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12/22/03

**CONTRACT  
 BETWEEN  
 UFCW LOCAL 911  
 AND  
 MEIJER STORES LIMITED  
 PARTNERSHIP - TOLEDO**

UFCW Local 911  
 7441 International Drive  
 PO Box 966  
 Holland OH 43528

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**Effectiv : D cember 18, 2002  
 Expiration: April 1, 2007**

**AGREEMENT**

THIS AGREEMENT is entered into this 18th day of December, 2002, by and between Meijer Stores Limited Partnership, hereinafter designated as the "Meijer Stores" or "Employer" and the United Food and Commercial Workers Union, Local 911, chartered by the U.F.C.W. International Union, AFL-CIO, CLC, hereinafter known as the "Union".

**ARTICLE I - 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 December 18, 2002, prior to December 18, 2002, 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.

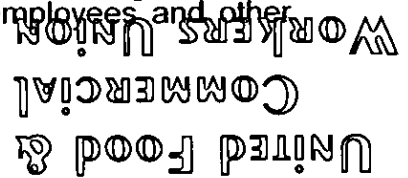
The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements 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 II - COVERAGE**

The Employer and the Union agree that this Agreement shall apply to and govern the wages, hours and other terms and conditions of employment for employees employed at the Employer's combination stores at facility operated as Meijer, Inc., at the retail units located at 1391 Conant Street, Store #115; 1725 Wheeling Street, Store #116; 7240 W. Central Avenue, Store #117 and 1500 E. Alexis Road, Store #118 in the Toledo, Ohio area, but excluding professional and managerial employees, pharmacists, pharmacy technicians, interns, managers, assistant managers, line and department managers, manager trainees, maintenance employees, office clerical and confidential employees, employees of any leased operation (e.g., Shoe Repair, Photography Studios, Printing, Sales, Cellular Phone Stores, Savings and Loan, etc.), security employees and other

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guards and supervisors as defined in and by the National Labor Relations Act.

### **ARTICLE III – UNION SECURITY AND CHECK-OFF**

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

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

It shall also be a continuing condition of employment that all employees covered by this Agreement and hired on or after the date of execution shall, after completing their probationary period, become and remain members in 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 as required by this Section, an employee must tender to the Union the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership. 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 Employer 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 Management Relations Act as amended. The amount of such fees shall be no more than what is paid by Union members.

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

The Employer agrees to deduct from the pay of each employee who certifies in writing

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Union member and who executes an appropriate voluntary check-off authorization for the UFCW Active Ballot Club. Deductions shall be in the amount and at the times specified in the check-off authorization form signed by the employee. The deduction shall continue for the life of this agreement for those employees who sign UFCW Active Ballot Club check-off authorization forms unless they are revoked individually and in writing.

The Employer agrees to deliver all sums deducted in this manner to the designated financial officer of the Union, payable to the local Union. The Employer further agrees to advise the local Union office within fifteen (15) days after information on any permanent transfers, promotions, discharges or new hires as recorded by the Payroll Department in the corporate offices.

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

### **ARTICLE IV – MANAGEMENT RIGHTS**

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

### **ARTICLE V – GRIEVANCE AND ARBITRATION PROCEDURE**

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

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

Stewards will be given one (1) paid day off per year, paid at the fringe day amount as defined in Article 11.6A4, to be used in conjunction with Union authorized Steward training conferences. This day will be granted upon fourteen (14) days written notification to the Labor Relations Department by the Local Union.

The Union may designate one (1) "auxiliary" steward to serve only in the absence of a regular steward who is on vacation, personal paid day or on an approved leave of absence.

**Section 2** The Employer shall grant to any accredited full-time Union representative who is an employee of the Union access to the facility for the purpose of administering the terms of the Agreement. Such Union representative shall sign in and out on the appropriate sign-in sheet maintained by the Union nor the steward will be

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permitted to engage in lengthy discussions with employees which might interfere with the Employer's business. A steward, upon reasonable notice and prior approval of their supervisor or supervisor in charge, may leave their work station for Union business.

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

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

**Section 5** A request to process a grievance shall be presented, in writing, on the appropriate form, to the immediate supervisor or the Store Director or the Store Director in charge, within seven (7) calendar days after the event took place for grievances involving discipline, demotion, or discharge and for all other grievances, within ten (10) calendar days after the event took place that is the basis for the grievance, with the exception of wage claims which are limited to sixty (60) days.

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

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

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

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

**Step 1** The steward or Local Union representative shall make a formal written request to the immediate supervisor or Store Director within the time limits established in Section 5 of this Article to discuss a grievance.

A conference shall be held between the steward and/or the aggrieved employee and the

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supervisor of the Unit will be held with reasonable promptness. A Business Representative from the Local Union may attend along with a representative from the Company's Personnel staff if both parties deem it appropriate.

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

Step II Should the Union be dissatisfied with the Step I answer, a grievance form must be submitted to the Store Director, signed by the aggrieved employee and an accredited full-time representative and employee of the Union, within fourteen (14) days after the answer is given to the Step I conference. The grievance form shall indicate: (1) a statement of the grievance and the violation(s) of the agreement alleged; and (2) the remedy or correction requested. A meeting between an accredited full-time representative of the Union and the management of the Employer will be held with reasonable promptness.

Section 7 Grievance Adjustment Board or Arbitration

(a) Should the Union be dissatisfied with the Step II answer, the Union may submit the grievance to arbitration. If the Union desires to submit the grievance to arbitration, it must give the Employer formal notice of its appeal to arbitration in writing, within forty-five (45) days from the date the Step II answer was given.

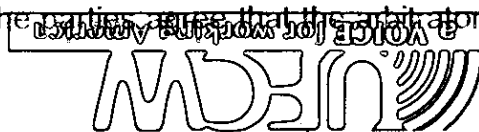
(b) The Executive Board of the Union shall have the exclusive right to determine whether or not the employee's grievance shall be submitted to arbitration by the Union.

(c) If the notice of appeal to arbitration is given, the parties shall endeavor to select a mutually satisfactory arbitrator during a fourteen (14) day period following the date of such notice. If they are unable to agree, the parties shall request the Federal Mediation & Conciliation Services to submit a list of five (5) arbitrators. Upon receipt of the list, each party, beginning with the Union, shall alternately strike one (1) name from such list until only one (1) name remains and the remaining name shall be that of the arbitrator. The arbitrator shall be notified of his selection by joint letter requesting that he set a time and place for the hearing, subject to the availability of the Employer and Union representatives.

In the event the parties agree to submit the briefs, they will have a thirty (30) day period after the hearing has concluded.

(d) The parties agree that the arbitration shall be held

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to the following:

1. The arbitrator shall be empowered to rule only on grievances which involve the interpretation or application of this Agreement.
2. The arbitrator shall not have jurisdiction to add to, detract from, ignore, subtract from or modify any of the terms of this Agreement or written amendments hereof, or to substitute his discretion for that of any of the parties hereto. With respect to discipline or discharge grievances, the arbitrator shall determine if discharge, discipline or the penalty invoked was for just cause and he shall have the authority to order back pay in whole or in part.
3. It shall be the responsibility of the arbitrator to render a decision within thirty (30) days of the closing of the case if possible.
4. The responsibility of the cost of the Arbitrator's fees shall be paid by the Employer or Union 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 Employer and the Union. Each party shall bear the cost of its own witnesses, representatives and legal counsel.
5. Only one grievance shall be presented to an arbitrator in any one hearing, unless the parties mutually agree to combine grievances for the same arbitrator.
6. The arbitrator's decision on an arbitrable matter within his jurisdiction shall be final and binding upon all parties, the Employer, the Union and the affected employee(s).

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

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

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.

**Section 9** It is the intention of the contracting parties that, with the exception of those individual grievance privileges expressly set forth in this Agreement in the redress of alleged violations of this Agreement by the Employer, the Union shall be the sole representative of the interests of employees or groups of employees within the bargaining unit. Subject to the individual rights expressly set forth in the grievance procedure of this Agreement, only the Union, through its properly designated representatives, shall have the right under arbitration procedures or in any judicial or adjudicatory forum to assert and process against the Employer a claimed violation of this Agreement.

**ARTICLE VI - NO STRIKE - NO LOCKOUT**

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

**Section 2.** In no event will the Union, its agents or members individually and/or collectively, authorize or 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.

**ARTICLE VII - SENIORITY**

**Section 1** New employees hired prior to October 1, 1994, shall be considered as probationary employees for their first sixty (60) calendar days of employment. Those hired after October 1, 1994, will have their first ninety (90) calendar days of employment as probationary. There shall be no seniority among probationary employees. Probationary employees may be discharged at any time at the Employer's sole discretion and the

employee shall have no recourse through the Grievance Procedure. The Employer shall have no responsibility for any probationary employee laid off or

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discharged during this probationary period. Seniority shall mean length of continuous service in the Meijer combination store operation of the Employer and upon completion of the probationary period shall be dated from the first day worked. Seniority shall be applied according to the terms of the agreement.

**Section 2** Seniority shall be of two types, full-time and part-time. Full-time seniority shall be convertible to part-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 or more employees have the same full-time seniority dates, part-time seniority will determine who is more senior. When two or more employees have the same part-time seniority date, the most senior employees will be determined by the lowest last four digits of their social security number.

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

**Section 4** Where there are open jobs for permanent full-time vacancies, the Employer will survey part-time employees within the department and classification in that facility where the opening exists, who have designated, in writing, their desire for full-time work. The most senior part-time employee indicating in writing a desire for the job in that department and classification will receive the job, provided such employee possesses the necessary level of skill and ability and is fully available for full-time work. The foregoing shall not apply to change in assignments within a job classification. These full-time openings may be based on structuring full-time shifts consisting of afternoon and/or evening and/or early morning schedules. It is understood that these full-time openings will include Friday, Saturday and Sunday work in most cases. Employees receiving full-time jobs under this Section will remain on such shift assignment until the Employer determines a permanent full-time opening exists on an alternate shift. Once this determination is made, the full-time employees will be surveyed in line of seniority by department and classification for the opening. Lateral bids will be allowed at the discretion of the employer provided such employee possesses the reasonable ability and is capable of performing the job.

In the event there is no interest within the department, classification in that facility, the job will be posted for seven (7) calendar days in that facility and the most senior employee bidding within that unit and lines area where the full-time opening exists (hardlines, fashion area, foods, service) will receive the job.

If the job is not filled in accordance with the above, it will be posted for a seventy-two (72) hour period in that facility and the most senior part-time or full-time employee bidding within that facility will receive the job, provided they are fully available for full-time work and possess the necessary level of skill and ability. Full-time employees which are

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awarded jobs under this provision, will retain their full-time seniority.

Employees awarded jobs under this provision 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 shall be returned to his original job, providing he has the seniority.

**Section 5** When management determines there is a part-time opening as a Cashier or Grocery Clerk, consideration will be given to the most senior active part-time employee in the highest classification that has signified their interest in writing within the last six (6) months from the time of the opening, and has one (1) year of seniority.

Employees awarded jobs under this provision shall move to the rate in the new classification closest to their existing rate. They shall be given a sixty (60) day break-in period to familiarize himself with the job duties by which time the employee will be required to perform the job at a satisfactory level. If, for justifiable reasons, the Employer feels an employee cannot perform the job at a satisfactory level, the employee shall be returned to his original job providing he has the seniority.

**Section 6** When a part-time employee works sixteen (16) consecutive weeks in one (1) department in any single unit an average of thirty-six (36) hours per week, excluding holiday weeks, for those sixteen (16) weeks, he shall be reclassified as full-time status with full-time seniority for scheduling, layoff and job bidding purposes. Hours credited are those hours actually worked. Hours worked in replacement of an employee on Worker's Compensation, disability leave, or personal maternity leave, or hours on the posted schedule that are worked in replacement of another employee and/or hours worked during October 1 through December 31, will not be considered in computing the thirty-six (36) hour average or counted as part of the sixteen (16) consecutive week period specified above.

When a full-time employee works sixteen (16) consecutive weeks and averages less than thirty-two (32) hours per week for those sixteen (16) weeks, he may be reclassified as part-time for scheduling, layoff and job bidding purposes dating back to the beginning of the sixteen (16) week period. Hours credited are those hours actually worked.

Full-time jobs created under this provision will result in full-time shifts consisting of afternoon and/or evening and/or early morning schedules. It is understood that these full-time openings will include Friday, Saturday, and Sunday work in most cases. Employees receiving full-time jobs under this section will remain on such shift assignment until the Employer determines a permanent full-time opening exists on days. Once this determination is made the full-time employees on afternoon and/or evening and/or early morning schedules will be surveyed in line of seniority by department and classification for the opening.

Upon request, the Company will deal and dispense situations where a part-time employee

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is working an average of 36 hours per week in multiple departments for sixteen (16) consecutive weeks.

**Section 7** An employee represented by UFCW, Local 911 in the state of Ohio who is transferred by the Employer from one facility within the combination store operation to another shall retain past seniority for benefits and recall. An employee who is transferred by the Employer within the operation shall retain past seniority and shall continue to accumulate in the new department.

An employee promoted into management will be granted a leave of absence for a maximum of one (1) year, during which time the employee may return to the bargaining unit with uninterrupted seniority.

**ARTICLE VIII – LAYOFF AND RECALL**

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

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

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

- a. Accept part-time hours within their department and classification and shall maintain a full-time status for a twelve (12) week period. At the end of this twelve (12) week period, the full-time employee shall be reclassified as a permanent part-time employee, or
- b. Bump the least senior employee within his classification and facility in his expanded department, or
- c. Bump the least senior employee within his department, classification and status in another store, or
- d. Accept a layoff to the street.

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

- a. Bump the least senior employee within his classification and facility in the

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expanded department, or

- b. Accept a layoff to the street.

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

Expanded departments for the purpose of layoff are:

1. Grocery and Produce
2. Hardlines
3. Fashion area
4. Bakery, Ice Cream & Cafeteria
5. Specialty Food Service Areas (except Meat Service Area)
6. All other departments will be treated as individual departments

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

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

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

### **ARTICLE IX – HOURS OF WORK**

**Section 1** 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 workweek may overlap payroll weeks. The payroll week will be calculated separately from the scheduled work week.

**Section 2** The Employer will post weekly work schedules by 3:00 p.m. on the Friday prior to the scheduled work week constructed by department(s). In constructing a weekly work schedule, the Employer will determine first the needs of the department based on the requirements of the business. For all scheduling purposes full-time shall be considered separate from part-time.

- (a) The employer shall offer a fifty percent (50%) of the most senior full-

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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. 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) hours 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. The foregoing is not to be construed as a forty (40) hour guarantee.

(b) Employees must be available for Friday, Saturday and Sunday work. The parties agree to support a flexible rotation concept for weekend scheduling of employees within their department, classification and job assignment as business conditions permit.

(c) There shall be no mandatory split shifts.

(d) The posted straight time hours of full-time employees will be maximized up to forty (40) hours per week (32 hours during a holiday week) excluding holiday hours with one (1) day off per week.

(e) Part-time employees must be scheduled and must be available to work for a minimum of twelve (12) hours per week, excluding holiday hours.

(f) Part-time employees shall be scheduled in line of seniority for the largest block of hours on a scheduled day, within their department, classification and job assignment, such that senior part-time employees' weekly scheduled hours shall exceed or equal the weekly scheduled hours of junior part-time employees on a weekly basis within their classification, department and job assignment. An employee's scheduling limitations may affect the Company's ability to give that employee equal or more hours than less senior employees. Full-time and part-time employees will be scheduled by job assignment grouping ( i.e., cash office, guest service desk, lanes, u-scan, lottery/tobacco, service coordinator, lead cashier, receiving clerk, order writer, trailer unloader, central salvage and paperwork processor) and classification. 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 must notify the manager within twenty-four (24) hours of the posting of the schedule so that adjustments can be made if needed. In the event the employee fails to bring the matter to the supervisor's attention within twenty-four (24) hours of the posting of the schedule, the schedule

will be deemed acceptable and not subject to the grievance procedure.

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(g) The Employer will recognize seniority for preferential daily work shifts, (i.e. if there are starting times with the same number of consecutive hours, but one (1) starting time is earlier in the day, the more senior employee will be given the earliest start time) by department. The obligation to maximize hours at the end of the week shall be the first consideration in case of conflicts and the Employer retains the right to designate the starting times of each employee's work day.

(h) The employees referenced in Article IX, Section 2(f) 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.

(i) The Employer will provide as much notice as possible to employees in the event they are required to work past their scheduled shift.

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

**Section 4** If additional hours which are not on the posted schedules become necessary, these additional hours will be offered in line of seniority within department, classification and job assignment, 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, 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 3:00 p.m. on Saturday.

It is understood that such additional hours must consist of at least the minimum call-in guarantee to be offered to employees not scheduled to work that day.

It is understood that employees must be qualified to do the work to be offered any such additional hours. In no case will the Employer be obligated to offer additional hours to an employee which would cause that employee to have overtime.

**Section 5** 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 weekly overtime as defined in Article IX, Sections 10, 11, 12, and 13.

**Section 6** The Employer retains the right to assign and adjust the hours and schedules to be worked by employees and to achieve a reduction in hours worked by

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adjusting the schedule of active full-time and part-time employees, layoff of active employees or any combination of the two, according to the terms of this Agreement.

The Company will endeavor to give advance notice as is reasonably possible.

**Section 7 Rest Periods**

(a) Employees working six (6) hours or more in any one day shall receive two (2) uninterrupted fifteen (15) minute paid rest periods during that day; one rest period shall be scheduled in the first part of the work day and one rest period shall be scheduled in the second part of the work day. For each additional two hours worked past an eight (8) hour schedule, employees will receive an additional fifteen minute rest period.

(b) Employees working at least three (3) hours but less than six (6) hours shall receive one (1) uninterrupted fifteen (15) minute paid rest period during such working period.

(c) Breaks will be scheduled as near as possible to the middle of each half shift.

**Section 8 Lunch Break** For each employee who is scheduled for more than a six (6) hour shift, thirty (30) minutes on the employee's own time shall be allowed for lunch on each working day. This lunch period shall not be scheduled until an employee has worked two and one-half (2½) hours. The lunch period may be extended or waived by mutual agreement. Lunches will be scheduled as near as possible to the middle of the shift.

**Section 9** Employees who are scheduled and report to work shall be guaranteed a minimum of three (3) hours work or pay for part-time and four (4) hours work or pay for full-time in lieu thereof. This clause shall not apply when the Employer schedules employees for meetings, but employees will be paid for the time spent in meetings. The Employer may assign any work available.

**Section 10 Overtime** Overtime work will be offered in line of seniority in the department by classification and job assignment, and required in inverse order of seniority in the department by classification and job assignment to those available at work when such work is required. Nothing in this Agreement shall limit the Employer's right to require overtime work. Overtime and/or time and one half shall not be paid more than once for the same hour of work. Under no circumstances may an employee through any privileges set forth in this entire agreement force the existence of any time and one-half (1½) hours.

**Section 11** In any week in which an employee receives compensation as holiday pay, ~~those hours as compensated will be counted as time worked for purposes of computing overtime over forty (40) hours in that work week.~~ There is no pyramiding of overtime.

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**Section 12** All employees are to receive one and one-half (1½) the regular hourly rate for all hours actually worked over forty (40) hours in any one week.

Full-time employees required to stay past their scheduled shift shall not be involuntarily reduced in hours to avoid overtime (over 40). This provision shall not apply in the case of meetings.

**Section 13 Premium Hours** The Employer will survey full-time and part-time employees on a quarterly basis for purposes of indicating their desire for holiday work. Such work, when needed, will be scheduled in line of seniority by classification within each department first to employees that indicated, in writing, a desire to work on holidays.

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

**Holidays** For work performed on a holiday as defined in this Agreement, all employees will receive one and one-half (1½) times their basic hourly rate for hours actually worked on the holiday.

**Section 14** Any minimum hour requirements expressed in the sections of this Article shall not apply in circumstances beyond the control of the Employer, such as illness, injury, fire, flood, civil disturbance, power and equipment failure, or acts of God. If an employee is notified not to report before he leaves home, the Employer shall not be required to pay call-in pay. Same applies if the Employer attempts to notify employees by last phone number or address on the Employer's records and it is incorrect due to a change not recorded by the employee.

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

**Section 16** The Employer will not be obligated to pay an employee premium pay and/or time and one-half (1½) if the same work can be done at straight time.

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. The Company may designate Receiving Department employees to be the Receiving Clerk(s) for the stores receiving areas.

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**ARTICLE X - WAGES**

**TOLEDO**

Effective Date: Current    Ratification    04/06/03    04/04/04    04/03/05    04/02/06

**Job #T01 (100001) Bagger**

|           |      |      |      |      |      |      |
|-----------|------|------|------|------|------|------|
| 00-Start  | 5.50 | 5.70 | 5.80 | 5.90 | 6.00 | 6.10 |
| 01-Step 1 | 5.60 | 5.80 | 5.90 | 6.00 | 6.10 | 6.20 |
| 02-Step 2 | 5.70 | 5.90 | 6.00 | 6.10 | 6.20 | 6.30 |
| 03-Step 3 | 5.80 | 6.00 | 6.10 | 6.20 | 6.30 | 6.40 |
| 04-Step 4 | 5.90 | 6.10 | 6.20 | 6.30 | 6.40 | 6.50 |
| 05-Step 5 | 6.00 | 6.20 | 6.30 | 6.40 | 6.50 | 6.60 |
| 06-Step 6 | 6.10 | 6.30 | 6.40 | 6.50 | 6.60 | 6.70 |
| 07-Step 7 | 6.40 | 6.40 | 6.50 | 6.60 | 6.70 | 6.80 |
| 08-Step 8 |      | 6.55 | 6.65 | 6.75 | 6.85 | 6.95 |
| 09-Step 9 |      | 6.70 | 6.80 | 6.90 | 7.00 | 7.10 |

**Job #T05 (100005) Cashier**

|           |      |      |       |       |       |       |
|-----------|------|------|-------|-------|-------|-------|
| 00-Start  | 6.30 | 7.00 | 7.10  | 7.20  | 7.30  | 7.40  |
| 01-Step 1 | 6.55 | 7.15 | 7.30  | 7.45  | 7.60  | 7.75  |
| 02-Step 2 | 6.80 | 7.35 | 7.60  | 7.75  | 7.90  | 8.05  |
| 03-Step 3 | 7.05 | 7.65 | 7.90  | 8.05  | 8.20  | 8.35  |
| 04-Step 4 | 7.35 | 7.95 | 8.20  | 8.35  | 8.50  | 8.65  |
| 05-Step 5 | 7.65 | 8.30 | 8.55  | 8.75  | 8.95  | 9.15  |
| 06-Step 6 | 8.00 | 8.55 | 8.80  | 9.00  | 9.20  | 9.40  |
| 07-Step 7 | 8.25 | 9.05 | 9.30  | 9.50  | 9.70  | 9.90  |
| 08-Step 8 | 8.75 | 9.50 | 9.75  | 9.95  | 10.15 | 10.35 |
| 09-Step 9 | 9.50 | 9.85 | 10.15 | 10.40 | 10.65 | 10.90 |

**Job #T07 (100007) Part-Time Food Clerk**

|           |       |       |       |       |       |       |
|-----------|-------|-------|-------|-------|-------|-------|
| 00-Start  | 6.50  | 6.80  | 6.90  | 7.00  | 7.10  | 7.20  |
| 01-Step 1 | 6.80  | 7.10  | 7.25  | 7.40  | 7.55  | 7.70  |
| 02-Step 2 | 7.10  | 7.40  | 7.65  | 7.80  | 7.95  | 8.10  |
| 03-Step 3 | 7.45  | 7.75  | 8.00  | 8.15  | 8.30  | 8.45  |
| 04-Step 4 | 7.80  | 8.10  | 8.35  | 8.50  | 8.65  | 8.80  |
| 05-Step 5 | 8.15  | 8.45  | 8.70  | 8.90  | 9.10  | 9.30  |
| 06-Step 6 | 8.50  | 8.80  | 9.05  | 9.25  | 9.45  | 9.65  |
| 07-Step 7 | 9.25  | 9.55  | 9.80  | 10.00 | 10.20 | 10.40 |
| 08-Step 8 | 10.00 | 10.30 | 10.55 | 10.80 | 11.05 | 11.30 |
| 09-Step 9 | 10.50 | 10.85 | 11.15 | 11.40 | 11.65 | 11.90 |

Each step represents a minimum amount of progression.

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**Job #T17 (100007) Full-Time Food Clerk**

|            |       |       |       |       |       |       |
|------------|-------|-------|-------|-------|-------|-------|
| 00-Start   | 7.30  | 7.30  | 7.50  | 7.60  | 7.70  | 7.80  |
| 01-Step 1  | 7.80  | 7.60  | 7.85  | 8.00  | 8.15  | 8.30  |
| 02-Step 2  | 8.30  | 8.10  | 8.35  | 8.50  | 8.65  | 8.80  |
| 03-Step 3  | 8.85  | 8.60  | 8.85  | 9.05  | 9.30  | 9.55  |
| 04-Step 4  | 9.45  | 9.15  | 9.40  | 9.60  | 9.85  | 10.10 |
| 05-Step 5  | 10.10 | 9.75  | 10.00 | 10.20 | 10.45 | 10.70 |
| 06-Step 6  | 10.80 | 10.40 | 10.65 | 10.85 | 11.10 | 11.35 |
| 07-Step 7  | 11.10 | 11.10 | 11.35 | 11.60 | 11.85 | 12.10 |
| 08-Step 8  | 11.40 | 11.40 | 11.65 | 11.90 | 12.15 | 12.40 |
| 09-Step 9  | 11.75 | 11.70 | 11.95 | 12.20 | 12.45 | 12.70 |
| 10-Step 10 |       | 12.10 | 12.40 | 12.65 | 12.90 | 13.15 |

**Job #T14 (10000A) Apprentice Meat Cutter**

|           |       |       |       |       |       |       |
|-----------|-------|-------|-------|-------|-------|-------|
| 00-Start  | 7.95  | 8.00  | 8.15  | 8.30  | 8.45  | 8.60  |
| 01-Step 1 | 8.30  | 8.30  | 8.45  | 8.60  | 8.75  | 8.90  |
| 02-Step 2 | 8.65  | 8.65  | 8.90  | 9.05  | 9.20  | 9.35  |
| 03-Step 3 | 9.05  | 9.05  | 9.30  | 9.45  | 9.60  | 9.75  |
| 04-Step 4 | 9.45  | 9.45  | 9.70  | 9.85  | 10.00 | 10.15 |
| 05-Step 5 | 9.85  | 9.85  | 10.10 | 10.30 | 10.50 | 10.70 |
| 06-Step 6 | 10.30 | 10.30 | 10.55 | 10.75 | 10.95 | 11.15 |
| 07-Step 7 | 10.75 | 10.75 | 11.00 | 11.20 | 11.40 | 11.60 |
| 08-Step 8 | 11.50 | 11.50 | 11.75 | 11.95 | 12.15 | 12.35 |
| 09-Step 9 | 12.00 | 12.35 | 12.60 | 12.85 | 13.10 | 13.35 |

**Job #T16 (10000B) Journeyman Meat Cutter**

|            |       |       |       |       |       |       |
|------------|-------|-------|-------|-------|-------|-------|
| 00-Start   | 10.80 | 10.80 | 10.95 | 11.10 | 11.25 | 11.40 |
| 01-Step 1  | 11.15 | 11.15 | 11.30 | 11.45 | 11.60 | 11.75 |
| 02-Step 2  | 11.50 | 11.50 | 11.75 | 11.90 | 12.05 | 12.20 |
| 03-Step 3  | 11.90 | 11.90 | 12.15 | 12.30 | 12.45 | 12.60 |
| 04-Step 4  | 12.30 | 12.30 | 12.55 | 12.70 | 12.85 | 13.00 |
| 05-Step 5  | 12.70 | 12.70 | 12.95 | 13.15 | 13.35 | 13.55 |
| 06-Step 6  | 13.10 | 13.10 | 13.35 | 13.55 | 13.75 | 13.95 |
| 07-Step 7  | 13.60 | 13.60 | 13.85 | 14.05 | 14.25 | 14.45 |
| 08-Step 8  | 14.10 | 14.10 | 14.35 | 14.55 | 14.75 | 14.95 |
| 09-Step 9  | 14.50 | 14.50 | 14.75 | 15.00 | 15.25 | 15.50 |
| 10-Step 10 |       | 14.90 | 15.20 | 15.45 | 15.70 | 15.95 |

Each step represents a progression.

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**Job #100010 Cake Decorator**

|           |      |      |      |      |      |      |
|-----------|------|------|------|------|------|------|
| 00-Start  | 5.85 | 6.50 | 6.60 | 6.80 | 6.90 | 7.00 |
| 01-Step 1 | 5.95 | 6.65 | 6.80 | 6.95 | 7.10 | 7.25 |
| 02-Step 2 | 6.05 | 6.80 | 7.05 | 7.20 | 7.35 | 7.50 |
| 03-Step 3 | 6.20 | 6.95 | 7.20 | 7.35 | 7.50 | 7.65 |
| 04-Step 4 | 6.35 | 7.15 | 7.40 | 7.55 | 7.70 | 7.85 |
| 05-Step 5 | 6.50 | 7.30 | 7.55 | 7.75 | 7.95 | 8.15 |
| 06-Step 6 | 6.65 | 7.45 | 7.70 | 7.90 | 8.10 | 8.30 |
| 07-Step 7 | 7.05 | 7.75 | 8.00 | 8.20 | 8.40 | 8.60 |
| 08-Step 8 | 7.45 | 8.15 | 8.40 | 8.60 | 8.80 | 9.00 |
| 09-Step 9 | 7.85 | 8.35 | 8.65 | 8.90 | 9.15 | 9.40 |

**Job #T20 (10000D) Baker**

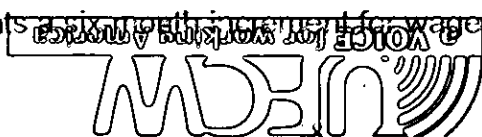
|           |      |      |      |      |      |       |
|-----------|------|------|------|------|------|-------|
| 00-Start  | 6.15 | 7.15 | 7.30 | 7.45 | 7.60 | 7.75  |
| 01-Step 1 | 6.40 | 7.45 | 7.60 | 7.75 | 7.90 | 8.05  |
| 02-Step 2 | 6.65 | 7.75 | 8.00 | 8.15 | 8.30 | 8.45  |
| 03-Step 3 | 6.90 | 8.10 | 8.35 | 8.50 | 8.65 | 8.80  |
| 04-Step 4 | 7.15 | 8.40 | 8.65 | 8.80 | 8.95 | 9.10  |
| 05-Step 5 | 7.45 | 8.70 | 8.95 | 9.15 | 9.35 | 9.55  |
| 06-Step 6 | 7.75 | 8.85 | 9.10 | 9.30 | 9.50 | 9.70  |
| 07-Step 7 | 8.10 | 9.20 | 9.55 | 9.75 | 9.95 | 10.10 |
| 08-Step 8 | 8.40 |      |      |      |      |       |
| 09-Step 9 | 8.85 |      |      |      |      |       |

**Job #T22 (100009) Specialty Clerk**

|           |      |      |      |      |      |      |
|-----------|------|------|------|------|------|------|
| 00-Start  | 5.75 | 6.50 | 6.60 | 6.80 | 6.90 | 7.00 |
| 01-Step 1 | 5.90 | 6.65 | 6.80 | 6.95 | 7.10 | 7.25 |
| 02-Step 2 | 6.05 | 6.80 | 7.05 | 7.20 | 7.35 | 7.50 |
| 03-Step 3 | 6.20 | 6.95 | 7.20 | 7.35 | 7.50 | 7.65 |
| 04-Step 4 | 6.35 | 7.15 | 7.40 | 7.55 | 7.70 | 7.85 |
| 05-Step 5 | 6.50 | 7.30 | 7.55 | 7.75 | 7.95 | 8.15 |
| 06-Step 6 | 6.65 | 7.45 | 7.70 | 7.90 | 8.10 | 8.30 |
| 07-Step 7 | 7.00 | 7.75 | 8.00 | 8.20 | 8.40 | 8.60 |
| 08-Step 8 | 7.45 | 8.15 | 8.40 | 8.60 | 8.80 | 9.00 |
| 09-Step 9 | 8.00 | 8.35 | 8.65 | 8.90 | 9.15 | 9.40 |

Each step represents a six-month progression.

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Job #T96 (100003) Clerk

|           | Current | Ratification | 04/06/03 | 04/04/04 | 04/03/05 | 04/02/06 |
|-----------|---------|--------------|----------|----------|----------|----------|
| 00-Start  | 5.75    | 6.50         | 6.60     | 6.80     | 6.90     | 7.00     |
| 01-Step 1 | 5.90    | 6.65         | 6.80     | 6.95     | 7.10     | 7.25     |
| 02-Step 2 | 6.05    | 6.80         | 7.05     | 7.20     | 7.35     | 7.50     |
| 03-Step 3 | 6.20    | 6.95         | 7.20     | 7.35     | 7.50     | 7.65     |
| 04-Step 4 | 6.35    | 7.15         | 7.40     | 7.55     | 7.70     | 7.85     |
| 05-Step 5 | 6.50    | 7.30         | 7.55     | 7.75     | 7.95     | 8.15     |
| 06-Step 6 | 6.65    | 7.45         | 7.70     | 7.90     | 8.10     | 8.30     |
| 07-Step 7 | 7.00    | 7.75         | 8.00     | 8.20     | 8.40     | 8.60     |
| 08-Step 8 | 7.45    | 8.15         | 8.40     | 8.60     | 8.80     | 9.00     |
| 09-Step 9 | 8.00    | 8.35         | 8.65     | 8.90     | 9.15     | 9.40     |

Each step represents a six-month increment for wage progression.

Upon ratification, all employees will receive a minimum 30-cent increase. The employee's new hourly rate will be determined by adding 30-cents to their current hourly rate. If that rate (current rate + 30-cents) is not in the new wage schedule for their classification, the employee will move to the next higher rate for that classification within the new wage schedule. In no case will an employee receive less than 30-cents.

If contract changes result in an increase in rate, the six (6) month automatic increase will not be reset.

It is understood that for payroll purposes, all contract rate adjustments for time in classification called for in the Agreement will occur on the following week's pay period if an adjustment falls on a Thursday, Friday or Saturday.

The Employer may hire and/or advance employees at a rate faster than shown in the wage schedules. However, an employee's rate will not exceed the top rate negotiated for the employee's classification.

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

In the Bakery Department, employee's formerly in Job #T18 shall be reclassified as Job #T22.

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## ARTICLE XI – EMPLOYEE BENEFITS

### 11.1 Health Benefit Coverage

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

The health plans that are available to employees are listed below:

1. Prior to April 1, 2003, the health plans available and the weekly contribution rates required for such coverage are the plans and the contribution rates in effect prior to this Agreement as defined in the 1998 to 2002 Agreement.
2. Effective April 1, 2003, the health plans available to eligible employees hired prior to April 1, 2003, will include at least the following plans:
  - a. The Comprehensive Medical Plan—100 (CMP 100) or the Comprehensive Medical Plan—300 (CMP300). Both plans include a Preferred Provider Network and Prescription Drug coverage with benefit coverage levels at least equal to those described in this Section 11.1.
  - b. A Dental/Optical Plan with benefit coverage levels at least equal to those described in this Section 11.1.
3. Effective April 1, 2003, the health plans available to eligible full-time employees hired on or after April 1, 2003, will include at least the following plans:
  - a. The Comprehensive Medical Plan—300 (CMP300) including a Preferred Provider Network and Prescription Drug coverage with benefit coverage levels at least equal to those described in this Section 11.1.
  - b. A Dental/Optical Plan with benefit coverage levels at least equal to those described in this Section 11.1.
4. Effective April 1, 2003, the health plan available to eligible part-time employees hired on or after April 1, 2003, will be the Comprehensive Medical Plan—300 (CMP300) including a Preferred Provider Network and Prescription Drug coverage with benefit coverage levels at least equal to those described in this Section 11.1.
5. In addition to the plans listed in Subsections 1 - 4 above, the Employer may make available to employees various other medical plans, including but not limited to such as HMOs, as selected by the Employer, for the purpose of providing a choice of medical plans. The Union will be notified of the alternative medical

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plans selected by the Employer. Upon request, the Union will be permitted to review the coverage provided by each of the alternative medical plans prior to making participation in such plans available to the employees. The Employer will not offer to employees an alternative medical plan that has not been approved by the Union.

Employees electing coverage under the CMP 100 or the CMP300 will have prescription drug coverage as described in subsection 11.1M4. Employees electing coverage under an alternative medical plan will have prescription drug coverage as provided by the alternative medical plan pursuant to the Employer's coverage contract with that plan; or, at the Employer's discretion, prescription drug coverage will be provided by the Employer as described in subsection 11.1M4, rather than by the alternative medical plan.

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

- B. The health benefit plans are provided at the Employer's expense to eligible employees who choose to participate. However, eligible employees who choose to participate must finance a portion of the Employer's expense through pre-tax contributions. The weekly pre-tax contribution required for participation is determined by the plan and the employee/dependent coverage category elected, as defined in subsections 11.1M1 and 5.
- C. An eligible employee, who wishes to participate in the available health plans, may only begin participation on the effective date of coverage after the completion of the service requirement as defined in subsections 11.1F and G. Also, the employee may only begin participation if the employee or the employee and selected eligible dependents are properly enrolled by notifying the Employer on the appropriate form thirty (30) days in advance of the effective date of coverage. This form must be accurately completed including all authorizing signatures in order for the enrollment to be valid and the coverage to be effective.

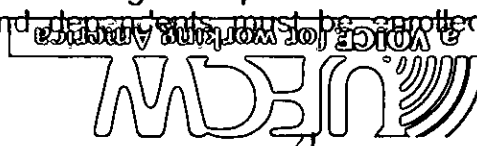
Additionally, participation will only begin on the planned effective date if the employee is on active status, or has been placed on an approved leave of absence as listed below:

- Disability Leave
- Personal Maternity Leave

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

- D. A regular full-time employee who is eligible and elects to participate in health coverage (a Medical Plan and/or the Dental/Optical Plan) may include coverage for one or more of his eligible dependents. If coverage is elected for dependents, the employee and dependents must be enrolled in the same plan.

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employee who is eligible to participate in health coverage may elect coverage for himself only.

- E. The dependents of a full-time employee who are eligible for coverage are the employee's spouse and children. For the purpose of health coverage, eligible dependent children are the employee's unmarried children until the end of the calendar year in which they turn 19 years of age. Additional definition and coverage rules applicable to dependent coverage are contained in and controlled by the Summary Plan Description and Plan Document of the plan elected.
- F. Regular part-time and full-time employees hired prior to April 1, 2003, will become eligible to participate in health coverage as defined in subsections 11.1F 1, 2, 3 and 4.
  - 1. Full-time employees will become eligible to participate in the CMP100 or the CMP300 on the first day of the calendar month following three (3) months of service. Full-time employees may elect coverage for themselves or themselves and their eligible dependents.
  - 2. Part-time employees will become eligible to participate in either the CMP100 or the CMP300 on the first day of the calendar month following six (6) months of service. Part-time employees may elect coverage for themselves only.
  - 3. Full-time and part-time employees are eligible for coverage under the Dental/Optical Plan on the first day of the Plan Year (April 1) following twenty-four (24) months of service. Full-time employees may elect coverage for themselves and their eligible dependents. Part-time employees may elect coverage for themselves only.
  - 4. Alternative medical plans that are offered by the Employer will be made available to full-time and part-time employees on the first day of the Plan Year (April 1) following twenty-four (24) months of service. Employees electing coverage from an alternative medical plan will not be covered under the CMP100 or the CMP300 except as provided by subsection 11.1M4, for Prescription Drug coverage.
- G. Regular part-time and full-time employees hired on or after April 1, 2003, will become eligible to participate in health coverage as defined in subsections 11.1G, 1,2, 3, and 4.
  - 1. Full-time employees will become eligible to participate in the CMP300 as described below on the first day of the Plan Year (April 1) following six (6) months of service. Full-time employees may elect coverage for themselves or themselves and their eligible dependents.
  - 2. Part-time employees will become eligible to participate in the CMP300 as described below on the first day of the Plan Year (April 1) following twenty-four (24) months of service. Part-time employees may elect coverage for themselves only.

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3. 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.
4. Alternative medical plans that are offered by the Employer will be made available to full-time and part-time employees on the first day of the Plan Year (April 1) following twenty-four (24) months of service. Employees electing coverage *from* an alternative medical plan will not be covered under the CMP300 except as provided by subsection 11.1M4, for Prescription Drug coverage.

H. Each employee eligible for health coverage will have an opportunity each Plan Year (the annual Open Enrollment period in February) to make an election as to which available health plan and employee/dependent coverage category will apply during the next Plan Year (April 1 through March 31). A new employee can make this election at least thirty (30) days prior to becoming eligible to participate in health coverage, and the election shall apply until the end of the Plan Year (March 31).

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

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

I. Health coverage will terminate as follows:

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

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

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

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

a. The Employer contribution to health coverage which is not financed by employee pre-tax contributions shall continue to be made until the end of the month following the month in which the approved leave or layoff begins, provided the employee contributions are made on a timely basis.

b. If the employee is on an approved leave which qualifies as covered under the Family and Medical Leave Act of 1993, the Employer contribution described in (a) will continue as required by this Act. The leaves that may qualify as covered under this Act, provided the employee is eligible and entitled to the benefits provided by the Act, are the following:

- Disability Leave
- Personal Maternity Leave
- Family Care Leave

c. When continuation of Employer contributions for health coverage are no longer required under the terms of the Family and Medical Leave Act, the employee may elect coverage at his expense pursuant to the applicable requirements as defined by the 1985 Consolidated Omnibus Budget Reconciliation Act (COBRA).

d. If the employees weekly pre-tax contributions are not made because of an absence of wages during a layoff or leave, the employee may purchase coverage in the plan on an after tax basis.

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

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

J. An employee on an approved leave of absence or layoff, who has continued his health coverage by paying the full monthly cost in advance or whose coverage has stopped, will be eligible for reinstatement of Employer contributions toward such coverage as of the first day of the calendar month following the layoff or leave.

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returns to work, so long as the employee is otherwise eligible for such benefits. The employee's pre-tax contributions shall resume as of the first day of the calendar month following the day the employee returns to work.

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

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

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

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

- L. An employee whose coverage terminates for any reason is to return all Health Benefits Identification cards to the Employer immediately. In addition, if an employee owes the Employer any amount for unpaid employee contributions toward health coverage, for benefits paid in error, or for any other reason, the Employer may deduct such amount owed by the employee from the employee's accrued unpaid wages and benefits.

- M. Effective April 1, 2003, the benefit coverage available under the CMP100 or the CMP300 (including Prescription Drug coverage), the Dental/Optical Plan, and the required weekly pre-tax contribution rates for health coverage are set forth in subsections 11.1M 1 through 7. Each health benefit plan will operate on the basis of a Plan Year which begins on April 1 and ends on the following March 31.

1. Medical Plan Funding / Contribution Requirements

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All Medical Plans offered by the Employer will be funded as described in this subsection 11.1M1.



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- a. The CMP100, the CMP300, and Prescription Drug coverage will be funded by the Employer according to the cost that is established on the basis of the actual cost experience of previous claims, adjusted by an actuarial projection of future claims and costs, plus administration expenses. For Plan year April 1, 2003—March 31, 2004, the cost of the CMP300 will be determined by means of an actuarial adjustment to the established cost of the CMP100.

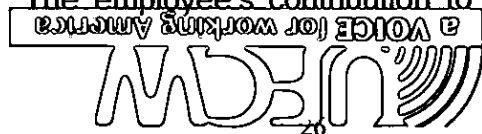
Eligible employees who choose to participate will finance a portion of the established cost through weekly pre-tax contributions. The actual amount of an employee's contribution will be equal to the percentage of the established cost of the Plan (CMP100/ CMP300) and the employed dependent coverage category elected, as listed in the following schedule.

| <u>Plan Year</u>   | <u>Contribution Requirement</u> |
|--|---------------------------------|
| Plan Year 2003<br>(4/1/2003 – 3/31/2004)                     | 16% of the Established Cost     |
| Plan Year 2004<br>(4/1/2004 – 3/31/2005)                     | 18% of the Established Cost     |
| Plan Year 2005 and after<br>(4/1/2005 – 3/31/2006 and after) | 20% of the Established Cost     |

- b. When an eligible employee hired prior to April 1, 2003, elects coverage under an Alternative Medical Plan, the Employer will fund the Alternative Medical Plan coverage and the Prescription Drug coverage in an amount that is equal to the Employer's portion of the cost for the same employee / dependent coverage election under the CMP 100 with Prescription Drug coverage. The Employer's equal dollar funding will apply to all Alternative Medical Plan / Prescription Drug coverage options except as limited by the minimum contribution requirement described in subsection 11. IM1 (e), below.
- c. When an eligible employee hired on or after April 1, 2003, elects coverage under an Alternative Medical Plan, the Employer will fund the Alternative Medical Plan coverage and the Prescription Drug coverage in an amount that is equal to the Employer's portion of the cost for the same employee / dependent coverage election under the CMP300 with Prescription Drug coverage. The Employer's equal dollar funding will apply to all Alternative Medical Plan / Prescription Drug coverage options except as limited by the minimum contribution requirement described in subsection 11. IM1(e), below.

- d. The employee's contribution to the cost of the Alternative Medical

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Plan and Prescription Drug coverage elected will be the difference between the Employer funded amount, as described in subsection 11 .IMI (a and b) above, and the total cost of the coverage elected. Therefore, if the Alternative Medical Plan with Prescription Drug coverage is more costly than the Employer's Medical Plan with Prescription Drug coverage (per (a) or (b) above), then the employee weekly contribution will be greater for this option. However, if the Alternative Medical Plan with Prescription Drug coverage is less costly than the Employer's Medical Plan with Prescription Drug coverage (per (a) or (b) above), then the employee weekly contribution will be less for this option.

- e. 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, for employees hired prior to April 1, 2003, the employee contribution for alternative medical plans shall not be less than fifty percent (50%) of the amount the employee is required to contribute for participation in the CMP100 (with prescription drug coverage). For employees hired on or after April 1, 2003, the employee contribution for alternative medical plans shall not be less than fifty percent (50%) of the amount the employee is required to contribute for participation in the CMP300 (with prescription drug coverage).
- f. The Employer's methodology used to establish the cost of coverage under the CMP100 and the CMP300 the Employer's contribution to the cost of coverage under an Alternative Medical Plan will be in compliance with applicable Federal laws and regulations as described in COBRA, ERISA, IRC, and the HCFA regulations. Although these Federal requirements were written for specific purposes, there exists a common requirement, either stated or implied, that the "applicable premium" will be equal to a reasonable estimate of the cost of providing that coverage.

These are the legal obligations of the Employer and these requirements provide sufficient assurance that the established cost of the CMP100 or the CMP300 and the Employer's contribution to an Alternative Medical Plan has been determined reasonably. Each year the Employer establishes costs for each coverage category within the CMP100 and the CMP300 and the Basic Medical Plan for setting COBRA rates and for bargaining with Alternative Medical Plans (such as HMOs). The Employer will provide the Union with this cost information as early in the year as is practical after these costs have been established. In addition, the Employer will provide the Union with Health Plan enrollment information on a quarterly basis.

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2. Comprehensive Medical Plan—100 (CMP100)

The CMP100 makes available to participants a Preferred Provider Network. When participants use such Preferred Providers (In-Network) for covered services, the benefits payable under the Plan are enhanced according to the "InNetwork Payment Formula." When participants use providers who are not designated as Preferred Providers under the Plan (Out-of-Network), covered services will be paid according to the "Out-of-Network Payment Formula" which provides a lesser benefit. The In-Network and Out-of-Network Payment Formulas and other benefit features are described below.

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

**Comprehensive Medical Plan—CMP100  
Hired Before 04/01/2003**

|                               | <b>In-Network<br/>Payment Formula<br/>(Effective 4-1-2003)</b> | <b>Out-of-Network<br/>Payment Formula<br/>(Effective 4-1-2003)</b> |
|-------------------------------|--|--|
| <b>Plan Design</b>            |  |  |
| Plan Year Deductible          | \$100 per person<br>\$300 per family                           | \$250 per person<br>\$750 per family                               |
| Payment Percentage            | 90% of reasonable and available charges (R&A)                  | 70% of reasonable and available charges (R&A)                      |
| Plan Year Maximum Co-Payment  | \$1,100 per person<br>\$2,200 per family                       | \$2,000 per person<br>\$4,000 per family                           |
| Physician Office Visit Co-Pay | \$10.00  | N/A  |
| Plan Year Maximum             | \$500,000 per person   | \$250,000 per person   |
| Lifetime Maximum              | \$1,000,000 per person   | \$500,000 per person   |

Alcohol/Substance Abuse Lifetime Maximum \$10,000 per person

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**Provider Services**

**Hospital Services**

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

**Emergency Care**

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

**Physician Services**

|                                |  |  |
|--------------------------------|--|--|
| In-Patient<br>Physician Visits | In-Network<br>Payment Formula<br>(90%) | Out-of-Network<br>Payment Formula<br>(70%) |
| Surgery                        | In-Network<br>Payment Formula<br>(90%) | Out-of-Network<br>Payment Formula<br>(70%) |

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

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b. Most eligible medical expenses are covered according to the In-Network or Out-of-Network payment formula as outlined in subsection 11.1M2 (a) above. The following medical expenses are also covered according to these payment formulas but have special Plan Year coverage maximums as listed below.

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

c. Wellness and Preventive Services:

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

- Sigmoidoscopy
- Mammograms
- Prostate Exam
- Pap Smear

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

- Preventive Immunizations

- Routine Well Baby Visit/Well Child Care



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- Routine Physical Exam
- Routine Lab Work/X-Ray

d. Enhanced Coverage:

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

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

e. Pre-certification and Medical Review:

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

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

3. Comprehensive Medical Plan—300 (CMP300)

The CMP300 makes available to participants a Preferred Provider Network. When participants use such Preferred Providers (In-Network) for covered services, the benefits payable under the Plan are enhanced according to the "In-Network Payment Formula." When participants use providers who are not designated as Preferred Providers under the Plan (Out-of-Network), covered services will be paid according to the "Out-of-Network Payment Formula" which provides a lesser benefit. The In-Network and Out-of-Network Payment Formulas and other benefit features are described below.



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### Comprehensive Medical Plan—300 Design Features

|  | <u>In-Network</u>                    | <u>Out-of-Network</u>                 |
|--|--------------------------------------|---------------------------------------|
| <b>Plan Year Deductible Amount</b>             | \$300 / Person<br>\$750 / Family     | \$600 / Person<br>\$1,800 / Family    |
| <b>Plan Payment Percentage</b>                 | 80% of R & A                         | 60% of R & A                          |
| <b>Plan Year Maximum Co-Payment Amount</b>     | \$3,000 / Person<br>\$6,000 / Family | \$6,000 / Person<br>\$12,000 / Family |
| <b>Physician's Office Visit Co-Pay</b>         | \$25 / Visit                         | N/A                                   |
| <b>Plan Year Wellness/Preventative Benefit</b> | \$100 / Person                       | \$100 / Person                        |
| <b>Plan Year Maximum Benefit</b>               | \$250,000 / Person                   | \$75,000 / Person                     |
| <b>Lifetime Maximum Benefit</b>                | \$500,000 / Person                   | \$150,000 / Person                    |

Other features of the CMP300 will be consistent with the general plan provisions, administrative practices, claim adjudication procedures, and participant requirements as these exist for the CMP100 as described in this Policy and the Summary Plan Description. This includes, but is not limited to, the policies, practices, and requirements currently in place for enrollment, dependent eligibility, payment of employee contributions, determination of eligible expenses, coverage limitations and exclusions, precertification / utilization review / care management, and coordination of benefits. In case of any questions or disputes regarding eligibility or benefit payment, the terms and conditions of the Plan Documents will govern.

#### 4. Prescription Drug Coverage

Employees who participate in medical coverage through the CMP100 or the CMP300 are also covered for prescription drug expenses as defined below. In the case of employees who have elected coverage under an alternative medical plan, but that Plan does not provide prescription drug coverage in accordance with the Plan's existing contract with the Employer, this coverage will be provided under this benefit as described in this subsection 11.1M4. Coverage applies to any eligible dependents covered for medical with the employee.

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The co-payment amount for each prescription or refill will be applied as described below.

- a. The patient co-pay amount for most covered Generic and Brand Name Drugs will be twenty percent (20%) of the contract price including dispensing and administration fees and will be subject to the following minimum and maximum co-pay amounts for each prescription or refill.

|                  | Minimum | Maximum |
|------------------|---------|---------|
| Generic Drugs    | \$10    | \$40    |
| Brand Name Drugs | \$20    | \$80    |

- b. The patient co-pay amount for Generic or Brand Name Drugs used for treatment of infertility, for the purpose of weight loss, or for other "lifestyle" drugs will be fifty percent (50%) of the contract price including dispensing and administration fees and will be subject to the following minimum copay amounts, but a maximum co-pay will not be applicable:

|                  | Minimum | Maximum |
|------------------|---------|---------|
| Generic Drugs    | \$10    | NA      |
| Brand Name Drugs | \$20    | NA      |

- c. If a Brand Name Drug is used when a Generic equivalent is available, the patient co-pay amount will be the calculated co-pay that would have been required for the available Generic substitution plus the retail cost difference between the Generic and the Brand Name Drug that was dispensed.

- d. The maximum supply that may be dispensed under the Plan for each prescription or refill is described below:

- a 30 day supply for most prescription drugs
- the supply may not exceed manufacturers maximum dispensing recommendation
- other specific limitations per drug as defined in the current Prescription Drug Plan
- a 90 day supply for drugs that have been placed on the Plan's Maintenance Drug list

- e. The maximum amount of the co-pay expense incurred under this Prescription Drug Benefit will be limited to \$1,000 / Person / Plan Year. The Plan Year maximum co-pay provision will not be administered by the pharmacy at the time a prescription is dispensed and will be subject to the Plan limitations described above and / or provided in the Summary Plan Description. Participants covered under this Plan need to submit pharmacy receipts to the Plan in order to receive reimbursement for co-pay expenses in excess of the

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**Plan Year Maximum co-pay amount.**

- f. The Maximum Benefit that is payable during each Plan Year or per Lifetime is Unlimited.

**5. Dental/Optical Plan:**

- a. Eligible employees may elect coverage under the Dental/Optical Plan after the completion of the service requirements listed in subsection 11.1F3, and 11.1G3. Eligible dependents of covered full-time employees may be included in this coverage. Eligible employees who choose to participate will finance a portion of the established cost through weekly pre-tax contributions. The actual amount of an employee's contribution will be equal to the percentage of the established cost of the Dental / Optical Plan and the employee / dependent coverage category elected, as listed in the following schedule.

| <u>Plan Year</u>  | <u>Contribution Requirement</u> |
|---|---------------------------------|
| Plan year 2003<br>(04/01/03 – 03/31/04)                     | 45% of established cost         |
| Plan year 2004<br>(04/01/04 – 03/31/05)                     | 48% of established cost         |
| Plan year 2005 and after<br>(04/01/05 – 03/31/06 and after) | 50% of established cost         |

**b. Dental Schedule**

|  |  |
|--|--|
| Preventative Services<br>(maximum two exams and cleanings per Plan Year) and diagnostic x-rays | 100% R & A   |
| Restorative, endodontic, periodontic, prostodontia, and oral surgery services                  | 50% R & A after \$25 deductible per person per Plan Year |
| Maximum per Plan Year  | \$1000   |

Dental pre-determination is required for services over \$300. When dental treatment will exceed \$300 in cost, a pre-determination of coverage must be obtained. Failure to have such treatment pre-determined will void coverage for such treatment.

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c. **Optical Schedule**

|                           |            |
|---------------------------|------------|
| Exam                      | 100% R & A |
| Frames, Lenses & contacts | 50%        |
| Maximum per Plan Year     | \$100      |

6. **Reasonable and Available Expense Allowance:**

All health plans under subsection 11.1M will only consider the reasonable and available charge for any service or supply as the maximum expense allowance to be considered under any coverage formulas or benefit determinations. The reasonable and available expense allowance is the allowable charge for covered services and supplies as determined by the Plan Administrator to be:

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

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

7. **Non-Duplication Coordination of Benefits:**

Services that are not covered under an HMO because they were obtained through non-participating providers will not be coordinated with the benefits under the CMP100, the CMP300, or the Dental/Optical Plan.

The CMP100 / CMP300 and Dental/Optical Plan will coordinate benefits with other health plans, including any provided by the Employer, on a non-duplication of benefits basis. This means that when this plan is secondary, it will only pay for a covered expense up to the allowable amount that it would have paid if it had been primary, minus whatever the primary plan paid for the same covered expense.

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

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## 11.2 LIFE/DISEMBLEMENT INSURANCE

- A. The Employer shall make available Life and Accidental Death and Dismemberment (AD&D) insurance coverage to eligible employees, pursuant to such insurance plans and self-insured plans presently in effect or pursuant to any plan the Employer may adopt in the future, with dollar benefit levels at least equal to those stated in Section 11.2D below. Each employee eligible for Life and AD&D insurance coverage is entitled to receive a Summary Plan Description of the coverage provided.
- B. The Life and AD&D insurance coverage described below is provided to eligible employees solely at the Employer's expense.
- C. Regular part-time and full-time employees hired prior to April 1, 2003, will become eligible to receive Life and AD&D insurance coverage after the completion of the medical plan (CMP100/CMP300) service requirement defined in subsections 11.1F(1 and 2). Regular full-time employees hired on or after April 1, 2003, will become eligible to receive Life Insurance coverage after the completion of the medical plan (CMP300) service requirement defined in subsection 11.1G (1).
- D. The Life and AD&D insurance coverage amounts for employees hired prior to April 1, 2003, are equal to approximately one year's annual wage but not less than \$5,000. The Life insurance coverage amount for full-time employees hired on or after April 1, 2003 is equal to approximately one year's annual wage, but not less than \$5,000 or more than \$50,000. The initial amount of coverage for an employee with less than a year of service is determined by annualizing the employee's wages. Subsequent amounts will be effective each January 1st based on the employee's wages in the previous calendar year.
- E. Benefits summarized above will be provided in accordance with specific terms and conditions of the Plan, and in case of questions regarding benefit payment or eligibility, the terms and conditions of the insurance contract will govern.

## 11.3 SHORT TERM DISABILITY PLAN

- A. Eligible full-time and part-time employees hired prior to April 1, 2003 qualify for coverage under the Short Term Disability Plan following the completion of twelve (12) months (fifty-two (52) weeks) of service. Eligible full-time employees hired on or after April 1, 2003 qualify for coverage under the Short Term Disability Plan following the completion of the medical plan (CMP300) service requirement as defined in subsection 11.1G(1). Benefits are payable for covered disabilities pursuant to the coverage requirements outlined in this Section 11.3 and according to the benefit schedules provided in subsection 11.3F.

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- B. Short Term Disability benefits are payable for scheduled time lost from work for eligible employees who become and remain totally disabled while not on layoff or leave of absence, and are under the care and treatment of a duly qualified physician because of a non-work related illness or injury. The term "physician" shall mean an individual who is properly licensed and recognized by the law of the state in which treatment is received and is performing within the scope of his license.
- C. Following the completion of the service requirement, eligible employees have twenty (20) days of coverage. Additional days of coverage accumulate at the rate of three (3) days per each quarter of service, up to a maximum accumulation of one hundred thirty (130) clays of coverage. Any days used will be subtracted from the accumulated total available to the employee.
- D. The weekly benefit will be calculated on the basis of the employee's average hours worked during the last two (2) complete accounting quarters immediately preceding the disability, up to a maximum of forty (40) hours per week times fifty percent (50%) of the employee's straight time hourly rate at the time the disability occurs, up to the maximum benefit amounts as defined in subsections 11.3F.
- E. The daily benefit rate shall be equal to the weekly benefit rate divided by five (5), up to a maximum of five (5) days per week of benefits.
- F. The maximum benefit amounts available for eligible part-time employees (hired prior to April 1,2003) and for full-time employees are listed below:

|                     |                                   |
|---------------------|-----------------------------------|
| part-time employees | \$ 100 per week,<br>\$ 20 per day |
| full-time employees | \$ 190 per week,<br>\$ 38 per day |

- G. If the employee is returned to restricted work and/or hours, partial disability benefits may apply. The Short Term Disability benefit will be equal to the employee's regular calculated benefit rate minus fifty percent (50%) of the income the employee earned at work.
- H. No benefits will be paid for a disability: (1) which is covered by workers' compensation or occupational disease law; or (2) which arises from or is sustained in the course of any occupation or employment for compensation, profit, or gain; or (3) resulting from an intentional, self-inflicted injury or sickness; or (4) which is due to war, any act of war or international armed conflict.

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- I. The benefit will begin seven (7) calendar days after the first scheduled working day lost because of disability due to a covered accident or illness. No benefits will be paid unless and until the Employer receives the employee's application completed by the attending physician on the form supplied by the Employer and information sufficient for the Employer to determine that a disability exists. This application must substantiate the disability and state the date the employee first came under the physician's care for the disability period. In order to be eligible for any benefits, this application must be delivered to the Employer no later than thirty (30) days after the disability began, unless it was not reasonably possible to do so and the application was delivered as soon as reasonably possible. No benefits will be paid for the period prior to the time the disability began and the employee came under the care and treatment of the physician for the disability.
- J. The Employer reserves the right to require additional reports from the attending physician to substantiate that appropriate care and treatment are being rendered by the physician and in an appropriate specialty. The disability must be supported by current objective medical evidence. The course of treatment must be appropriate for the disability. In absence of continuing proof of disability, the Employer may suspend benefits. If continuing proof of disability is received within 30 days of the suspension date, benefits will be reinstated without lapse. If continuing proof of disability is not received within 30 days of the suspension date, benefits will be reinstated as of the date such proof is received by the Employer. The Employer also reserves the right to have the employee examined by a physician of the Employer's choice to confirm the disability is supported by objective medical evidence and that the course of treatment is appropriate. The Employer can in its sole discretion determine that a disability exists based on all medical information obtained.
- K. The Employer reserves the right to offer favored work within medical restrictions if an employee is unable to return to regular job duties. If the employee refuses the work offered, Short Term Disability benefits will cease.
- L. Periods of disability not separated by two (2) continuous weeks of full employment at regular duties are considered as one (1) period of disability.
- M. During a week in which an employee qualifies for Short Term Disability benefits and also works part of the same week, the employee shall receive the appropriate hourly rate for such hours worked. In any week, an employee may collect a maximum of five (5) days of compensation whether worked or treated as disability pay under this section. This five (5) day maximum can be composed of any combination of benefit pay and scheduled work.
- N. The terms and conditions of this Short Term Disability Plan as set forth in this Section 11.3 shall be effective for all covered disabilities arising on or after the date of this policy.
- O. Any change in job classification due to transfer from another job classification will ~~automatically be effective the first of the month following the transfer in~~ determining the level of coverage, provided the employee has satisfied the eligibility requirements.

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- P. These benefits will be provided in accordance with the specific terms and conditions of the actual Plan Document, and in case of any questions regarding payment or eligibility, the terms and conditions of the Plan Document will govern.

## 11.4 PENSION

- A. The Employer will cover eligible employees under the Meijer Hourly Pension Plan according to the provisions set forth in this Section 11.4, subject to the terms and conditions of this Defined Benefit Pension Plan. No matter respecting this Pension Plan shall be subject to the grievance procedure of this Policy.

Eligible full-time and part-time Food employees in the bargaining unit, in job numbers T07 (100007), T14 (10000A), T16 (10000B), and T17 (100007), hired prior to April 1, 2003, will continue participation in the Plan as described below, with benefits earned based on the Food Schedule defined in subsection 11.4F below.

Effective January 1, 2003, all other regular full time and part time employees in the bargaining unit (not described in subsection 11.4A above), hired prior to April 1, 2003, will also be eligible to participate in this Pension Plan as follows. Service prior to January 1, 2003 will be applied to the participation requirement described in subsection 11.4B below and the vested service requirement described in subsection 11.4C below. However, benefit service as described in subsection 11.4D below, will only be earned on and after January 1, 2003, with benefits earned based on the General Merchandise Schedule defined in subsection 11.4G.

- B. An eligible employee becomes a participant in the Plan on the first February 1 or August 1 after attaining age 21 and completing an eligibility computation period during which the employee has at least 1,000 hours of service. The initial eligibility computation period is the first twelve (12) months of employment. The subsequent eligibility computation period is each calendar year beginning after the employee's date of employment.
- C. Employees will be vested in the Pension Plan on the completion of five years of vested service. However, pension benefits can be paid if the participant retires after attaining "normal retirement age" as described in subsection 11.4E below, even if the vested service requirement is never met. Benefits payable under this Plan are a function of benefit service and the applicable benefit dollar levels in effect as described in subsections 11.4F and 11.4G below.

One year of vested service will be credited for each calendar year in which the employee has at least 1,000 hours of service. If a participant has less than 1,000 hours of service in a calendar year, the participant shall not be credited with any vested service for the calendar year. The calendar year for the purpose of this Plan is defined as the payroll year, and in the calculation of hours for benefit service and vested service credit shall include each hour for which an employee is paid during the calendar year.

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D. If the participant has less than 1,000 hours of service in a calendar year, the participant shall not be credited with any benefit service for that year. If a participant has at least 2,000 hours of service in a calendar year, the participant shall receive credit with a year of benefit service. If a participant has less than 2,000 hours of service in a calendar year, the participant shall receive credit for .5 of a year of benefit service upon completion of 1,000 hours and 1/10<sup>th</sup> of a year of

benefit service for each additional 200 hours as illustrated below.

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

E. "Normal Retirement Age" is the age at which the participant is at least age 65 and has completed either five years of participation in the Plan or five years of continuous service.

F. For the purpose of this Pension Plan, an employee eligible for the Food Schedule described in this subsection 11.4F, is any regular full-time or part-time employee hired prior to April 1, 2003, and in job numbers T07 (100007), T14 (I0000A), T16 (I0000B), and T17 (100007), while covered under this Plan.

For each year of benefit service earned on or after January 1, 1995, but prior to January 1, 1999, the monthly benefit under this Pension Plan shall be equal to the following.

**FOOD SCHEDULE**

|                    |         |
|--------------------|---------|
| First five years   | \$16.00 |
| Next five years    | 17.00   |
| Next ten years     | 19.00   |
| Next fifteen years | 21.00   |

For each year of benefit service earned on or after January 1, 1999, the monthly benefit under this Pension Plan shall be equal to the following.

**FOOD SCHEDULE**

|                    |         |
|--------------------|---------|
| First five years   | \$17.00 |
| Next five years    | 18.00   |
| Next ten years     | 20.00   |
| Next fifteen years | 22.00   |

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- G. For the purpose of this Pension Plan, an employee eligible for the benefit schedule described in this subsection 11.4G, is all other regular full-time or part-time employees hired prior to April 1, 2003, while covered under this Plan.

For each year of benefit service earned on or after January 1, 2003, the monthly benefit will be equal to the following.

GENERAL  
 MERCHANDISE SCHEDULE

|                    |         |
|--------------------|---------|
| First five years   | \$13.00 |
| Next five years    | 14.00   |
| Next ten years     | 16.00   |
| Next fifteen years | 17.00   |

- H. If the present value of the Pension benefit for a terminated vested employee is \$5,000 or less, the benefit will be paid in a single lump sum payment with no additional benefits payable. The lump sum distribution is payable as soon as administratively feasible on or after the first of the month following application.
- I. Benefits summarized in subsections 11.4A through H 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.
- J. All employees described in subsection 11.4A will also be eligible to participate in the 401(k) Plan described in Section 11.5. However, these employees will not be eligible for the Employer matching contributions described in subsection 11.5C2 in any Plan Year in which these employees were credited with any benefit service under the Pension Plan described in this Section 11.4.

11.5 401(k) SAVINGS PLAN

- A. The Employer will maintain the Meijer Savings Plus Plan III, which is 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 the pay deferral to the plan instead of paying it to the participant in his paychecks. Additionally, the Employer will make "matching" contributions to the Plan based on the amount of a participant's pay deferral contributions for eligible participating employees as described in subsection 11.5C2 below.
- B. Each participant in the Plan will have accounts in his or her name. All participants' accounts are invested together in certain investment funds. The amount of a participant's benefits from the plan is based upon the amount in the participant's accounts. The amount of the participant's accounts will depend upon the amount of the contributions (pay deferral and matching) made on the participant's behalf and the performance of the investment funds.

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**C. 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. Participating employees hired on or after April 1, 2003 will be eligible for Employer matching funds as described in this subsection 11.5C2. Participating employees hired prior to April 1, 2003, will not be eligible for Employer matching funds on or after January 1, 2003, or in any year in which they were eligible to participate in the Pension Plan described in Section 11.4.

For each Plan Year, the participant may contribute up to 4% of their pay and the Employer will match 50% of the first 2% and 25% of the next 2% of the amount contributed by the participant. However, the matching contribution will be made only if the participant:

- a. Has 1,000 hours or more of service during the plan year; and
- b. Is employed on the last day of the plan year.

In the year of retirement, retirees will be eligible for the match even though they may not meet the criteria of subsections 11.4C2 (a and b) above.

3. A participant may also contribute an additional 11% of their pay which would not be eligible for a match from the Employer.
4. A participant will always be vested in his pay deferral contributions and investment earnings on his pay deferral account.
5. A vesting schedule will apply to Employer matching contributions and investment earnings on the participant's matching contribution account. A participant will be 25% vested after completing two years of vesting service, 50% vested after 3 years of vesting service, 75% vested after 4 years of vesting service and 100% vested after 5 years of vesting service. The participant will receive credit for one year of vesting service for each plan year during which the participant has at least 1,000 hours of service.
6. A participant will have a choice of at least four mutual funds for investment of the participant's accounts.
7. 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 may be made if the participant files

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## 11.6 OTHER BENEFITS

### A. Bereavement Leave

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

### B. Jury Duty

1. All employees are eligible to receive jury duty benefits after the completion of three (3) months of service.

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2. 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.
3. The benefit payment equals the employee's current regular rate of pay times scheduled hours missed because of jury duty service. The employee's jury duty benefit will not be reduced by any payments received from the court for jury duty service.
4. Employees must inform their supervisor of their selection for jury duty as well as any scheduled days for jury duty or days they are to be available for jury duty. Employees may be scheduled for work in such a manner as to reduce the probability of conflict between work schedules and jury duty service.
5. In order to receive jury duty pay, the employee must submit the court payment voucher for any payment received from the court for jury service. This payment voucher will be used to verify jury duty service. The jury duty benefit will not be paid without court issued documentation of all jury duty service.

**C. Paid Days Off**

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

a. Full-time and part-time employees hired prior to April 1, 2003:

|                                |   |
|--------------------------------|---|
| <u>After completing:</u>       | <u>Each anniversary eligible employees receive:</u> |
| 1 year of continuous service   | 7 paid days off                                     |
| 3 years of continuous service  | 14 paid days off                                    |
| 10 years of continuous service | 20 paid days off                                    |

b. Full-time employees hired on or after April 1, 2003:

|                                |   |
|--------------------------------|---|
| <u>After completing:</u>       | <u>Each anniversary eligible employees receive:</u> |
| 1 year of continuous service   | 7 paid days off                                     |
| 3 years of continuous service  | 12 paid days off                                    |
| 10 years of continuous service | 15 paid days off                                    |

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c. Part-time employees hired on or after April 1,2003:

After completing:

Each anniversary eligible employees receive:

- |                               |                 |
|-------------------------------|-----------------|
| 1 year of continuous service  | 5 paid days off |
| 3 years of continuous service | 7 paid days off |

2. Pay for each day will be the fringe day amount. The fringe day amount is calculated as defined in subsection 11.6A4..
3. All Paid Days Off must be taken within the one (1) year period following the anniversary date in which they became available for use. Employees may not receive pay in lieu of Paid Days Off. Unused days from the employee's current anniversary year will be paid at termination of employment unless the termination is because of misconduct involving violations of Company rules, policies, procedures or guidelines or other conduct which is detrimental to or which demonstrates a disregard for customers, employees or Company interests. Pay in such cases shall not be granted.
4. A day may be either requested in writing by noon Wednesday of the preceding week or requested in writing after an unplanned absence.
5. Pay for days less than five will be paid in the weeks that the absence occurs or the request is processed.
6. All time off is granted at management's discretion as business conditions permit. Requests for days off will not normally be granted during a holiday week, or on the day before or after a holiday.
7. Week(s) of paid days off will be granted as business operations permit. In making the schedule of paid days off, consideration will be given to the wishes and length of service of the employee(s).

In order to facilitate the granting of weekly paid days off, a weekly paid days off schedule shall be posted January 1, of each year and remain posted until March 1, for all employees to designate their week(s) of paid days off desired.

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**D. Holidays**

1. Regular full-time and part-time employees will be eligible for paid holidays according to the following schedules:

a. Full-time and part-time employees hired prior to April 1, 2003:

|  |   |
|--|---|
| <u>After completing:</u>                 | Eligible employees receive <u>holiday pay for:</u>  |
| Six (6) months of continuous service     | New Year's Day<br>Thanksgiving Day<br>Christmas Day |
| Twelve (12) months of continuous service | Memorial Day<br>Independence Day<br>Labor Day       |

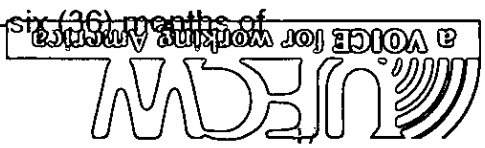
b. Full-time employees hired on or after April 1, 2003:

|   |  |
|---|--|
| <u>After completing:</u>                      | Eligible employees receive <u>holiday pay for:</u> |
| Three (3) months of continuous service        | Christmas Day                                      |
| Six (6) months of continuous service          | Thanksgiving Day                                   |
| Twelve (12) months of continuous service      | New Year's Day<br>Independence Day                 |
| Twenty-four (24) months of continuous service | Memorial Day<br>Labor day                          |

c. Part-time employees hired on or after April 1, 2003:

|   |  |
|---|--|
| <u>After completing:</u>                      | Eligible employees receive <u>holiday pay for:</u> |
| Six (6) months of continuous service          | Thanksgiving Day<br>Christmas Day                  |
| Twenty-four (24) months of continuous service | New Year's Day<br>Independence Day                 |
| Thirty-six (36) months of continuous service  | Memorial Day                                       |

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continuous service

Labor Day

- B. Employees eligible to receive holiday pay as described in subsection 11.6D above, will only receive such holiday pay if each of the following requirements are satisfied:
1. Employees must work their entire shift on the last scheduled day before the holiday and their entire shift on the first scheduled day after the holiday, unless an absence on these scheduled days is excused in advance in writing.
  2. Employees must work at least one day during the week in which the holiday falls, unless the absence during the entire week occurs as the result of scheduled paid days off that were requested and approved in advance as provided in subsection 11.4C.
  3. Employees who are scheduled to work on the holiday, must work and complete their entire shift.
- D. Employees who have met all of the requirements to receive holiday pay as described in this subsection 11.6D, will receive holiday pay in an amount equal to their fringe day amount as determined on the employee's previous anniversary date as defined in subsection 11.6A4.

11.7 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 XII - LEAVE OF ABSENCE**

Section 1. Personal Leave An employee may be granted a personal leave of absence by agreement between the employee and the Employer, if a written request for such leave is approved by the Employer. All requests for leave must be in writing and state the specific reason for the leave requested. The written request must be given to the employee's immediate supervisor. Management's response to the requested leave shall be given in writing within ten (10) days from the time the request is received. Seniority shall accrue, except as limited in Section 12.7 during the personal leave.

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

Section 3. Military Leave Leaves of absence shall be granted to employees for the purpose of serving in the military of the United States. Any employee returning from

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military service shall be entitled to re-employment in accordance with the provision of applicable federal law.

**Section 4. Personal Maternity Leave.** Pregnant employees will have the option of taking a personal maternity leave of absence rather than a disability leave. If the employee decides to take a personal maternity leave, the employee may take such leave at any time during the pregnancy. If such a leave is taken, the employee will remain on leave until her pregnancy has terminated and may remain on leave up to ninety (90) days after her termination of pregnancy.

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

Employees deciding to take the personal maternity leave will receive up to thirty (30) days of Weekly Indemnity Benefits according to the employee's available and unused benefit days upon commencing the leave. This is only payable if the employee is eligible to receive Short Term Disability Benefits under Section 11.3.

**Section 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.

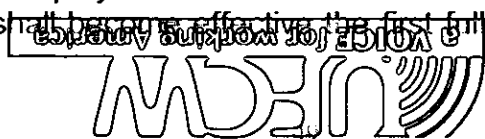
Failure of the employee to return to work within the one (1) year period of leave or such later date as is specified within the extension period shall result in termination.

Seniority shall accrue during non-work related disability leaves except as limited in Article 12.7.

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~~**Section 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~~

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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 specified within the extension period shall result in termination.

Seniority shall accrue during work related disability leaves, except as limited in Section 12.7.

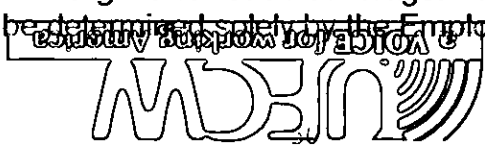
Section 7. Employees on leave of absence of thirty (30) days or less shall maintain their present time in classification for rate increases and other contract purposes. Persons on leave of absence longer than thirty (30) days will not accumulate time in classification for purposes of receiving increases while below top rate within classification.

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

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

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

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WILLIAM J. STAUPE  
Treasurer



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Favored work will be offered to both the employees on work related disability leaves and employees on non-work related disability leave, where such work exists, as determined by the Employer. The favored work will be such that an employee can retain and accrue seniority and receive contractual benefits as defined in Article XI. 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 11.3, Weekly Indemnity 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 associates permanently assigned to the department.

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

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

1. Personal Maternity Leave described in Section 12.4.
2. Disability Leave, both non-work related and work related, described in Sections 12.5 and 12.6.
3. Family care leave described below.

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

Employees who are not eligible or do not qualify for leave of absence pursuant to the Act

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or have exhausted the leave time available under the Act, may still be granted personal maternity or 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 entitlement provided by the Act. The administration of these leaves would be consistent with the provisions contained in Sections 12.5 through 12.10.

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

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

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

Employees who are not eligible for leave, do not qualify for family care leave or have exhausted the leave time available under the Act will not be granted a family care leave. In such cases, the employee may apply for a personal leave as described in Section 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 entitlement 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.

**Section 12 Educational Leave** An educational leave of absence may be granted to employees at the discretion of management for the purpose of attending college or specialized training approved for job related purposes.

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

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Treasurer



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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.

**ARTICLE XIII – UNION COOPERATION**

(a) The Union agrees to the reasonable rules and regulations of the Employer in regard to punctual and steady attendance, conduct on the job and all other reasonable rules and regulations established by the Employer.

(b) The Union agrees to cooperate with the Employer in maintaining and improving safe working conditions and practices, in improving the cleanliness and good housekeeping of the stores, and in caring for equipment and machinery.

(c) The Union agrees to cooperate in correcting inefficiencies of members which might otherwise necessitate discipline or discharge.

(d) The Union recognizes the need for improved methods and output in the interest of the employees and the business and agrees to cooperate with the Employer in the installation of such methods, in suggesting improved methods and in the education of its members in the necessity for such changes and improvements.

(e) The Union 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.

(f) The Union agrees that any materials posted or distributed within the units will comply with the employer's "No Solicitation" policy.

(g) 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.

(h) 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.

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**ARTICLE XIV - GENERAL**

**Section 1** To facilitate communication with the membership, the Company will designate three (3) bulletin boards for posting Union notices: one in the front locker area, one in the back break room, and one near the time clock in the Service area. Union notices must be non-political and pertinent to conduct of the Union's business. Any material posted will not contain any statements adverse to the Employer or the Employer's business.

**Section 2** An employee who accepts a transfer out of the bargaining unit shall retain, if returned to the bargaining unit, his past seniority for a period of ninety (90) days after such transfer.

**Section 3 Uniforms** Uniforms will be provided by the Employer as needed. These uniforms will be maintained by the employee in an appearance acceptable to the Employer.

**Section 4** The Employer's policy regarding the security of all controlled substances and confidential records is of utmost importance. Any employee found violating restrictions on access to the same will be subject to immediate discharge.

**Section 5** Employees will properly record their time in the prescribed manner when reporting for work and when leaving. Employees time must be properly recorded when performing any work or assignment for the Employer. Employees failing to comply with this section will be subject to disciplinary action up to and including discharge. Employees will be paid when required to attend a meeting scheduled by the Employer. Such time paid will not be counted for purposes of overtime calculation, except as Federal Statute requires.

**Section 6** The Employer may establish classifications as needed and is to classify employees. Although the Employer may create or change job classifications, the rates applicable to new or materially changed classifications shall be subject to negotiations between the parties.

**Section 7** Any reference to the male gender contained herein is for illustrative purposes only and shall be deemed to include the female gender.

**Section 8 Unit Closings** When the Employer decides to close a unit that directly affects employees at that unit covered by this Agreement, the Employer shall notify the Union of such closing. At the request of either party, the parties shall meet to discuss the closing. As a result of such discussion, the President of the Local Union and management representatives may upon mutual agreement, modify or amend the terms of Article VII and VIII pertaining to the operation and employees directly affected by the closing.

**Section 9** No employee shall be required to take a polygraph or any type of lie detector test.

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test in accordance with all applicable State and Federal laws.

**Section 10** Employees selected for a higher classification must demonstrate they can perform the duties of the new classification within ninety (90) working days. At any time within the ninety (90) days, the Employer or the employee deems an employee is incapable of performing in the upgraded classification, they will be returned to their former or comparable position but they will not be eligible for future promotions to that particular higher classification.

**Section 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.

**Section 12** It is recognized as desirable from both the Employer and the employee's standpoint to encourage employees to shop at Meijer stores. Consequently, the Employer encourages the employees to buy the bulk of their food and General Merchandise from the Meijer stores in order to make each employee's job more secure.

**Section 13** The Company maintains that there shall be no discrimination contrary to applicable Federal and State laws against any employee.

**Section 14** 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 twelve (12) 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.

JEFFERSON M. STEPHENS  
Chief Executive Officer  
President  
M. J. STAPUP  
Secretary-Treasurer



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UNITED Food &



(d) It is specifically understood that relief will not be implemented without the vote and approval of the affected members.

Section 15 Upon request, the Company will meet and discuss disputes regarding disciplinary action taken and/or holiday pay concerns arising from a verified level 2 or level 3 weather emergency.

Section 16 In the event the Employer chooses to further introduce or expand the use of pre-packaged/precut meats and these changes have a significant effect upon the Journeyman Meat Cutters, upon request from the Union, the Employer agrees to meet and discuss the impact on Journeyman Meat Cutters.

### **ARTICLE XV - SEPERABILITY**

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

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

JEFFERSON M. STEPHENS  
Chief Executive Officer  
President  
WILLIAM J. STAUP  
Secretary-Treasurer



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**ARTICLE XVI – DURATION AND TERMINATION**

THIS AGREEMENT shall expire Midnight, Saturday, April 1, 2007, but will automatically continue from year to year thereafter unless notice is given in writing by either party not less than sixty (60) days prior to the expiration date or the Saturday closest to the 1 of April, of their desire to terminate or negotiate changes in the Agreement.

**MEIJER STORES LIMITED PARTNERSHIP**

**UNITED FOOD AND COMMERCIAL  
WORKERS UNION, LOCAL 911  
CHARTERED BY THE UFCW  
INTERNATIONAL UNION,  
AFL-CIO, CLC**

By \_\_\_\_\_

By \_\_\_\_\_

Matthew Jamrog  
Manager Labor Relations  
Meijer stores

Jefferson Stephens  
President  
UFCW, Local 911

By \_\_\_\_\_

By \_\_\_\_\_

Lee Lynam  
Vice President of Employment  
Services and Labor Relations  
Meijer Stores

William Staup  
Secretary/Treasurer  
UFCW, Local 911

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Workers Union  
Local 911



JEFFERSON M. STEPHENS  
Chief Executive Officer  
President  
WILLIAM J. STAUP  
Secretary-Treasurer

**INDEX**

|              |                                     |    |
|--------------|-------------------------------------|----|
| ARTICLE I    | PREAMBLE                            | 1  |
| ARTICLE II   | COVERAGE                            | 1  |
| ARTICLE III  | UNION SECURITY AND CHECKOFF         | 2  |
| ARTICLE IV   | MANAGEMENT RIGHTS                   | 3  |
| ARTICLE V    | GRIEVANCE AND ARBITRATION PROCEDURE | 3  |
| ARTICLE VI   | NO STRIKE – NO LOCKOUT              | 7  |
| ARTICLE VII  | SENIORITY                           | 7  |
| ARTICLE VIII | LAYOFF AND RECALL                   | 10 |
| ARTICLE IX   | HOURS OF WORK                       | 11 |
| ARTICLE X    | WAGES                               | 16 |
| ARTICLE XI   | EMPLOYEE BENEFITS                   | 20 |
| ARTICLE XII  | LEAVE OF ABSENCE                    | 48 |
| ARTICLE XIII | UNION COOPERATION                   | 53 |
| ARTICLE XIV  | GENERAL                             | 54 |
| ARTICLE XV   | SEPARABILITY                        | 56 |
| ARTICLE XVI  | DURATION AND TERMINATION            | 57 |

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 Local 911**



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 Chief Executive Officer  
 President  
 WILLIAM J. STAUP  
 Secretary-Treasurer

# UFCW Local 911 wants you to know about your Right to Representation:

## WEINGARTEN RULES

As a UFCW Local 911 member, you have the right to steward representation during investigatory interviews with management or representatives of management such as security IF the interview could lead to DISCIPLINE. An investigatory interview occurs when management, through a supervisor or other representative, questions you to obtain information which **COULD BE USED AS A BASIS FOR DISCIPLINE AGAINST YOU**. The following steps insure that your right is preserved:

- 1) YOU must make a clear request for union representation before or during the investigatory interview. YOU must ask for representation – the right is not automatic.
- 2) If management, through its supervisor or other representative, refuses the request of union representation in an investigatory interview YOU may refuse to proceed without union representation. IF THE EMPLOYER DENIES YOU THE RIGHT YOU SHOULD STAY IN THE ROOM BUT REMAIN SILENT.
- 3) If the employer denies union representation, you have a right to refuse to answer whether orally or in written form. You should not make any statement.
- 4) DO NOT WAIVE THIS RIGHT. If you do so, any statement you make can be used against you.

### MY UNION STEWARDS ARE:

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### MY UNION REPRESENTATIVE IS: Affiliated with the AFL-CIO-CLC

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Phone: (419) 598-5981 Fax: (419) 865-8674



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Secretary-Treasurer  
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