

AGREEMENT

between

**SMITH'S FOOD & DRUG CENTERS INC.
(Riverton, Wyoming)**

and

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

Chartered by the

**UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION**

TERM: July 24, 2016 through November 23, 2019

TABLE OF CONTENTS

ARTICLE 1	RECOGNITION	1
ARTICLE 2	JURISDICTION.....	2
ARTICLE 3	CHECK OFF	2
ARTICLE 4	HOLIDAYS	3
ARTICLE 5	SENIORITY	4
ARTICLE 6	HIRE AND DISCHARGE.....	8
ARTICLE 7	VISITATION.....	8
ARTICLE 8	UNION SHOP CARD	9
ARTICLE 9	UNIFORMS.....	9
ARTICLE 10	APPRENTICES	9
ARTICLE 11	VACATIONS	10
ARTICLE 12	HEALTH AND WELFARE, DENTAL AND VISION PLANS	11
ARTICLE 13	SICK LEAVE.....	19
ARTICLE 14	PENSION	21
ARTICLE 15	FUNERAL LEAVE.....	24
ARTICLE 16	JURY DUTY.....	25
ARTICLE 17	COMPANY MEETINGS:	25
ARTICLE 18	SHOP STEWARDS	25
ARTICLE 19	"FREE WORK" PROHIBITION AND CHILD LABOR LAWS.....	26
ARTICLE 20	REGULAR EMPLOYEES.....	26
ARTICLE 21	HOURS OF WORK AND OVERTIME PAY	26
ARTICLE 22	CLASSIFICATION AND JOB DESCRIPTION	30
ARTICLE 23	GRIEVANCE AND ARBITRATION	31
ARTICLE 24	NO STRIKE/NO LOCKOUT PROVISIONS	33
ARTICLE 25	WAGES	33

ARTICLE 26	SEPARABILITY	34
ARTICLE 27	MANAGEMENT RIGHTS.....	34
ARTICLE 28	NO REDUCTION	34
ARTICLE 29	TERM OF AGREEMENT	35
APPENDIX A	36
APPENDIX B	46
LETTERS OF UNDERSTANDING.....		43

SMITH'S FOOD & DRUG CENTERS INC.

(Riverton, Wyoming)

and

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

Chartered by the

**UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION**

THIS AGREEMENT is made by and between Smith's Food & Drug Centers Inc., hereinafter called the 'Employer', and the United Food and Commercial Workers, Local 7 Denver Colorado chartered by the United Food and Commercial Workers International Union, hereinafter referred to as the "UNION".

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

ARTICLE 1

RECOGNITION

A. The employer recognizes Local 7 as the sole collective bargaining agent for all full-time and regular part-time employees employed in the meat department and wall-deli at the Employer's store located at 1200 West Main, Riverton, Wyoming, including the meat Department Manager; BUT EXCLUDING all other employees and guards as defined in the National Labor Relations Act.

B. Nothing contained in this Agreement shall be construed as to require membership or non-membership in the union as a condition of employment or continuation of employment.

Neither the employer nor the Union shall coerce, intimidate, or discriminate against any employee because of membership or non-membership in the Union.

C. No employer shall require any person covered by this Agreement to abstain or refrain from membership or non-membership in the Union.