour steps listed in the wage progressions will be effective the Sunday following the completion of the 4th, 13th, and 26th week of active service as well as 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. Employees receiving an increase based on contractual rate changes on 09/14/2003, 09/12/2004, 04/16/2006 and 04/15/2007 will have their hours or weeks reset.

Employees will receive up to 200 hours toward their next scheduled rate increase on 09/14/2003 unless they receive a contractual rate increase on 09/14/2003. If the application of these hours result in an increase, the employee's hours will be set to zero and no hours will be carried over.

- * Job #20G and #30G applies to Bookkeepers who entered into that job before 09/14/2003.
- * Job #20J and #30J applies to Lead Store Clerks who entered into that job before 09/14/2003.
- * Job #20H and #30H applies to Head Dairy and Frozen Clerks who entered into that job before 09/14/2003.
- * Job #203 applies to General Merchandise Clerks who entered into that job after 11/05/78, but before 11/05/91.
- * Job #004 and #003 apply to General Merchandise Clerks who entered those classifications on or before 11/05/78.
- * Job #205 applies to Central Checkout – Cashiers who entered into that job before 11/05/91.
- * Job #305 applies to Central Checkout – Cashiers who entered that job after 11/05/78 and before 09/18/88.
- * Job #105 applies to Central Checkout – Cashiers who entered into that job on or before 11/05/78.
- * Job #005 applies to Central Checkout – Cashiers and Job #007 applies to Food Clerks who entered into that job on or before 11/05/78.
- * Job #B07 applies to Food Clerks who entered into that job on or after 09/18/88, but before 11/05/91.
- * Job #307 applies to Food Clerks who entered into that job before 09/18/88.
- * Job #207 applies to Food Clerks who entered into that job after 11/05/78 and before 09/18/88.
- * Job #47D applies to Bakers who entered into that job before 09/14/2003, but on or after 11/05/95.
- * Job #20D applies to Bakers who entered into that job after 11/05/78, but before 11/05/95.
- * Job #00D applies to Bakers who entered into that job on or before 11/05/78.
- * Job #20K and #30K apply to Perishables Clerks who entered into that job after 11/05/78, and before 04/25/99.

- * Job #00K and #10K applies to Perishables Clerks who entered into that job on or before 11/05/78.
- * Job #20B and #30B apply to Journeyman Meat Cutters and employees previously classified as Apprentice Meat Cutters (Job #20A and Job #30A) who entered into that job on or before 04/25/99.

Job #005, #205, #007, #207, #20G, #20H, #20J, #00K, #20K, and #20B apply to stores defined as West Michigan prior to this Agreement. Job #105, #305, #307, #30G, #30H, #30J, #10K, #30K, and #30B apply to stores defined as East Michigan prior to this Agreement. When transferring between stores, employees in these jobs will move to the applicable job number and pay rate.

ARTICLE 9: PAID TIME OFF BENEFITS

9.1 Eligibility and Benefit Calculations

- A. The Benefits described in this Article 9 have been modified as of September 14, 2003. For employees hired prior to September 14, 2003, benefit improvements to Bereavement Leave (9.5) and Jury Duty (9.6) will take immediate effect. However, the eligibility requirements for all Benefits described in this Article will change for all employees hired prior to September 14, 2003, on the employee's anniversary date commencing on or after January 1, 2004, and will be subsequently adjusted on the employee's anniversary date commencing on or after January 1, 2005, pursuant to the Paid Time Off "fringe day hours average" requirement described in Section 9.7A. Employees hired on and after September 14, 2003, will have the eligibility provisions applied during their first year of service and in subsequent years as defined in Section 9.7B.
- B. For the purpose of calculating benefits that are based on an employee's fringe day amount, this is calculated by taking the employee's total Active Service Hours (ASHs) during the previous anniversary year, divided by fifty-two (52) weeks, and then divided by five (5) days. There is no maximum applied to this calculation. This equals the fringe day hours average. The fringe day amount is equal to the fringe day hours average times the employee's rate of pay in effect when the benefit is payable. An Active Service Hour (ASH) is any hour that the employee is paid for active work, Holiday pay, Paid Vacation, Personal Paid Days, Bereavement Leave pay, or Jury Duty pay.

For the purpose of using the fringe day amount for benefits paid during the first year of employment, an employee's fringe day amount will be calculated after the completion of thirteen (13) weeks of service, based on total ASHs at that time, divided by thirteen (13) weeks of employment, divided by five (5) days.

9.2 Paid Holidays

- A. The holidays covered by this Agreement are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- B. Eligible full-time and part-time employees will be granted paid holidays according to the schedules listed below.

1. Full-time and part-time employees hired prior to September 14, 2003:

After completing:

Six (6) months of
continuous service

*Eligible employees receive
holiday pay for:*

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

2. Full-time and part-time employees hired on or after September 14, 2003:

After completing:

Six (6) months of
continuous service

*Eligible employees receive
holiday pay for:*

Christmas Day
Thanksgiving Day

Eighteen (18) months of
continuous service

New Year's Day
Memorial Day
Independence Day
Labor Day

- C. An eligible employee who has completed the service requirement listed in subsection 9.2B before the holiday, who has worked his entire shift on his last scheduled day before the holiday and on his first scheduled day after the holiday, and who has worked at least one (1) day during the week in which the holiday falls, shall receive holiday pay in an amount equal to the fringe day amount. The fringe day amount will be calculated and paid in accordance with subsection 9.1B.
- D. 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 or is caused by proven illness. However, if absent such day before or day after the holiday due to any reason other than paid vacation as provided in Section 9.4, an employee must actually work at least one (1) day in the week in which the holiday falls in order to receive holiday pay.
- E. Work performed on a holiday shall be compensated at one and one half (1-1/2) times the regular straight time hourly rate excluding any and all premiums in addition to the holiday pay as specified above.

9.3 Personal Paid Days

- A. Eligible employees will be granted PPDs according to the schedule listed below, to be used prior to their next anniversary date.

<i>YEARS (OR MONTHS) OF CONTINUOUS SERVICE</i>	<i>PPDS</i>
15 months (65 weeks) but less than 2 years	3
2 years but less than 15 years	4
15 years but less than 18 years	6
18 years or more	8

- B. Personal Paid Days shall be paid at the fringe day amount. The fringe day amount will be calculated and paid in accordance with subsection 9.1B. Pay for Personal Paid Days shall not be counted as time worked for purposes of overtime compensation.
- C. An employee may request an available Personal Paid Day(s) either by the employee requesting in writing no later than noon Wednesday of the preceding week, or if requested by the employee in writing after an unavoidable absence. Payments will not be made automatically. Employees shall not be entitled to receive pay for a Personal Paid Day for time for which any wages are paid to them by the Employer.

Advanced requests for Personal Paid Days will be granted at the discretion of the Employer as business operations permit.

Requests for advanced Personal Paid Days will not normally be granted during a holiday week, or on the day before or after a holiday.

In no event may an employee take a Personal Paid Day during a layoff or leave of absence. Pay for a Personal Paid Day will be made in the employee's check for work in the week such day was taken.

4.4 Paid Vacation

- A. Eligible employees will be granted vacation week(s) on each successive seniority anniversary date according to the following schedule:

<i>YEARS OF CONTINUOUS SERVICE</i>	<i>PAID VACATION</i>
1 year but less than 3 years	1 week
3 years but less than 8 years	2 weeks
8 years but less than 15 years	3 weeks
15 years but less than 18 years	4 weeks
18 years or more	5 weeks

- B. All paid vacation is available for use on a weekly basis. However, an employee may use up to two (2) weeks of this vacation as ten (10) single vacation days.

This provision is not intended to expand the number of days that an employee may be away from work. Employees who use paid vacation to be away from work for a week will be paid for at least one full week (5 days) of vacation, provided they have a week (5 days) or more of vacation available for use.

When using vacation time in single day increments, at least one day must actually be worked during the week in which a vacation day(s) is granted. This provision is not intended to allow employees to combine single vacation days and non-paid time off in order to increase the number of full weeks off per year.

- C. An employee's seniority anniversary date for all purposes of vacation eligibility shall be the day and month of the employee's seniority date as established in the

seniority provisions of this Agreement, unless his seniority anniversary date for purposes of vacation eligibility was otherwise set by a change from part-time to full-time or full-time to part-time under the practices in existence prior to August 9, 1969.

- D. Weekly or daily vacation pay will be determined on the basis of the employee's total ASHs paid during the previous vacation anniversary year as defined in subsection 9.1B.
1. Weekly vacation hours and pay is computed by taking the employee's total hours paid as defined above and dividing by 52 (weeks) times the employee's base rate of pay in effect when the vacation is paid.
 2. Daily vacation hours and pay is computed by taking the weekly vacation hours and pay as computed in subsection 9.4D1 above, and dividing by 5 (days).
- E. Vacation pay for a vacation week(s) taken shall be paid in advance if requested in writing by the employee, so that the employee may have the money at the beginning of his vacation. Requests must be made in writing three (3) weeks in advance of the beginning of the vacation. Advanced vacation pay is not available for vacation days.
- F. All vacations will be granted at the discretion of the Employer as business operations permit. In order to facilitate the granting of vacations, a blank vacation schedule shall be posted January 1 of each year and remain posted until March 1 for all employees to designate vacation week(s) desired. During the months of June, July and August a minimum of one (1) week (or 5 days) of vacation will be granted to employees who are eligible and desire vacation during this time period, if business operations permit. Consideration will be given to the wishes of the employees according to their seniority, within Department, Classification, (and work group in the case of the Distribution Centers) provided that such wishes can be carried out in accordance with the efficient operations of the business. The remaining weeks (or days) of vacation available during the June, July, August period will be distributed to the more senior employees based on requests received on the blank vacation schedule.

It is understood that the posting of a vacation schedule and the granting of requested vacation shall be separate for full-time and part-time employees.

Once an employee's request for vacation is approved and such approval is reflected on that department's vacation schedule after the posting period, the employee's vacation will not be changed by management and no other employee may exercise seniority rights to displace the employee from the scheduled vacation.

It is understood that employees may choose not to indicate desire for vacation week(s) or days on the posted schedule. However, those employees' vacation requests will be granted solely at the discretion of management, so long as the vacation week(s)/days available as of the last seniority anniversary date will be granted during the current vacation anniversary year.

- G. All vacations are to be taken in the year following qualification. A vacation may not be carried over and taken advantage of during any following year, nor can any be taken prior to being eligible. However, if an employee is unable to schedule available vacation time before his next seniority anniversary date because of business conditions or unusual circumstances beyond the control of

the employee and/or the Employer, and is subject to lose unused vacation, up to one week of unused vacation may be paid without taking the corresponding time off from work.

- H. Termination of service 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 results in forfeiture of all vacation privileges; vacation pay in such cases shall not be granted.

Unused vacation pay (that became available on the last seniority anniversary date) of any employee voluntarily leaving the Employer's service or terminated for reasons other than misconduct (as described in this subsection 9.4H above), death, or retirement (if the employee has at least one (1) year of service), will be paid after termination only when a minimum of two (2) weeks advance written notice is given to the Employer and the employee completes the remainder of his scheduled shifts prior to the end of his employment.

The unused vacation pay of any employee whose service has been terminated by death is to be paid to the employee's beneficiary as shown in the employee's group life insurance policy (or, if the employee is not insured, it is to be paid to his spouse or to his estate).

The unused vacation pay of any employee whose service has been terminated by retirement is to be paid at retirement.

- I. Vacations normally will not be granted during the holiday weeks due to business demands.
- J. Employees may not receive pay in lieu of vacation, except as provided by subsection 9.4G above. Vacations earned must be taken unless otherwise agreed to due to unusual circumstances.
- K. If a holiday as recognized by the Agreement occurs during a week in which the employee is using a vacation week, holiday pay, in addition to vacation pay, will be given rather than additional vacation time.

9.5 **Bereavement Leave**

- A. After the completion of three (3) months of service, eligible employees will be granted Bereavement Leave with pay for scheduled time lost as described below.
1. Employees will receive three (3) days of Bereavement Leave benefits for the death of an employee's spouse, child, or parent.
 2. Employees will receive two (2) days of Bereavement Leave benefits for the death of an employee's sister, brother, stepparent, or the child or parent of the employee's spouse.
 3. Employees will receive one (1) day of Bereavement Leave benefits for the death of the employee's grandparent, grandchild, or the sister or brother of the employee's spouse.
- B. Bereavement Leave must be requested of the immediate supervisor and granted prior to commencement thereof. The immediate supervisor may give additional days off without pay.
- C. 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.

- D. Bereavement Leave days shall be paid at the fringe day amount. The fringe day amount will be calculated and paid in accordance with subsection 9.1B. Bereavement Leave pay shall be included in an employees normal work week, such that they do not exceed their weekly schedule of hours for the week in which such day(s) is taken and do not qualify for overtime payment as a result of this leave. Pay for Bereavement Leave shall not be counted as time worked for purposes of overtime compensation.

9.6 **Jury Duty**

- A. After the completion of three (3) months of service, eligible employees will be granted Jury Duty benefits for scheduled time lost as described below.
- B. This benefit provides payment for scheduled time missed because of involuntary jury duty service for up to thirty (30) accumulative days in any anniversary year. This benefit will be paid in addition to any payments made by the court for jury duty service.
- C. 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.
- D. 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.
- E. 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.

9.7 **Eligibility for Paid Time Off Benefits**

Employees will be eligible for the Paid Time Off benefits described in Article 9 of this Agreement as defined in subsections 9.7A and B below. The fringe day hours average is calculated as described in subsection 9.1B.

- A. Employees hired prior to September 14, 2003:
1. Commencing on an employee's anniversary date on or after January 1, 2004, a 4.0 fringe day hours average must have been earned during the previous anniversary year (requires 1,040 ASHs) to be eligible for Paid Time Off benefits during the subsequent anniversary year. After the first thirteen (13) weeks of employment, a 4.0 fringe day hours average must have been earned (requires 260 ASHs) to be eligible for Paid Time Off benefits during the first year of employment.
 2. Commencing on an employee's anniversary date on or after January 1, 2005, a 4.8 fringe day hours average must have been earned during the previous anniversary year (requires 1,248 ASHs) to be eligible for Paid Time Off benefits during the subsequent anniversary year.
- B. Employees hired on and after September 14, 2003:
- Commencing on an employee's first anniversary date, a 4.8 fringe day hours average must have been earned during the previous anniversary year (requires 1,248 ASHs) to be eligible for Paid Time Off benefits during the subsequent anniversary year. After the first thirteen (13) weeks of employment, a 4.8 fringe day hours average must have been earned (requires 312 ASHs) to be eligible for Paid Time Off benefits during the first year of employment.

ARTICLE 10: HEALTH AND WELFARE BENEFITS

10.1 Health Benefit Coverage

- A. **Available Health Plans.** The Employer shall make health coverage available 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. Each employee who participates in any of these Health Plans is entitled to receive a Summary Plan Description/Plan Document of the Plan(s) elected.
1. Prior to April 1, 2004, the available Health Plans, the eligibility and contribution requirements, and the benefit coverage levels currently in effect will continue as provided in the 1999—2003(4) Agreements.
 2. Effective April 1, 2004, the health coverage available to eligible employees will include one or more of the Health Plans listed below.
 - a. The Comprehensive Health Plan (CHP) including Prescription Drug (Rx) Coverage.
 - b. The Primary Care Medical Plan (PCMP) that provides coverage for specified Primary Care Services plus Diagnostic Testing, and Prescription Drug Coverage for Generic drugs.
 - c. A comprehensive Major Medical Plan (MMP) providing extended medical benefits and additional Prescription Drug coverage. The MMP may only be elected in conjunction with the PCMP.
 - d. A Dental / Optical Plan.
 - e. A Health Flexible Spending Account (Health FSA) pursuant to Section 125 of the Internal Revenue Code, which allows pre-tax payment of qualified health care expenses.

The available Health Plans listed above will provide benefit coverage levels at least equal to those described in this Section 10.1.

3. In addition to the Plans listed in subsection 10.1A2 above, 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.

Employees electing coverage under the CHP will have Rx coverage as described in subsection 10.1H1b. Employees who are eligible to participate in the CHP, but elect coverage under an HMO, will have Rx coverage as provided by the HMO or, at the Employer's discretion, Rx coverage will be provided as described in subsection 10.1H1b. Employees electing coverage under the PCMP and the MMP will have coverage for prescription drugs only as specifically provided under those Plans.

- B. **Enrollment.** The following requirements and procedures will apply to enrollment into the available Health Plans.
1. An eligible employee who wishes to participate in any of the available Health Plans, may only begin participation on the effective date of coverage after the completion of the eligibility service requirement (as defined in subsections 10.1C and D) and the minimum average weekly hours requirement (as defined in subsections 10.1E).
 2. 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. A new employee can make this election at the time of the initial enrollment as described above, and the election shall apply until the end of the Plan Year (March 31). 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 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.

3. A regular full-time employee who is eligible and elects to participate in the 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, except as provided under subsection 10.1C2.
4. More detailed information regarding enrollment procedures, participation requirements, definition and coverage rules applicable to dependent coverage is contained in and controlled by the Summary Plan Description/Plan Document.

C. Service Eligibility Requirements: Hired Before September 14, 2003. Effective April 1, 2004, regular part-time and full-time employees hired prior to September 14, 2003, must satisfy the applicable service eligibility requirement to be eligible to participate in any of the available Health Plans as defined in subsections 10.1C1, 2, 3, 4, and 5.

1. Full-time employees will become eligible to participate in the CHP / Rx coverage on the first day of the calendar month following three (3) months of service. Full-time employees may elect coverage for themselves or for themselves and their eligible dependents.
2. Part-time employees will become eligible to participate in the CHP / Rx coverage on the first day of the calendar month following six (6) months of service. Upon initial enrollment, part-time employees may elect coverage for themselves only. However, on the first day of the Plan Year following twenty-four (24) months of service, part time employees may enroll their eligible dependent children in the CHP / Rx coverage or a CHP Alternative Medical Plan (such as an HMO). Eligible dependent children of a part-time employee may also be included as a covered dependent for the purposes of the Health FSA.

Only those part-time employees who are participating in the CHP as of April 1, 2004 (or a CHP Alternative Medical Plan such as described in subsection 10.1C3 below) will be able to continue their participation in the CHP or the Alternative Medical Plan. After April 1, 2004, part-time employees who are not current participants in the CHP or an Alternative Medical Plan, or who discontinue their participation for any reason, will not be eligible to subsequently enroll / participate in these Plans as a part-time employee. These part-time employees will be able to participate in the PCMP or the PCMP/MMP as described below. As of April 1, 2004, or during a subsequent Open Enrollment Period, part-time employees may enroll in the PCMP or the PCMP and MMP. These additional Medical Plans are available and the Employer contribution to the cost of this coverage will be made in accordance with subsections 10.1H2b and 10.1H3b.

3. Alternative Medical Plans (such as HMO Plans that are offered by the Employer) may be elected as an alternative to the CHP only on the first day of the Plan Year following twenty-four (24) months of service. However, on and after April 1, 2004, only those part-time employees who are participating in the CHP (or a CHP Alternative Plan), will be able to continue their participation in either of these Plans.
 4. 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 twenty-four (24) months of service. Full-time employees may elect coverage for themselves or for themselves and their eligible dependents. Part-time employees may elect coverage for themselves only. However, only those part-time employees who are participating in the Dental/Optical Plan as of April 1, 2004, will be able to continue their participation in this Plan. After April 1, 2004, part-time employees who are not current participants in the Dental/Optical Plan, or who discontinue their participation for any reason, will not be eligible to subsequently enroll/participate in this Plan as a part-time employee.
 5. Full-time and part-time employees who are eligible to enroll in the CHP or the Dental/Optical Plan will also be eligible to enroll and participate in the Health FSA as of the first day of the Plan Year (April 1). Part-time employees, who are eligible to enroll in the PCMP and qualify for Employer contributions, will also be eligible to enroll and participate in the Health FSA, as of the first day of the Plan Year (April 1). However, to enroll in the Health FSA, an employee must also enroll in one of the other available Health Plans.
- D. Service Eligibility Requirements: Hired On / After September 14, 2003.** Regular full-time and part-time employees hired on or after September 14, 2003 must satisfy the applicable service eligibility requirement to be eligible to participate in any of the available Health Plans as defined in subsections 10.1D1, 2, 3, 4, and 5.
1. Full-time employees will become eligible to participate in the CHP on the first day of the Plan Year (April 1) following six (6) months of service. Effective April 1, 2004, full-time employees may participate in the PCMP during the CHP service eligibility waiting period. However, in order to participate in the PCMP, a full-time employee must enroll in accordance with the requirements described in subsection 10.1D2 below. Full-time employees who enroll in any of the Medical Plans available, may elect coverage for themselves or for themselves and their eligible dependents. At the end of the CHP service eligibility waiting period, full-time employees may not enroll or continue to participate in the PCMP. Full-time employees must enroll in the CHP (or a CHP Alternative Medical Plan) in order to continue participation in a Medical / Prescription Drug Plan). Full-time employees who do not enroll in the CHP (or CHP Alternative Medical Plan) will not have Medical or Prescription Drug coverage.
 2. Part-time employees (and full-time employees) will become eligible to participate in the PCMP on the first day of the month following the receipt and processing of their completed enrollment information by the Plan Administrator, provided this enrollment information was returned within the first 45 days of employment. Part-time employees may also enroll during a subsequent Open Enrollment Period with coverage beginning on April 1.

Full-time employees may enroll during a subsequent Open Enrollment Period, only if they have not met the service eligibility requirement to enroll in the CHP.

On the first day of the Plan Year (April 1) following twenty-four (24) months of service, part-time employees who are enrolled in the PCMP, and have satisfied the annual minimum average weekly hours requirements, as described in subsection 10.1E1, will be eligible for the Employer's contribution, as described in subsection 10.1H2b.

On the first day of the Plan Year (April 1) following thirty-six (36) months of service, part-time employees who are enrolled in the PCMP, and have satisfied the annual minimum average weekly hours requirements, as described in subsection 10.1E1, will be eligible to enroll in the MMP, which includes the Employer's contribution, as described in subsection 10.1H3b.

Part-time employees may elect coverage for themselves only.

3. Alternative Medical Plans (such as HMO Plans that are offered by the Employer) may be elected by full-time employees as an alternative to the CHP on the first day of the Plan Year (April 1) following twenty-four (24) months of service.
4. Full-time employees are eligible for coverage under the Dental/Optical Plan on the first day of the Plan Year (April 1) following twenty-four (24) months of service. Full-time employees may elect coverage for themselves and their eligible dependents.
5. Full-time employees who are eligible to enroll in the CHP or the Dental/Optical Plan, will also be eligible to enroll and participate in the Health FSA, as of the first day of the Plan Year (April 1). Part-time employees, who are eligible to enroll in the PCMP and qualify for Employer contributions, will also be eligible to enroll and participate in the Health FSA, as of the first day of the Plan Year (April 1). However, to enroll in the Health FSA, an employee must also enroll in one of the other available Health Plans.

E. Average Weekly Hours Requirements.

1. Effective April 1, 2004, an employee must satisfy an annual minimum average hours worked per week requirement to be eligible to participate in the CHP, a CHP Alternative Medical Plan (such as an HMO offered by the Employer), the MMP, and/or the Dental/Optical Plan. Part-time employees may enroll in the PCMP without meeting this requirement, but will not be eligible for an Employer contribution to the cost of this coverage. The minimum average weekly hours requirements are listed below:

Part-time Coverage	Effective 4/1/2004: 20 hours / week
	Effective 4/1/2005: 24 hours / week

Full-time Coverage	Effective 4/1/2004: 36 hours / week*
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*As defined in subsection 10.1E5 below.

2. The minimum average weekly hours requirements for enrollment and/or eligibility for Employer contributions will be calculated by taking an employee's total Active Service Hours (ASHs) paid for actual work, Vacation, Personal Paid Days, Holiday pay, Jury Duty pay, and Bereavement Leave pay and dividing these total hours by the number of the employee's Active Service Weeks (ASWs) during the previous Payroll calendar year. An ASW is any week for which an employee receives pay as described above.

3. Employees must also maintain the minimum average weekly hours requirement to continue their participation in these Health Plans. Employees participating in and qualifying for Employer contributions for any of the available Health Plans will have their average weekly hours computed at the end of each Payroll accounting quarter. This will be computed by taking an employee's total ASHs paid during the Payroll accounting quarter for actual work, Vacation, Personal Paid Days, Holiday pay, Jury Duty pay, and Bereavement Leave pay and dividing these total hours by the number of the employee's ASW during the Payroll accounting quarter.
4. Employees who do not maintain the minimum average weekly hours requirement during two (2) consecutive Payroll accounting quarters, will not qualify for Employer contributions for health coverage and 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 one accounting quarter during which the employee has maintained the required minimum average weekly hours, provided the employee is on active status on that date.
5. The minimum hours requirement for the health coverage that is available to full-time employees is based on the hours requirement to maintain full-time status as defined in Section 7.5 of this Agreement. Therefore, while an employee is in a full-time status pursuant to Section 7.5, the minimum average hours requirement is satisfied for the purposes of enrollment and continuing eligibility for Health Plans. Employees who lose the coverage that is available to full-time employees, because they have lost full-time status, will become eligible for such coverage again on the first day of the month following a return to full time status.
6. Employees who have had health coverage canceled because the minimum average weekly hours requirements were not maintained as defined in this subsection 10.1E, may reinstate their coverage, without lapse, pursuant to the requirements for continuation of coverage as described in subsection 10.1G.

F. Contribution Requirements.

The weekly pre-tax contribution amount required for participation is determined by the established cost of the Plan and the employee/dependent coverage category elected, less the amount the Employer will contribute to the cost of this coverage, as described in subsections 10.1H1c, 10.1H2b, 10.1H3b, and 10.1H4b.

The cost of the various Plans have been established on the basis of the actual cost experience of previous claims, adjusted by an actuarial projection of future claims and costs, the benefit coverage levels provided, plus administration expenses. The established cost for some of the Plans (such as an HMO or other Alternative Medical Plans) is the actual insurance premium charged for the coverage.

G. Termination / Continuation of Coverage Provisions.

1. Health coverage under any of the available Health Plans will terminate as described below:
 - a. If an employee fails to make the required contributions to the cost of any of the Health Plans elected, coverage will terminate as of the last day of the calendar month for which all required contributions were made.
 - b. If an employee fails to maintain the required minimum average weekly hours, coverage will terminate as described in subsection 10.1E above.
2. Additional information regarding the termination and/or continuation of coverage during a Leave of Absence, layoff, termination of employment, or retirement is contained in and controlled by the Summary Plan Description/ Plan Document. Employer contributions will continue as required during an approved Leave of Absence that qualifies as covered under the Family and Medical Leave Act. In all cases of health coverage termination, continuation of coverage will be available as required by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).
3. An employee whose coverage terminates for any reason is to return all Health Plan 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.

H. Health Plan Benefit Schedules/ Contribution Schedules/ Summary Information.

Summary information for each of the Health Plans available to eligible employees as of April 1, 2004 is provided in this subsection 10.1H. This includes the Benefit Schedules (or coverage summary) and Contribution Requirements applicable to each Plan. Each of the Plans will operate on the basis of a Plan Year which begins on April 1 and ends on the following March 31.

1. Comprehensive Health Plan (CHP) with Prescription Drug (Rx) Coverage.

a. Coverage Summary:

The CHP makes available to participants a Preferred Provider Network (PPN). 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 in the CHP Coverage Summary:

CHP Coverage Summary

	In-Network Payment Formula (Effective 4-1-2004)	Out-of-Network Payment Formula (Effective 4-1-2004)
Plan Year Deductible	\$250 per person \$500 per person	\$500 per family \$1,000 per family
Plan Coinsurance Payment Percentage	80% of Reasonable and Available Charges (R&A)	60% of Reasonable and Available Charges (R&A)
Plan Year Maximum Co-Payment	\$1,500 per person \$3,000 per person	\$3,000 per family \$6,000 per family
Physician Office Visit Co-Pay	\$20.00	Applied to Out-of-Network Payment Formula
Urgent Care Co-Pay	\$35.00	Applied to Out-of-Network Payment Formula
Emergency Room Co-Pay	Applied to In-Network Payment Formula	Applied to Out-of-Network Payment Formula
Plan Year Maximum	\$500,000 per person	\$250,000 per person
Lifetime Maximum	\$1,000,000 per person	\$500,000 per person

The following Wellness / Preventive Services are covered according to the In-Network / Out-of-Network Payment Formulas, but have enhanced coverage provisions as listed below.

	In-Network Payment Formula (Effective 4-1-2004)	Out-of-Network Payment Formula Effective (4-1-2004)
Wellness / Preventive Services: Routine exams / well care, Preventive Immunizations, Health Screens: Pap Smear, Mammogram, Prostate exam, Sigmoidoscopy, Colonoscopy	Plan Year Deductible is waived: 80% of Reasonable and Available Charges (R&A) up to a maximum of \$1,000 / person / Plan Year	Plan Year Deductible is waived: 60% of Reasonable and Available Charges (R&A) up to a maximum of \$500 / person / Plan Year

b. Prescription Drug (Rx) Coverage

Employees who participate in medical coverage through the CHP or a CHP Alternative Medical Plan (if Rx Coverage is not included in that Plan), are also covered for prescription drug expenses as defined below. Coverage applies to any eligible dependents covered with the employee under this Plan.

- (1) The co-pay amount for each prescription or refill will be based on a percentage of the Plan's cost for the drug, subject to certain "minimum" and "maximum" dollar amounts. The applicable percentage of cost, minimum dollar amount, and maximum dollar amount are different for Generic Drugs, Formulary Brand Name Drugs, and Non-Formulary Brand Name Drugs as listed on the Rx Coverage Benefit Schedule displayed at the end of this subsection 10.H1b. For the purpose of this Rx Coverage, drugs will be classified as Generic, Formulary Brand Name, or Non-Formulary Brand Name based on the determination of the Pharmacy Benefit Manager (PBM) vendor designated by the Plan for prescription claim processing and management.
- (2) The maximum supply that may be dispensed under the Plan for each prescription or refill is described below:
 - (a) not more than a 30 day supply for all covered prescription drugs unless specifically listed on the Plan's Maintenance Drug List
 - (b) not more than a 90 day supply for drugs that have been placed on the Plan's Maintenance Drug List
 - (c) the supply may not exceed the amount prescribed by the Physician
 - (d) the supply may not exceed manufacturer's maximum dispensing recommendation / safety tested dispensing limits
 - (e) other specific limitations per drug as defined in the current Summary Plan Description/Plan Document
- (3) Cosmetic Drugs, drugs that are prescribed for cosmetic purposes, or any drug that is not medically necessary, is not covered by this Prescription Drug Benefit.
- (4) The "Maximum Out Of Pocket" (MOOP) amount of co-pay expense incurred under this Prescription Drug Benefit will be limited to \$1,200 / Person / Plan Year. The MOOP does not apply to co-pay expenses for Non-Formulary Drugs, Lifestyle Drugs, or drugs prescribed for infertility or weight loss. The MOOP also does not apply to expenses incurred for Brand Name Drugs when there is a Generic substitute available, or for any prescription drugs that are not covered by the Plan.
- (5) There is not a maximum dollar amount (Maximum Benefit Amount) that is payable during each Plan Year or per Lifetime.
- (6) A Prescription Drug Card will be issued and can be used at Meijer Pharmacies. If any other pharmacy is used, a reimbursement claim form is available. However, the Plan will not pay more than what the cost of the drug would have been if dispensed (purchased) from a Meijer Pharmacy, minus the applicable co-pay amount.

Rx Coverage Benefit Schedule

	Generic	Brand (Formulary)	Brand (Non-Formulary)
Co-pay Percentage	10%	20%	50%
Minimum Co-pay	\$10.00	\$20.00	\$35.00
Maximum Co-pay	\$30.00	\$60.00	\$100.00
Minimum Brand Co-pay (when Generic Not Available)	NA	\$20.00	\$35.00
Maximum Brand Co-pay (when Generic Not Available)	NA	\$60.00	\$100.00
Minimum Brand Co-pay (when Generic is Available)	The Generic Co-pay plus the difference between the Generic cost and the Brand cost as determined by the PBM processor*		
Maximum Brand Co-pay (when Generic is Available)	NA	The Maximum Co-pay Does Not Apply	
Co-pay Percentage for: Infertility Weight Loss LifeStyle	50%	50%	50%
Minimum Co-pay	\$10.00	\$20.00	\$35.00
Maximum Co-pay	The Maximum Co-pay Does Not Apply		

*Prescription claims are processed by a Pharmacy Benefit Manager (PBM) vendor who will calculate the applicable difference in cost between the Brand Drug dispensed and a Generic substitute cost.

c. Employer/Employee Contributions:

- (1) The required contribution for full-time or part-time employees, hired prior to September 14, 2003, who are participating in the CHP / Rx coverage, will be the percentage of the established cost of the Plan for each of the Plan Years as listed below:

	Employee Coverage	Dependent Coverage Full-time	Dependent Coverage Part-time
Effective 4/1/2004 (Plan Year 2004/2005)	20% of cost	30% of cost	50% of cost
Effective 4/1/2005 (Plan Year 2005/2006)	23% of cost	33% of cost	50% of cost
Effective 4/1/2006 (Plan Year 2006/2007)	24% of cost	34% of cost	50% of cost
Effective 4/1/2007 (Plan Year 2007/2008)	25% of cost	35% of cost	50% of cost
Effective 4/1/2008 (Plan Year 2008/2009)	30% of cost	40% of cost	50% of cost

- (2) The required contribution for full-time employees, hired on or after September 14, 2003, who are participating in the CHP / Rx coverage, will be the percentage of the established cost of the Plan for all Plan Years as listed below:

	Employee Coverage	Dependent Coverage (F/T only)
Effective 4/1/2004 (Plan Year 2004/2005 through Plan Year 2008/2009)	30% of cost	40% of cost

- (3) For employees who are eligible and elect coverage in an Alternative Medical Plan with Rx coverage, rather than the CHP with Rx coverage, the Employer's contribution requirement will be the same amount that would have been contributed for coverage in the CHP / Rx (equal dollar funding). The employee's required contribution to the cost of the Alternative Medical Plan / Rx elected will be the difference between the Employer's contribution and total cost of the coverage elected in the Alternative Medical Plan / Rx.
- (4) 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, the employee contribution for an Alternative Medical Plan / Rx shall not be less than fifty percent (50%) of the amount the employee is required to contribute for participation in the Comprehensive Health Plan / Rx.

2. Primary Care Medical Plan (PCMP)

a. Coverage Summary:

Effective April 1, 2004, the Employer will make available to eligible employees a Primary Care Medical Plan that provides coverage for physician office visits, urgent care, emergency room services, diagnostic services, accidental expense benefits, and prescription drug coverage for generic drugs.

Prior to each annual open enrollment that precedes April 1, the Employer will provide a summary of the coverage to the Union for review. However, the plan design will be structured to balance affordability with coverage levels.

b. Employer / Employee Contributions:

- (1) Effective April 1, 2004 and after, full-time and part-time employees hired on or after September 14, 2003, who enroll for coverage following their date of hire, as described in subsection 10.1D1 and 2, are required to contribute an amount equal to the group rate cost of the Plan.
- (2) Effective April 1, 2004 and after, part-time employees hired prior to September 14, 2003, who have met all the eligibility requirements and enroll in the PCMP, will qualify for Employer contributions to the cost of this coverage, subject to the requirements defined in subsection 10.1C2 and 10.1E. Part-time employees hired on or after September 14, 2003, who have met all the eligibility requirements and enroll in the PCMP, will qualify for Employer contributions to the cost of this coverage, subject to the requirements defined in subsections 10.1D2 and 10.1E. The Employer's contribution will be at least equal to the amount defined in the Summary Plan Description/Plan Document. The employee's required contribution to participate is equal to the difference between the Employer's contribution and the group rate cost of the Plan. Each Plan Year, the enrollment information provided to eligible employees will list the specific participation amount that an employee must contribute each week.

3. Major Medical Plan (MMP)

a. Coverage Summary:

Effective April 1, 2004, the Employer will make available to eligible employees a Major Medical Plan that provides comprehensive coverage for inpatient/outpatient services, and Prescription Drug coverage. Prior to the payment of Major Medical Benefits, the Plan has an initial Plan Year Deductible that applies to eligible expenses that are not paid by the PCMP. After the Deductible has been satisfied, the Plan will pay covered expenses up to the Plan Year Maximum as defined in the Summary Plan Description / Plan Document.

Prior to each annual open enrollment that precedes April 1, the Employer will provide a summary of the coverage to the Union for review. However, the plan design will be structured to balance affordability with coverage levels.

b. Employer / Employee Contributions:

Effective April 1, 2004 and after, part-time employees hired prior to September 14, 2003, who have met all the eligibility requirements and enroll in the MMP, will qualify for Employer contributions to the cost of this coverage, subject to the requirements defined in subsections 10.1C2 and 10.1E. Part-time employees hired on or after September 14, 2003, who have met all the eligibility requirements and enroll in the MMP, will qualify for Employer contributions to the cost of this coverage, subject to the requirements defined in subsections 10.1D2 and 10.1E. The Employer's contribution will be at least equal to the amount defined in the Summary Plan Description/Plan Document. The employee's required contribution for participation is equal to the difference between the Employer's contribution and the group rate cost of the Plan. Each Plan Year, the enrollment information provided to eligible employees will list the specific participation amount that an employee must contribute each week.

4. The Dental/Optical Plan.

a. Coverage Summary:

The Schedule of Benefits available under this Dental/Optical Plan is summarized below. With respect to the Dental Coverage, the Employer will establish a Dental Preferred Provider Network (DPPN). When participants use such Preferred Providers (In-Network) for covered services, the Plan Year Deductible that applies to all Non-Preventive Services will be waived. Benefits for covered services will then be paid as described below. In addition, the participant co-pay amounts will often be lower when Preferred Providers are used because these Providers have agreed to accept fees that will usually be less than the fees charged by other Providers, or the fee that would have been charged without the Preferred Provider Agreement.

(1) Dental Schedule:

Preventive Services (maximum two exams and cleanings per Plan Year and diagnostic x-rays)	100% R & A
Restorative, Endodontic, Periodontal, Prosthodontia, and Oral Surgery Services Maximum per Plan Year	50% R & A after the \$25/person/Plan Year Deductible has been met. \$1000 per person
Orthodontics: Dependent Child(ren) Only Orthodontic Lifetime Maximum	50% R&A \$1000 per person

(2) Optical Schedule:

Exam	100% R&A
Frames, lenses & contacts	50%
Maximum per Plan Year	\$150 per person



b. Employer / Employee Contributions:

The required contribution for full-time or part-time employees hired prior to September 14, 2003 and full-time employees hired on or after September 14, 2003, who are participating in the Dental/Optical Plan, will be the percentage of the established cost of the Plan as listed below for all Plan Years:

	Employee Coverage	Dependent Coverage (F/T only)
Effective 4/1/2004 (Plan Year 2004/2005 through Plan Year 2008/2009)	50% of cost	50% of cost

5. The Health Flexible Spending Account (Health FSA)

The Employer agrees to establish a Health FSA pursuant to Section 125 of the Internal Revenue Code. Effective April 1, 2004, this will be available to eligible employees as defined in subsection 10.1C5 or 10.1D5, who are participating in any Health Plan made available by the Employer (CHP, CHP Alternative Medical Plan, PCMP, MMP, Dental/Optical Plan). The Health FSA will allow enrolled employees to pay for their own or their dependents' qualified medical, prescription, dental, and optical expenses with pre-tax dollars. Participating employees will make pre-tax deposits into their Health FSA through payroll deductions. Health care expenses that are incurred, but are not covered or only partially covered by the other Health Plans, can be paid from the Health FSA.

I. A more complete description of the health benefit coverage available under each Health Plan described in 10.1H1 through 5 above is provided in the Summary Plan Description/Plan Document applicable to these plans, which will be available to employees who enroll for coverage. This includes, but is not limited to important information on the following coverage requirements, administration practices, limitations and exclusions:

1. Enhanced Coverage for Home Health Care provided in lieu of Hospitalization
2. Additional coverage for specialized services related to Second Surgical Opinions, Home Health Care, Convalescent Hospitalization, Mental Health/Alcohol / Substance Abuse services, Chiropractic Care, Non-surgical foot care, and Treatment related to TMJ
3. Pre-certification and Medical Review of Inpatient/Outpatient Medical Services and Supplies
4. Coverage / Exclusions applicable to Pre-existing Conditions
5. Pre-determination of Coverage for Dental Services and Supplies
6. Reasonable and Available Expense Allowance
7. Non-Duplication Coordination of Benefits

Each Health Plan will be administered according to the specific terms and conditions of the Plan, and in case of any questions regarding benefit payment or eligibility, the terms and conditions of the Summary Plan Description/Plan Document will govern.

10.2 Life Insurance

- A. Full-time employees hired before September 14, 2003 will become eligible for Employer-paid Life Insurance on the first day of the month following three (3) months of service. Part-time employees hired before September 14, 2003 will become eligible for Employer-paid Life Insurance on the first day of the month following six (6) months of service.
- B. Full-time employees hired on or after September 14, 2003 will become eligible for Employer-paid Life Insurance on the first day of the Plan Year (April 1) following six (6) months of service.
- C. Prior to April 1, 2004, the Life Insurance coverage in effect will continue as provided in the 1999-2003(4) Agreements. As of April 1, 2004, the Life Insurance that is provided solely at the Employer's cost to eligible employees will be equal to approximately one year's annual wage, up to a maximum of \$150,000 of coverage. The initial amount will be determined by annualizing the employee's wages. Subsequent amounts will be effective each April 1st, based on the employee's wages in the previous Payroll calendar year.
- D. Effective April 1, 2004, employees who are eligible for Employer-paid Life Insurance as defined in subsections 10.2A and B above will also be eligible to participate in a voluntary employee-paid Insurance program that offers additional Term Life Insurance, Accidental Death & Dismemberment (AD&D) Insurance and Dependent Term Life / AD&D Insurance for an employee's spouse and children. All coverage is optional and is available at competitive group rates through payroll deduction. Any coverage elected will be in addition to the Employer-paid coverage described in subsection 10.2C above. An annual open enrollment period for this voluntary Insurance coverage will available prior to April 1, each year. However, after an employee's initial opportunity to enroll for coverage, proof of insurability will be required to enroll or to increase coverage, unless this requirement is specifically waived by the Insurance Carrier.
- 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 Group Insurance Contract will govern.

10.3 Short Term Disability (STD) Plan

- A. Prior to April 1, 2004, eligibility, coverage, benefits, and all other features of this STD Plan will continue as defined in the 1999—2003(4) Agreements. The terms and conditions of the Short Term Disability Plan as set forth in this Section 10.3 will become effective on April 1, 2004.
- B. As of April 1, 2004, eligible full-time and part-time employees hired prior to September 14, 2003, will become eligible for coverage on the same basis as they become eligible for the CHP. Therefore, these employees will become eligible to enroll for coverage on April 1, 2004, provided they have met the eligibility requirements defined in subsections 10.1C1 or 2, and 10.1E1.
Full-time employees hired on or after September 14, 2003, will become eligible for coverage on the same basis as they become eligible for the CHP as defined in subsections 10.1D1 and 10.1E1.
- C. All employees who are eligible to participate in the STD Plan on and after April 1, 2004, as described in subsection 10.3B above, must enroll in order to be covered by the STD Plan. For this purpose, there will be an annual open

enrollment period preceding the first day of the Plan Year (April 1). Any employee who is not eligible to enroll in the STD Plan for coverage beginning on April 1, or chooses not to enroll, will have an opportunity to enroll during the annual open enrollment period each year, provided all eligibility requirements have been met.

- D. Effective April 1, 2004, eligible employees who choose to participate will be required to finance a portion of the Employer's expense through weekly pre-tax contributions. An employee's contribution is based on the established cost of the coverage, the weekly wages that will be covered, and the required percentage of cost that must be contributed.
1. The cost of the Plan will be determined based on actual claims experience, expected claims, and other actuarial considerations that may influence the frequency or severity of claims. As of April 1, 2004, the cost for this Plan has been established at \$1.00 per \$100.00 of average weekly wages.
 2. For the purpose of determining a participant's contribution requirement, average weekly wages will be calculated by taking the participant's total wages during the last four (4) payroll quarters (the previous Payroll year) and dividing that by the number of weeks during the same base period in which wages were paid to the participant (as recorded by the Employer on the participant's payroll record).
 3. For full-time and part-time employees hired prior to September 14, 2003, the Employer will contribute 75% of the established cost for their coverage. For full-time employees hired on or after September 14, 2003, the Employer will contribute 50% of the established cost for their coverage. Prior to the beginning of each Plan Year, the cost of coverage will be established for each "wage bracket" listed below. The employee contribution will be determined based on the established cost for the appropriate wage bracket less the percentage of that cost paid by the Employer, as illustrated on the sample chart below.

Average Weekly Wage Bracket	Weekly Costs 04/01/2004 to 03/31/2005	Hired Before 09/14/2003 to 25% of Cost	Hired On/After 9/14/2003 50% of Cost
\$0-\$149	\$1.00	\$0.25/week	\$ 0.50/week
\$150-\$249	\$2.00	\$0.50/week	\$ 1.00/week
\$250-\$349	\$3.00	\$0.75/week	\$ 1.50/week
\$350-\$449	\$4.00	\$1.00/week	\$ 2.00/week
\$450-\$549	\$5.00	\$1.25/week	\$ 2.50/week
\$550-\$649	\$6.00	\$1.50/week	\$ 3.00/week
\$650-\$749	\$7.00	\$1.75/week	\$ 3.50/week

The chart shown above illustrates the actual required weekly contribution amounts for each wage bracket and percentage factor. These are the wage brackets and percentage factors that will apply throughout the term of this Agreement. However, the actual employee contribution amounts may change based on the established cost for the coverage. This chart may be extended as necessary by applying the actual cost of the coverage to each additional \$100 wage bracket, times the appropriate percentage factor.

- E. Short Term Disability benefits are payable for scheduled time lost from work for eligible and enrolled 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.
- F. Following the completion of the eligibility requirements, enrolled employees who have less than 5 years of continuous service will have 13 weeks (65 days) of coverage during the Plan Year. Enrolled employees with 5 or more years of continuous service will have 26 weeks (130 days) of coverage during the Plan Year.
- G. 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.
- H. The benefit will begin after seven (7) calendar days from the date the disability began due to a covered accident or illness. During a week in which an employee qualifies for STD benefits and also works part of the same week, a maximum of five (5) days pay (composed of either benefit pay and/or scheduled work) will be allowed in that week. No benefits will be paid unless and until the Employer receives the employee's application completed by the attending physician on the form available from the Employer and information sufficient for the Employer to determine that a disability exists. 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.
- I. 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. 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.
- J. If an employee is on leave and collecting benefit payment through the Short Term Disability Plan, and is also eligible for unpaid time under the Family and Medical Leave Act (FMLA) of 1993, the time off for both will run concurrently.
- K. These benefits will be provided in accordance with the specific terms and conditions of the Plan, and in case of any questions regarding payment or eligibility, the terms and conditions of the Plan Document will govern.

10.4 Adoption Assistance Benefit

- A. For the duration of this Agreement, the Employer agrees to maintain the Meijer Adoption Assistance Plan for eligible employees in the bargaining unit, subject to the terms and conditions of such Plan.
- B. Full-time employees are eligible for benefits after completing twelve (12) months of service. Part-time employees are eligible for benefits after completing twenty-four (24) months of service. The benefit levels shall be equal to the following:

	Per adoption	Lifetime maximum
Full-time	\$2,000	\$4,000
Part-time	\$1,000	\$2,000

- C. Benefits are available for adoptions that are finalized after the service eligibility requirement has been met. The benefit will comply with the provisions of the Internal Revenue Code (IRC) Section 137, including eligible/ineligible expenses and taxable income.
- D. No reimbursement will be made to an employee if the adoption is not finalized or the employee fails to submit the required documentation within ninety (90) days of the adoption being finalized.

10.5 On-The-Job Injury

Employees who suffer an on-the-job injury will be compensated for time spent receiving the necessary medical attention during their scheduled shift on the initial day of injury only. In the event there is time remaining on the scheduled shift after treatment is completed, the employee is required to return to work unless the Employer approved treating physician certifies that the employee was totally disabled from performing any work. If the employee elects not to return to work even though they are not totally disabled, then the Employer shall have no responsibility to pay for such time.

If time off is required for subsequent medical treatment resulting from the injury, the employee will only be paid for scheduled hours lost for such treatment if it can be shown that this treatment could not be scheduled outside of scheduled working time. Employees shall make efforts to minimize such lost time by arranging appointments outside their scheduled hours.

10.6 All Benefits

Benefits as provided in Article 10 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 Company management.

ARTICLE 11: PENSION / 401(k) PLANS

11.1 Pension

- A. For the duration of this Agreement, the Employer agrees to maintain the Meijer Hourly Pension Plan for eligible employees in the bargaining unit, subject to the terms and conditions of such 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 as described in the Summary Plan Description.
- C. The provisions of the Meijer Hourly Pension Plan are described in the Summary Plan Description, which is available to Plan participants. This includes, but is not limited to, vesting and benefit service requirements, normal, early, and disability retirement provisions, and lump sum payment options.
- D. For Food and General Merchandise participants hired before November 29, 1987, and who retire on or after January 1, 1999, the benefit levels shall be equal to the following:

	Service Prior to 01/01/88	Service On or After 01/01/88 and Prior to 01/01/92	Service on or After 01/01/92
FOOD EMPLOYEE			
First 10 years of benefit service	\$29.00	\$30.00	\$26.50
Next 10 years of benefit service	\$30.00	\$31.00	\$27.50
Next 25 years of benefit service	\$32.00	\$37.00	\$35.00
GENERAL MERCHANDISE EMPLOYEE			
First 10 years of benefit service	\$18.00	\$18.00	\$20.00
Next 10 years of benefit service	\$19.00	\$19.00	\$21.00
Next 25 years of benefit service	\$21.50	\$24.00	\$26.00

- E. For General Merchandise participants hired before November 29, 1987, and who retire on or after January 1, 2002, the benefit levels shall be equal to the following:

GENERAL MERCHANDISE EMPLOYEE	Service Prior to 01/01/88	Service on or After 01/01/88 and Prior to 01/01/92	Service on or After 01/01/92
First 5 years of benefit service	\$18.00	\$20.00	\$20.00
Next 5 years of benefit service	\$18.00	\$21.00	\$21.00
Next 10 years of benefit service	\$19.00	\$22.00	\$22.00
Next 25 years of benefit service	\$21.50	\$24.00	\$26.00

- F. For Food and General Merchandise participants hired on or after November 29, 1987, and who retire on or after January 1, 1996, the benefit levels shall be equal to the following:

	FOOD EMPLOYEE	GENERAL MERCHANDISE EMPLOYEE
First 5 years of benefit service	\$23.00	\$18.00
Next 5 years of benefit service	\$24.50	\$19.00
Next 10 years of benefit service	\$25.50	\$20.00
Next 25 years of benefit service	\$30.00	\$23.50

- G. For Food and General Merchandise participants hired on or after November 29, 1987, and who retire on or after January 1, 2002, the benefit levels shall be equal to the following:

	FOOD EMPLOYEE	GENERAL MERCHANDISE EMPLOYEE
First 5 years of benefit service	\$24.00	\$20.00
Next 5 years of benefit service	\$25.50	\$21.00
Next 10 years of benefit service	\$26.50	\$22.00
Next 25 years of benefit service	\$31.00	\$25.50

- H. For the purposes of the Pension Plan a Food employee is any regular full-time or part-time:
1. Retail employee in job numbers:
007, 207, 307, 407, B07, 4B7,
20G, 30G, 4BG, 20H, 30H, 4BH,
20J, 30J,
00K, 10K, 20K, 30K, 4BK,
20B, 30B, 40B, and 4BB.
 2. Retail employee entering and remaining in the following job numbers prior to November 29, 1987:
201,
005, 105, 205, 305, and
209.
- I. For the purposes of the Pension Plan a General Merchandise employee is any regular full-time or part-time:
1. Retail employee in job numbers:
101, 4B1, 4C1,
003, 203, 473, 4B3, 004, 4B9,
47D, 100010,
00D, 20D, and 4BD.
 2. Retail employee entering the following job numbers on or after November 29, 1987:
201, 205, 209, 305, 405, and 4B5.
- J. The job classifications for Pension purposes are Food, General Merchandise, Property Management and Services, Distribution Center, and Transportation (Drivers). A participant who earns a Pension benefit in more than one job classification shall earn a separate Accrued Benefit for each period of continuous service within a job classification, based on the benefit rates that apply to that job classification. Prior to January 1, 2000, the Accrued Benefit is based on the benefit rates in effect during the year the transfer occurred. Effective January 1, 2000, the Accrued Benefit shall be based on the benefit rates in effect during the year employment ends.
- K. Benefits summarized in subsections 11.1A through J above and in the Summary Plan Description, 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 Document will govern.

11.2 401(k) Retirement Plan

- A. The Employer has established a defined contribution type of retirement plan known as a 401(k) Plan. A 401(k) Plan permits a participant to defer part of the participant's pay and have the Employer contribute the amount of pay deferral to the Plan instead of paying it to the participant in his paychecks.

Each participant in the Plan will have accounts in his 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 pay deferral contributions and the performance of the investment funds.

B. The Plan will include the following features:

1. Regular full-time employees will become eligible to participate in the Plan on the first day of the calendar month following three (3) months of service. Regular part-time employees will become eligible to participate in the Plan on the first day of the calendar month following six (6) months of service.
2. A participant may contribute from 1% to 75% of their pay.
3. A participant will have a choice of at least four (4) mutual funds for investment of the participant's accounts.
4. A participant may receive a distribution of benefits from the Plan if the participant terminates employment with the Employer, or becomes totally and permanently disabled. A distribution of benefits to the participant's 401(k) Plan beneficiary of record may be made if the participant dies.
5. Benefits 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.

ARTICLE 12: LEAVES OF ABSENCE

12.1 Personal Leave

An employee may be granted a personal leave of absence not exceeding thirty (30) days unless extended 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. The Employer's response to the requested leave shall be given within ten (10) days from the time the request is received. Seniority shall accrue, except as limited in Section 12.7 during the personal leave.

12.2 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.

12.3 Union Leave

The Employer shall grant a leave of absence to employees for the purpose of full-time employment by the Union. Persons granted such leave will retain and accrue seniority for up to a one (1) year period, after which all seniority rights shall terminate. Contract benefits will not apply during the period of leave for full-time employment by the Union.

In the event of a desired return during the Union leave, the Employer will return the employee to their job or a comparable job that their seniority will allow.

The Company reserves the right to limit the number of leaves granted for full-time employment to no more than ten (10) per year. In the event persons granted leave request a return during the one (1) year period of their leave, the Union may request a replacement person be placed on leave for full-time employment by the Union. Requests from the Union for additional leaves for Union business may be granted to employees by mutual consent.

Such requests must be received at least one (1) week in advance of when they are needed.

Upon mutual agreement between the parties, such Union leaves may be extended.

12.4 Educational Leave

An educational leave of absence may be granted to employees at the discretion of the Employer 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. It is understood that the return of an employee from educational leave is dependent on the availability of open jobs.

An employee may remain on a leave for up to nine (9) months with a three (3) 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.

- 12.5 **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 except as limited in Section 12.7.

- 12.6 **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 except as limited in Section 12.7.

- 12.7 Employees on leave of absence of thirty (30) days or less shall maintain their present time in classification for rate increases and other contract purposes. Persons on leave of absence longer than thirty (30) days will not accumulate time in classification for purposes of receiving increases while below top rate within classification.
- 12.8 An employee on leave of absence for reasons other than military leave must return on the date agreed, unless mutually agreed otherwise between the Company and the employee or his employment shall be terminated.
- 12.9 No leave of absence will be granted to any employee for the purpose of trying out another job or to venture into business for himself unless the Employer gives special permission in writing. Failure to comply with this provision shall result in termination of the employee involved.
- 12.10 When an employee leaves the Company on a leave of absence, he shall be paid upon request the vacation pay that became available on his last seniority anniversary date that has not yet been paid.
- 12.11 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 Articles 9, 10, and 11. 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, 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.

- 12.12 Employees returning to work from a 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 leave for work related disability and employees on leave for non-work related disability, 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 Articles 9, 10, and 11. During the period of such favored work assignment, the employee can maintain his Union membership. Compensation for favored work for employees on leave for work related disability shall be subject to applicable Workers' Compensation Law. Compensation for favored work for employees on leave for non-work related disability shall be based on the appropriate hourly rate for that classification and department, and any partial disability benefit provided under Section 10.3, Short Term Disability benefits, 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.

12.13 The employee is responsible for keeping the Employer informed of his medical condition. Failure to comply with this provision shall result in the termination of the employee's employment.

12.14 **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. Disability Leave, both non-work related and work related, described in Sections 12.5 and 12.6.
2. Family Care Leave, described below.

Employees who are eligible under the Act, who have applied for and have been determined to qualify for a 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 the 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 disability leave as described in Sections 12.5 and 12.6. 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 12.5 through 12.13.

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. When a disability leave has been exhausted, if the team member is eligible for additional time off for the care of the newborn, the additional leave time required by the Act will be granted.

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 12.1. 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 12.1.

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 13: GENERAL

- 13.1 It is recognized as desirable from both the Employer and the Union's standpoint to encourage employees to shop at Meijer stores. Consequently, the Union and the Employer mutually suggest that the employees buy the bulk of their food and general merchandise from the Meijer stores in order to make each employee's job more secure.
- 13.2 Every employee must record their time in the prescribed manner when reporting for work and when leaving unless given a written exemption. When any employee covered by this Agreement is working on assigned duties, their time must be recorded. Employees will be paid when required to attend a meeting scheduled by the Employer. Such time paid will not be counted for purposes of over-time calculation except as Federal statute requires.
- 13.3 There shall be three (3) bulletin boards in each unit, positioned in a mutually agreed upon location away from the sales floor and other areas open to the public, for the purpose of posting communications from the Local Union. Any materials posted shall be identified as official notices of UFCW Local 951 and will not contain any statements adverse to the Employer or the Employer's business, or be political in nature.
- 13.4 **Uniforms.** Uniforms required by the Employer and necessary protective gear will be provided by the Employer in accordance with Corporate policy, and such uniforms will be maintained by the employee in an appearance acceptable to the Employer.
- 13.5 No employee will be required to take a polygraph or any type of lie detector test.
- 13.6 The Company and the Union mutually agree that there shall be no discrimination contrary to applicable Federal and State laws against any employee. The Company and the Union also mutually agree to support the intent, goals and objectives of the Company's Affirmative Action Program.
- 13.7 Any reference to the male gender contained herein is for illustrative purposes only and shall be deemed to include the female gender.
- 13.8 Any and all employees classified as full-time are required to be fully available for work on any day of the week, including but not limited to Friday, Saturday and/or Sunday. No applicant or full-time employee shall have the right to rely upon any representation to the contrary made during the application process or at any time during their employment.
- 13.9 No employee is to receive a reduction in wage rates as a result of the signing of this Agreement.
- 13.10 This Agreement shall be binding upon the parties hereto and the Employers' successors, administrators, executors, and assigns. In the event that Meijer Great Lakes Limited Partnership, is sold, transferred, or taken over by sale, transfer, receivership or bankruptcy, this Agreement shall remain in full force and effect

for its term. Meijer Great Lakes Limited Partnership, shall give notice of this Agreement to any purchaser or transferee in writing with a copy to the Union no later than the effective date of sale.

- 13.11 In the event that the Employer contemplates the introduction of major technological changes affecting bargaining unit work, advance notice of such change will be given to the Union. If requested to do so, the Employer will meet with the Union to discuss the implementation of such changes before putting such changes into effect.
- In any discussions that are forthcoming as a result of technological change, both parties are agreed that they will make every effort to arrive at mutually agreeable decisions with regard to those full-time members of the bargaining unit (on the payroll as of the effective date of this Agreement), who may become displaced as a direct result of the technological change.
- 13.12 Employees transferring between the Distribution Center, Stores, and/or the Property Management and Services Department will commence a new seniority date for all job purposes excluding fringe benefits and layoff. This clause applies to all such transfers on or after August 13, 1972. In instances where full-time employees have the same seniority date, previous Store, Property Management and Services or Distribution Center part-time seniority will be the determining factor.
- 13.13 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 one (1) year after such transfer. In the event the employee is transferred by the Employer back to the bargaining unit after this one (1) year period, the employee's past seniority cannot be used for job bidding, scheduling, or layoff purposes. The parties may meet and discuss modification of the provisions of this section to accommodate special circumstances. The return of such employee shall not result in the displacement of another bargaining unit employee.
- 13.14 The Employer must display and the Union must provide Union store cards 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.
- 13.15 Regular full-time employees in the military reserves when assigned to a day's active duty will, to the extent possible, be scheduled to a full work week excluding the day spent in the military reserves, provided that such employees give notice prior to posting of the affected week's schedule.
- 13.16 In recognition of the importance of a drug free work place, a safe working environment and safe work practices, the parties agree to mutually strive to maintain and improve the work environment and support the efforts of a safety committee.
- 13.17 The Company and Union mutually agree that there shall be no discrimination contrary to the applicable Federal and State laws against any employee. In order to ensure the former, both the Company and Union mutually agree to support the intent, goals and objectives of the Union's Community Services Programs regarding women, handicapped, drug abuse, literacy, education, laid off employees and minorities; and the Company agrees to provide, at its discretion, a release from work for a reasonable amount of unpaid time to employees which will enable them to attend such programs.

The Employer recognizes and the Union acknowledges that the Union's efforts to maintain area wage standards are germane to the terms of the contract herein. All efforts as permitted by law will be undertaken by the Union to provide area wage standards.

- 13.18 Workers' Compensation Benefits. 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 14: UNION COOPERATION

- 14.1 The Union agrees to uphold the 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.
- 14.2 The Employer and Union agree to cooperate in maintaining and improving safe working conditions and practices, in improving the cleanliness and good housekeeping of the units, and in caring for equipment and machinery.
- 14.3 The Union agrees to cooperate in correcting inefficiencies of members which might otherwise necessitate discipline or discharge.
- 14.4 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.
- 14.5 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.
- 14.6 The Union agrees to support a drug and alcohol free work environment. The Union will cooperate with the Company to support post accident and reasonable cause testing methods.
- 14.7 The Union agrees that any Union button/pin, in addition to a steward and service pin, will not be political in nature and will be small, neat, and inconspicuous. The Union agrees to cooperate with the Company's philosophy of minimizing the number and type of pins worn.
- 14.8 The Union agrees that any materials posted or distributed within the units will comply with the Employer's "No Solicitation" policy.

ARTICLE 15: DURATION AND TERMINATION

- 15.1 This Agreement shall continue in full force and effect for Central Stores #23, #24, #25, #28, #29, #30, #42, #43, #44, #45, #48, #52, #56, #69, #108, #113, #140, #163, #172, #174, #187, #194, Lansing Distribution Center, Transportation, Property Management and Services, up to and including 11:59 p.m. on September 8, 2007, and from year to year thereafter unless either party serves notice in writing upon the other at least sixty (60) days prior to September 8, 2007, or September 8, of any subsequent year, that it desires to terminate or modify such Agreement, in which event this Agreement will expire after said September 8, 2007, unless mutually extended by the parties during negotiations or unless it is modified and continued as a result of negotiations.

This Agreement shall continue in full force and effect for West Stores #03, #11, #12, #16, #19, #20, #21, #22, #26, #36, #41, #47, #50, #71, #119, #158, #171, #175, #179, #180, #191, #193, #195, #196, #201, #203, #205, #221, and the Grand Rapids Distribution Center, up to and including 11:59 p.m. on April 26, 2008, and from year to year thereafter unless either party serves notice in writing upon the other at least sixty (60) days prior to April 26, 2008, or April 26, of any subsequent year, that it desires to terminate or modify such Agreement, in which

event this Agreement will expire after said April 26, 2008, unless mutually extended by the parties during negotiations or unless it is modified and continued as a result of negotiations.

This Agreement shall continue in full force and effect for East Stores #27, #32, #34, #35, #46, #53, #54, #55, #57, #63, #64, #65, #67, #68, #70, #72, #105, #109, #122, #123, #145, #173, #177, #185, #188, #197, #222, and the Newport Distribution Center, up to and including 11:59 p.m. on September 6, 2008, and from year to year thereafter unless either party serves notice in writing upon the other at least sixty (60) days prior to September 6, 2008, or September 6, of any subsequent year, that it desires to terminate or modify such Agreement, in which event this Agreement will expire after said September 6, 2008, unless mutually extended by the parties during negotiations or unless it is modified and continued as a result of negotiations.

- 15.2 It is agreed that in the event any article, section or clause hereof shall be deemed invalid under applicable law or regulations that the various remaining articles, sections and clauses of this Agreement shall be deemed to be severable and of continuing effect insofar as they shall not be affected thereby. The parties agree to begin negotiations within thirty (30) days to replace said void part of the contract with a valid provision.
- 15.3 It is understood that the terms and conditions of this Agreement are subject to applicable Federal regulations and rules, if any are enacted or adopted during the life of this Agreement, regarding wage and fringe adjustments and shall be implemented in accordance with and to the extent permitted by such rules and regulations.
- 15.4 When the Employer decides to close a store, unit or a segment of the operation, or transfers a part of the operation to a new location, or introduces a change in the method of operating that will significantly affect a store, unit or a segment of the operation, the Employer shall notify the Union of such closing, transfer or change, and upon the request of either party, the parties shall meet to discuss the closing, transfer, or change. As a result of such discussion, the president of the Local Union and management representatives may upon mutual agreement modify or amend those terms pertaining to the operation and employees affected by the closing, transfer, or change.

15.5 **Economic Relief**

The Employer may request modification of the economic terms of the contract according to the following separate procedures:

- A. After a period of three (3) months from the effective date of the contract, if the Employer establishes sufficient reasons for economic relief for certain units or portions of the operation, the Union shall present the terms of the economic relief to the membership in the affected units and/or operation for their vote.
- B. If at any time during the duration of the contract a competitor opens a discount general merchandise or discount food or combined discount food and general merchandise operation that exceeds 50,000 square feet in size within a fifteen (15) mile radius of one of the Employer's stores, and the economic terms of the competitor's labor costs are substantially less than the Employer's labor costs, the Employer may present a proposal to the Union for economic relief pertaining to the affected store or stores and the Union shall present that proposal to the affected membership in the store or stores to which the proposal applies for their vote within thirty (30) days from receipt of such proposal.

- C. During the duration of the contract, the parties may address a competitive disadvantage which exists in a facility covered by the Agreement. The parties specifically reserve the right to deal with any one unit whether or not the entire metropolitan or geographical area is affected in a similar fashion by this competitive disadvantage. The parties may then meet to discuss modifications of wage and/or benefit or operating language changes to effect a more competitive posture in that unit or units. This section in no way shall obligate either party to agree to such modifications in lieu of closing the retail unit.

It is specifically understood that relief will not be implemented without the vote of the affected members.

- D. The contract proposals from the Company for the Distribution Centers, Transportation and Property Management and Services is not intended to reflect a commitment that these areas will continue to operate in their current form, or continue to operate at all.

APPENDIX

- A.1 The Specialty Clerk classification shall apply to specialty areas of the supermarket service counters and service food areas. Upon discussion between the parties, the Employer may place new additional specialty areas under the terms of this Agreement.

Departments for specialty areas may be created or combined by the Employer, however, the departments shall be separate from existing departments for all seniority purposes and treated as individual departments unless otherwise agreed in writing by the parties.

The Employer may assign employees who are classified as Specialty Clerks work in other specialty area departments. Due to the close proximity of many specialty areas, some overlapping of work duties could occur.

- A.2 The Company may designate Retail Clerk(s) in each Receiving Department to be the Receiving Clerk(s) for the store's receiving areas. Those who have been assigned will receive a forty cent (40¢) per hour premium over their regular hourly rate in the Retail Clerk classification for time worked as a Receiving Clerk.

Grocery Receiving Clerks who accepted a permanent transfer into the Receiving Department prior to the effective date of this Agreement will maintain their current status and will continue to receive pay increases as per their grocery classification. When openings become available for these positions, they will be filled by Job No. 473, Retail Clerks.

Grocery Receiving Clerks accepting such transfer will be eligible to bid on future grocery positions as well as indicating their interest in transferring to any full-time position in the store.

- A.3 A forty cent (40¢) premium will be paid to Receiving Department employees hired prior to 09/14/2003 that are designated as Trailer Unloaders. A Trailer Unloader is defined as an employee who is doing the actual removal of materials from inside the trailer for loads coming from the Meijer Distribution Centers. These trailers may be delivered to any loading dock within the store.

- A.4 Receiving Department employees may unload and sort merchandise from all trailers delivered to the store, and when assigned, will receive their regular rate of pay and will not result in the displacement of Grocery employees.

- A.5 Any stores opened, or at the completion of the Service Desk portion of a major remodel, subsequent to the effective date of the contract, the Service Desk will be redefined as a General Merchandise Department and staffed by Retail Clerks. Any Central Service Cashier effected by this change will be offered their choice of being reclassified as Retail Clerks or continuing as Central Service Cashiers as provided above.

The Cash Office and Service Coordinator functions will be treated as Central Service Cashier functions; i.e., Central Service Cashiers will be assigned those duties.

- A.6 Because of the present and foreseen changes within the retail industry and that impact upon the meat operation, the Union and Company agree to meet and attempt to resolve the placement of displaced employees from the meat operation when and if the displacement occurs. It is understood that such placement is dependent upon the operational needs of the Company.

The parties further agree that such placement of the aforementioned employees may take place in the Grocery, Produce, and/or Service Departments prior to or in lieu of jobs being posted or transfers being accepted in accordance with the job posting/filling provisions of the Agreement. The parties further agree that the placement of the aforementioned employees may take place in the Grocery, Produce, and/or Service Departments in lieu of the layoff bumping procedures.

The parties further agree that in an effort to maintain full-time Journeyman Meat Cutters jobs, Journeyman Meat Cutters may be assigned as needed to scheduled hours in stores other than the employee's home store but within the employees metropolitan area to maintain the basic work week.

- A.7 Employees classified as Bagger-Utility Workers will not be assigned to stock, with the exception of checklane items, to run Department registers, with the exception of Bottle Returns, Purple Cow, and Bakery Ice Cream registers, to work in the Cash Office, or to work at the Service Desk.

Employees classified as Bagger-Utility Workers may perform light utility work, general cleanup around the facility, customer returns, and the writing off of damaged products.

Employees classified as Bagger-Utility Workers may also, during emergency situations, be assigned to Grocery, Meat, Produce and General Merchandise Departments.

- A.8 In the Service Department, the Employer may designate employees to act as Service Coordinators, and those employees who are regularly assigned by management to this position will receive twenty-five cents (25¢) per hour above their Cashier rate for time worked as an Service Coordinator. Employees will not receive this premium for time worked while not on this job assignment.

- A.9 Each January 31st, the Employer will review Job No. 201 Bagger-Carryout Utility Workers to determine who has been in that classification a minimum of seven (7) consecutive years. These employees will be reclassified as Job No. 101 effective each January 31st. Job No. 101 is a higher rated Bagger-Carryout Utility Worker classification that mirrors the wage schedule for Job No. 473, Retail Clerks. Employees reclassified as Job No. 101 will receive the next higher rate as outlined in Job No. 473 and they will continue to progress through that wage schedule.

- A.10 In addition to existing lead positions (i.e. Service Coordinator, Retail Receiving Clerk, etc.), the Company may designate any job assignment of lead position as it deems necessary. Prior to such designation, the Company and Union will meet and discuss the amount of premium, if any, to be paid.

A.11 Employees who work all hours between 12:00 midnight and 5:00 a.m. will receive a night premium in addition to their regular hourly rate of fifty cents (50¢) for the hours worked between 12:00 midnight and 5:00 a.m.

A.12 If at any time during the duration of the contract, an efficiency measurement and reward system test is designed, the Employer will meet with the Union to discuss the terms of that test period and other applicable issues.

A.13 Effective April 25, 1999 the Journeyman Meat Cutter, and Perishables Clerk classifications will be red circled. A new classification of "Meat Processor" will be introduced at the rates listed in the wage schedule. Also, the Food Clerk classification will now apply to the Meat Department.

All employees currently classified, as Journeyman Meat Cutters will continue to be classified as such and will receive increases as specified in the wage schedule. Apprentice Meat Cutters will be reclassified as Journeyman Meat Cutters.

All employees currently classified as Perishable Clerks will continue to be classified as such and will receive increases as specified in the wage schedule.

Employees classified as Meat Preparation Clerks who have acquired the necessary skills and have been regularly assigned to meat cutting will be re-classified in the new "Meat Processor" classification. All other Meat Preparation Clerks will be re-classified as Food Clerks in the Meat Department.

For all seniority purposes including scheduling, overtime, holiday work, vacations, transfers, layoff and job bidding, the classifications of Journeyman Meat Cutter and Meat Processor shall operate as a single classification.

For all seniority purposes including scheduling, overtime, holiday work, vacations, transfers, layoff and job bidding, the classifications of Perishable Clerk and Food Clerk in the Meat Department shall operate as a single classification.

Specialty Clerks working in the Meat Department shall be limited to Customer Service areas.

A.14 During the term of this Agreement the Employer and the Union may agree to apply various economic incentives by individual store or groups of stores, classifications, and/or departments with regards to hours of work, rates of pay, and/or premiums. The application of such economic incentives will be by written agreement specifying the terms and duration of the incentives.

A.15 Cashiers assigned to perform the Bookkeeping function on a weekly basis will receive a one dollar (\$1.00) per hour premium over their Cashier rate.

A.16 Food Clerks assigned as Head Dairy and Frozen will receive a one dollar (\$1.00) per hour premium over their Food Clerk rate.

A.17 Food Clerks assigned as Lead Store Clerks will receive a one dollar (\$1.00) per hour premium over their Food Clerk rate.

LETTER OF UNDERSTANDING

Upon ratification of the previous Agreement, Floor Machine Operators, formerly Job No. 021, were combined with employees in Job No. 473, Retail Clerk; however, for rate purposes, they will receive an additional \$1.30 above the top rate of Job No. 473. The affected employees are listed below:

Name	Store	Seniority Date
James Long	011	09/03/69
Brian Gill	018	04/05/73
Edward Garvey	019	08/24/67
Mark Plews	019	03/17/75
William Rash	020	09/06/73
Mark Isenga	026	07/01/78
Michael Schwind	044	09/28/72
William Henshaw	047	01/08/68



Lee Lynam
Vice President
Human Relations and
Corporate Employment
Meijer



Robert Potter
President
UFCW, Local 951

MICHIGAN RETAIL AGREEMENTS (CENTRAL, WEST, & EAST)

BY AND BETWEEN

MEIJER GREAT LAKES LIMITED PARTNERSHIP

AND

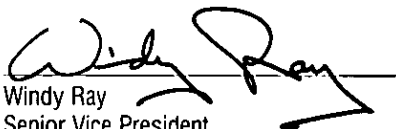
UNITED FOOD AND COMMERCIAL WORKERS UNION
LOCAL 951

AS CHARTERED BY
UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION,
AFL-CIO AND CLC

CENTRAL EFFECTIVE: SEPTEMBER 14, 2003 – SEPTEMBER 8, 2007

WEST EFFECTIVE: SEPTEMBER 14, 2003 – APRIL 26, 2008

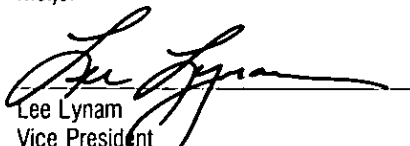
EAST EFFECTIVE: SEPTEMBER 14, 2003 – SEPTEMBER 6, 2008



Windy Ray
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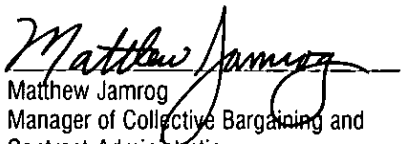
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