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AGREEMENT

Between

DENVER PROCESSING, INC.

and

UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7
Chartered by the
UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL
UNION, AFL-CIO

TERM:

Denver, Colorado (Meat):
August 16, 2019 through September 10, 2022

THIS AGREEMENT has been made and entered into by and between DENVER PROCESSING, INC., hereinafter referred to as the "Employer," and UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7, chartered by the United Food and Commercial Workers International Union, AFL-CIO, hereinafter referred to as the "Union".

WITNESSETH:

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

ARTICLE 1 RECOGNITION AND EXCLUSIONS

The Employer recognizes the Union as the sole collective bargaining agency for production employees, including the boners and meat cutters, apprentices, lead-persons where designated by Management, receiving crews (including handling boxed merchandise not processed in the plant) order fillers of plant processed meats or meats to be further processed, staffers, scalers, laundry and sanitation crew, **Quality Assurance** and packaging department employees employed at the Employer's Meat Plant, Denver, Colorado.

Excluded from Union jurisdiction are maintenance personnel, order selectors handling boxed merchandise (involving shipping and storage not processed in this plant) clerical employees, inspectors, guards, buyers, professional employees, and supervisors, as defined in the National Labor Relations Act, as amended.

Within the State of Colorado and Wyoming, any new plants opened by the Employer shall be accreted and shall be covered by the terms of this agreement.

ARTICLE 2 **PRODUCTION WORK**

Section 2. All work performed in the meat, delicatessen and seafood department(s) will be done by members of the bargaining unit, except Plant Managers and Assistant Plant Managers may perform all duties in the meat plant without restriction. For the purpose of this agreement, the meat plant is defined as the area occupied by the meat storage rooms, the meat preparation rooms, and the pricing of all meat products shall be done on the plant premises except as provided herein. Notwithstanding, the Employer may have specialized sanitation work, such as cleaning of ceiling tiles, grease traps, drains, walls, etc., performed by personnel outside the bargaining unit.

Section 2 A. Bargaining unit employees shall perform the work of cutting or preparation of meats that are cut and processed.

No one other than employees covered by this agreement shall be permitted to perform the cutting or preparation of meat in the meat plant, except as set forth below:

- 1) This does not include the transaction of the checkstand.
- 2) No representative of management above the level of head meat cutter (except for owners, partners and/or officers of the Employers) shall perform the work customarily assigned to employees in the bargaining unit except: (a) when a bargaining unit employee who has been scheduled to work fails to report to work as scheduled; (b) in connection with the instruction or training of an employee or employees, picking up product from the floor to salvage the product, rectifying of machinery malfunctions or correcting safety hazards (c) in connection with the first thirty days of the opening of a new or remodeled market; or (d) in connection with simple straightening of display cases; or (e) in connection with the removal of outdated, distressed or damaged merchandise from display cases; or (f) in connection with floor maintenance work performed by a member of the retail clerks bargaining unit in connection with work related to the meat, delicatessen and seafood departments; or (g) in response to a specific customer request.

Section 2 B. A Journeyman Meat Cutter shall be on duty in each Plant a minimum of eight (8) hours per calendar day.

Section 3. The Employer will continue to recognize the Union as the bargaining agent for the meat cutters, apprentices and wrappers employed by the Employer in the cutting and fabricating of retail cuts of fresh meat, and the seniority rights provided in this agreement shall continue to apply throughout the bargaining unit, including said new location or locations of the Employer.

Section 3 A. Notwithstanding anything contained herein to the contrary, the Employer shall not be restricted in, or prohibited from, obtaining and offering for sale fresh, smoked, cured, cooked and frozen meats, poultry, fish or seafood which have been cut, prepared, processed, packaged, weighed and/or priced off the Employer's premises and it is expressly understood and agreed that such shall not constitute a violation of this agreement. Notwithstanding the preceding sentence, the Employer agrees that no lead meat cutter, journeyman meat cutter or apprentice meat cutter assigned to one of the aforementioned classification by the Employer on or before May 11, 1996 shall be laid off or reduced in scheduled hours. The Employer shall have the right to transfer and/or schedule meat cutters in more than one (1) Plant within the bargaining unit and/or adjacent bargaining unit (s) as may be necessary to fulfill this obligation, except that the Employer shall not schedule such employees for split shifts.

The Employer shall continue to have the right to layoff employees in accordance with the provisions of this agreement, provided that the layoff of any meat wrapper, butcher block, seafood clerk or delicatessen clerk assigned to such classification on or before May 11, 1996, is for reasons other than the Employers utilization of the products set forth in Section 3A above. It is understood and agreed that in meeting the job guarantees contained herein the Employer shall have the right to assign any higher classified employee to perform work in a lower classification.

In the event of a store closure, or plant closure, resulting in the layoff of any head meat cutter, first cutter, journeyman meat cutter, apprentice meat cutter or meat wrapper, such affected employee (s) shall be permitted to exercise his seniority to displace the least senior meat cutter or meat wrapper in the involved bargaining unit as provided for herein, or, at the affected employee's discretion, the least senior meat cutter or meat wrapper in the State of Colorado. Such least senior meat cutter or meat wrapper affected by the exercise of the most senior meat cutter's or meat wrapper's seniority shall be laid-off. It is understood that in applying this provision meat cutters may displace only meat cutters and meat wrappers may displace only meat wrappers.

Section 4. In the event of the closure of the Meat Plant, meat cutters and meat wrappers assigned to the Retail Cut Line on the date of closure who elect to receive severance, as provided for in this agreement, in lieu of exercising their seniority rights contained in this agreement shall be paid a severance supplemental payment equal to fifty percent (50%) of the severance amount such employee is eligible to receive under the store and plant closing provision of this agreement. It is understood and agreed that in the event a retail cut line meat cutter or meat wrapper covered under this provision elects to bump into another plant, the affected plant employee subject to layoff shall be eligible for the plant closing severance pay as provided herein. For all other plant classifications impacted by a plant closure, the Employer agrees to discuss with the Union the effects of such decision.

ARTICLE 3
UNION SECURITY AND CONDITIONS

Section 1. Provided the parties to this Agreement have complied with all State and Federal statutes concerning Union security matters, the provisions of this article shall be applicable.

Section 2. Union Shop. All present employees of the Employer who fall within the bargaining unit, as set forth in Section 1 hereof, shall as a condition of continued employment, be or become members of Local No. 7, UFCW, AFL-CIO, between the thirty-first (31st) and thirty-fifth (35th) day following the date of the signing of this Agreement, and shall remain members of the Union in good standing during the life of this Agreement.

Section 3. All employees hired after the date of the signing of this Agreement, who fall within the bargaining unit as set forth in Section 1, shall as a condition of continued employment, become members of the Union between the thirty-first (31st) and thirty-fifth (35th) day following the date of their last employment and shall remain members of the Union in good standing during the life of this Agreement.

Section 4. "Good standing" is interpreted to mean the payment or tendering of initiation fees and periodic Union dues to an authorized agent of the Union.

Whenever the Union requires the Employer to discharge any employee for failure to join or to maintain his membership in the Union in good standing in accord with the terms of this Article, the Union agrees to furnish the Employer an itemized copy of the delinquent's account with the Union together with a written request for discharge. The Employer will discharge any employee who falls within the bargaining unit as described in Article 1 hereof within ten (10) days after the receipt of said written request for discharge, unless within said ten (10) day period the delinquent employee pays or tenders his delinquent initiation fee and/or delinquent Union dues to an authorized agent of the Union.

ARTICLE 4
CHECK-OFF

Section 1. The Employer agrees to deduct the weekly dues, legal rejoining fees and uniform assessments, (including initiation fees for new employees) from the net amount due each employee in the bargaining unit as described in Article 1 hereof who has furnished the Employer (either directly or through the Union) with an individual written authorization for making such deductions on a form mutually agreed upon between the Employer and the Union. It is understood that the check-off authorization is to be entirely voluntary upon the part of each such individual employee and that any such employee may revoke his individual check-off authorization upon giving thirty (30) days written notice to the Employer and the Union. The Employer agrees to remit all such deductions to the Chief Executive Officer of the Local Union no later than the twentieth (20th) day of each month.

Section 2. The Employer agrees to deduct amounts designated by employees for the Active Ballot Club when the Employer has been furnished an individual written authorization for making such deductions on a form mutually agreed upon between the Employer and the Union. It is agreed that the ABC authorization is to be entirely voluntary upon the part of each individual employee and that any such employee may revoke his ABC checkoff authorization upon giving thirty (30) days written notice to the Employer and the Union.

ARTICLE 5
NEW EMPLOYEES, TRANSFERRED EMPLOYEES, PROMOTED
OR DEMOTED

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

Completion of Forms For Benefit Programs. At the time of hiring the Employer will advise in writing each such employee of the fact that he must become a member of the Union within thirty-one (31) days and must remain a member of the Union as a condition of employment during the life of this Agreement. The Employer will furnish a copy of such notice to the Union within seven (7) days. The Employer will likewise furnish each such employee with the address of the Union office and name of the Union representative. Completion of any necessary applications, forms and papers for qualification under the Health and Welfare Article or any other benefit programs provided by this Agreement, shall be completed on the first day of employment, but not later than the eligibility date of participation in the various plans.

Every new employee shall attend, within thirty (30) days of hire, a Union-led new member orientation, which shall be no more than one (1) hour of Company paid time, take place at a mutually agreeable time and location, and be outside of the presence of management. Additionally, to ensure current employees have appropriate orientation, the Company shall pay current employees who attend a Union-led member orientation, which shall take place at a mutually agreeable time and location, and be outside the presence of management, for not more than one (1) hour to attend such orientation.

ARTICLE 6
RIGHTS OF MANAGEMENT

The Employer retains the right to manage its business, to establish reasonable standard of dress, to direct the working forces and to make necessary rules and regulations for the conduct of the business, providing

that said rules and regulations are not in conflict with the terms of this Agreement in any way.

ARTICLE 7 **DEFINITIONS OF CLASSIFICATIONS**

[See description of job duties in Plant Supplement wage table attached as Appendix A.]

Section 1. New Classification. When a new job is created by the Employer, the Union shall be notified immediately, and a new wage rate for such job shall be determined by the Employer and the Union.

Section 2. Work Between Classifications. It is understood that employees may perform incidental work in another classification without violating this Agreement.

ARTICLE 8 **RATES OF PAY**

Section 1. The classifications, wages, and special conditions applicable to employees are set forth in Appendix "A," attached hereto, and, by this reference made a part hereof.

Section 2. The salary of superannuated members of the Union to be employed by the Employer shall be decided upon between the Employer, the superannuated employee and a representative of the Union.

Prior Experience: In applying Section 1 of Article 8 of this Agreement to any newly hired employee, the Employer will give recognition to the verified number of hours of actual work experience on a comparable job which said newly hired employee may have performed within the previous five (5) years for any other employer in a similar retail grocery operation.

Any grievance over recognition given an employee for comparable work experience at the time of his employment must be filed pursuant to the terms and conditions of the grievance procedure of this Agreement (excluding the employee's trial period).

Any employee shall receive, upon request to his employer or former employer, the following information: Date of hire, date of termination, total hours worked in retail store unless such hours worked shall exceed six thousand five hundred (6,500) and then such fact shall be stated. The employee must show evidence of employment in the grocery industry before making such request.

Section 3. During the life of this Agreement, the Employer shall not raise or lower hourly rates of pay except as dictated by the wage scales set forth elsewhere in this Agreement.

ARTICLE 9
TEMPORARY ASSIGNMENTS

The Employer shall determine if a temporary vacancy will be filled by assignment of an employee in the same classification or the assignment of an employee in a lower or higher classification.

Temporary vacancies of three (3) consecutive shifts or less may be filled at the discretion of the Employer by an employee in the same classification. When the temporary vacancy will exceed three (3) consecutive shifts, it will offer the temporary vacancy to the senior qualified employee(s) available to perform the work on the shift in the same classification in another department. If the temporary vacancy is not filled in this manner, the Employer will assign the temporary vacancy by reverse seniority to the qualified employee available to perform the work on the shift in the same classification in another department. If none or insufficient employee(s) are available, the Employer will offer the temporary vacancy to the senior qualified employee(s) available to perform the work on another shift in the same classification. If the temporary vacancy is still not filled, the Employer will assign the temporary vacancy by reverse seniority to the qualified employee available to perform the work on another shift in the same classification.

Temporary vacancies of one (1) shift or less may be filled at the discretion of the Employer by an employee in a lower classification. When the Employer knows in advance the temporary vacancy will exceed one (1) shift, it will offer the temporary vacancy to the senior qualified employee(s) available to perform the work on the shift in the next lower classification. If the temporary vacancy is not filled in this manner, the Employer will assign the temporary vacancy by reverse seniority to the qualified employee available to perform the work on the shift in the next lower classification.

Employees, without regard to their classification, shall be required to perform any labor or render any service in or about or in connection with the Employer's Meat Plant, provided that when he or she is working in a higher classification, the highest classification shall apply in hourly units for each hour or major fraction thereof.

Nothing herein shall prevent a higher classified employee from performing whatever work he may be assigned in the Plant.

If additional employees are needed the Employer will assign by reverse seniority the number of qualified employees needed in the classification where the temporary assignment is needed.

At the conclusion of Temporary Assignments, employees will be returned to their original classification.

ARTICLE 10
NO REDUCTION IN PAY

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

ARTICLE 11 **WORKWEEK**

The workweek shall coincide with the calendar week.

Forty (40) hours to be worked in any five (5) eight (8) hour days shall be the basic workweek for regular full-time employees. Regular full-time employees shall be scheduled for at least forty (40) hours of work to be performed in five (5) days unless reduced in accordance with seniority. Regular full-time employees shall be scheduled for at least thirty-two (32) hours of work to be performed in four (4) days (exclusive of the holiday) during a week in which a holiday occurs, unless reduced in accordance with seniority.

Upon mutual agreement between the Employer and the employee, a regular full-time employee may work four (4) ten (10) hour days to make up the standard workweek, except in holiday or daily vacation weeks when the standard workweek, at the Employer's discretion, may be five (5) eight (8) hour days or four (4) eight (8) hour days. Unless modified herein, the provisions of this Agreement shall apply to such standard workweeks.

1. Overtime to be paid for all time worked in excess of ten (10) hours in any one (1) day.
2. Payment for funeral leave shall not exceed the straight-time hours scheduled per day missed up to a maximum of twenty-four (24) hours pay.
3. After eight (8) hours of work, the employee shall be entitled to a third fifteen (15) minute break.
4. Payment for jury duty shall not exceed eight (8) hours pay per day missed, less what he is paid for serving on the jury. The Employer may reschedule employees required to serve on jury duty, including but not limited to, scheduling them five (5) eight (8) hour days.
5. Sick leave pay will be paid, if eligible and following the full work day absence if such applies, not to exceed the number of hours scheduled on the day missed.
6. Management shall determine the number of four (4) ten (10) hour schedules during any one (1) week.

ARTICLE 12
OVERTIME

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

- a. For all time worked in excess of eight (8) hours in any one (1) day.
- b. For all time worked in excess of forty (40) hours in any one (1) workweek as described in Article 11.

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

ARTICLE 13
SUNDAY PREMIUM

The premium rate for work performed on Sunday as such shall be one and one-fourth times (1-1/4x) the employee's regular straight-time rate of pay. The Sunday premium, for hours worked up to eight (8), shall in no instance be offset against any weekly overtime which may be due under subparagraph (b) of Article 12, Section 1 because of the fact that the employee worked over forty (40) hours in the particular workweek. The Sunday premium shall not be averaged into the employee's straight-time rate for the purpose of determining the rate upon which daily or weekly overtime is based in any workweek under Article 12, Section 1. Employees hired on or after March 6, 2005 shall not be eligible for Sunday Premium.

ARTICLE 14
TRAVEL PAY

When an employee is transferred from one plant to another plant during his workday, reasonable time spent in traveling between said plants shall be considered as time worked. Assigned travel between plants in the employee's personal vehicle shall be reimbursed in the amount established by the Employer for reimbursement to its non-bargaining unit employees (but not less than the IRS rate), exclusive of travel to and from the employee's home. The Company will not request or require a bargaining unit employee to use a Company or personal vehicle for any other reason.

ARTICLE 15
NIGHT PREMIUM

A premium of **one dollar (\$1.00)** per hour shall be paid for all work performed between the hours of 12:00 midnight and 6:00 a.m. **except production shifts that start at 5:00 a.m.** Employees whose shifts are scheduled to end at 12:00 midnight need not be paid any premium under this Section, even where it is necessary for them to remain on the job for a

short period in order to complete their work, provided that such additional period does not exceed fifteen (15) minutes.

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

ARTICLE 16 **HOLIDAYS/PERSONAL DAYS**

All employees who have completed their probationary period shall be paid for the following holidays whether or not they fall on what would normally be a workday for the employees involved: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

All regular full-time employees covered by this Agreement who have completed their probationary period, shall receive eight (8) hours compensation at their straight time rate of pay for each of the holidays set forth herein, including holidays falling on Saturdays, provided he reports for work all hours of work available on his regularly scheduled workday before the holiday, the holiday if scheduled and on his regularly scheduled workday after the holiday. Provided, however, that employees absent because of illness, verified by a doctor's certificate or other authoritative verification of illness, death in the immediate family, or other excused absence will receive holiday pay.

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

In the event that any of the above-mentioned holidays should fall on Sunday, the following Monday shall be observed as the official holiday.

Employees have two personal days effective January 1 of each year to be used by December 31, at their discretion. Full time employees using these days will be paid at 8 hours pay, part time employees will be paid on their scheduled hours. In the event an employee fails to schedule his personal holiday by October 1 of the calendar year, the employer will select a date and schedule such employee for his remaining personal days for that year. **Personal days will be paid at 8 hours of straight time pay.**

Employees required to work on any of the above holidays will be compensated for hours worked at one and one half (1 ½) times their hourly rate of pay, in addition to the eight (8) hours compensation at the straight time rate which the employee shall receive for an unworked holiday. A

holiday shall consist of the hours from 12:01 a.m. to 12:00 midnight on the night of the holiday.

Holiday Scheduling. No later than the second Wednesday prior to the beginning of the week in which a holiday observed hereunder occurs, the Employer shall post by classification a holiday volunteer work list. An employee desirous of working the upcoming holiday, in the classification and job assignment he normally performs, shall sign such list no later than Tuesday prior to the holiday week. Signing of another employee's name on such list shall be cause for disciplinary action. The Employer will select the necessary employees from this list in accordance with seniority and ability, within each classification and shift. If the Employer cannot adequately staff the employees by selecting from within the classification and shift, the Employer will select the necessary employees from the list within the classification, provided such selection would not cause the employee to work back to back shifts. Should the Employer not be able to staff its schedule requirements through this procedure, qualified employees shall be assigned the remaining available schedules by reverse seniority and ability within their respective classifications and shifts.

There shall be no pyramiding of over-time on any of the above provisions.

No employee on leave of absence shall be eligible for holiday pay and to be eligible for holiday pay an employee must perform work during the week in which the holiday occurs, unless the employee is on vacation.

ARTICLE 17 **VACATIONS**

Section 1. All regular full-time employees, and all part-time employees, who were hired on or before March 5, 2005 shall receive **on their anniversary date** one (1) week's paid vacation after one (1) years' service, two (2) weeks' paid vacation after two (2) years' service, three (3) weeks' paid vacation after five (5) years' continuous service, four (4) weeks' paid vacation after twelve (12) years' continuous service and five (5) weeks' paid vacation after twenty (20) years continuous service.

All regular full-time employees, and all part-time employees, who were hired on or after March 6, 2005 shall receive **on their anniversary date** one (1) week's paid vacation after one (1) years' service, two (2) weeks' paid vacation after three (3) years' service and three (3) weeks' paid vacation after seven (7) years' continuous service. **The Employer will grant four (4) weeks' vacation with pay to all regular employees who have been in the continuous service of the Employer for twelve (12) years.**

Bargaining Note: Pre 2005 language for 4 weeks at 12 years.

Such vacation shall be paid at straight-time rates. The number of hours for which such employees shall be paid for a vacation week shall be the average number of weekly hours worked during the twelve (12) months

immediately preceding the employee's anniversary date of employment, not to exceed 40 hours pay for each week of vacation. Hours paid for vacations, holidays and sick leave shall be considered as hours worked for the purpose of computing vacation amounts. No pro-rata vacation will be paid at termination.

Section 2. Effective the first Sunday following execution of this Agreement, the Employer will convert the employees' weekly vacation allotment to a daily vacation allotment by multiplying the number of weeks of vacation due by five (5). **The Employer will pay 8 hours straight time pay for each day of vacation.** Employees may be allowed to take vacation one day at a time, subject to approval by the Employer and based on the following requirements:

1. Daily vacation may not be scheduled through the annual sign-up procedure.
2. Daily vacation must be requested of the store manager in writing by Tuesday prior to the posting of the schedule for the week in which time off is requested.
3. Employees may not receive more than five (5) days vacation pay in any calendar week.
4. Not more than one (1) week (five (5) days) may be taken one (1) day at a time per anniversary year. Any employee with fifteen (15) years or more shall be able to take ten (10) single days of vacation per year.
5. Weekly vacation requests shall take preference over daily vacation requests. Daily vacation requests shall take preference over any other request of a single day off except a personal day, regardless of seniority.

If one of the holidays listed elsewhere herein falls during an employee's vacation, the employee shall receive an extra day of vacation pay because of it. In the event a regular full-time employee covered by this Agreement, who has been employed for two (2) years or longer, voluntarily quits or is discharged for reasons other than dishonesty or drunkenness or being under the influence of illegal narcotics, such employee shall be paid pro rata vacation pay earned up to the time the employment relationship is severed.

Section 3. The Employer shall pay the employee the vacation pay **earned** during the employee's anniversary year prior to the taking of the vacation (if requested in writing at least two (2) weeks in advance of vacation).

Section 4. Vacation Scheduling.

The Employer retains the right to determine the number of employees who may be on vacation at any given time. If a dispute develops

between employees as to vacation preference, seniority shall govern within the classification. Any vacation weeks that become available after the posting of such roster shall be offered by seniority within the classification.¹

The Employer will post a notice November 1 of the prior calendar year, senior employees and continuing with employees of lesser seniority shall choose in turn, each within two (2) working days once notified so that the vacation schedule is completed by January 31 of each calendar year.

Any employee, who fails to sign such roster prior to January 31, will be permitted to take vacation at a time that will not interfere with the other employees' established vacation period(s).

When the vacation dates have been established, they will not be changed unless mutually agreed upon between the employee and Employer.

Notwithstanding the above, employees who voluntarily transfer to the plant or within the plant to another classification after their vacation selection has been made, shall forfeit their selection and be entitled only to the remaining available weeks to make their selection from, in that calendar year, in the new classification unless the transfer is involuntary.

ARTICLE 18 **SCHEDULING POSTING**

The Company will post the work schedule in ink for the following week in each market not later than 9:00 a.m. on Friday. This schedule shall include the employee's first initial and last name. This work schedule will not be changed by Management for that particular workweek except where the change is predicted on circumstances beyond the control of Management such as, but not limited to, sickness, injury, wide fluctuations in volume, Acts of God. Such up-to-date work schedules are to be posted weekly. This clause shall not be construed as preventing Management from calling in employees for extra work outside of the posted schedule, from requiring overtime work outside of the posted schedule or from bringing in additional employees where it appears advisable in the opinion of Management.

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

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

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

¹ BARGAINING NOTE: The Employer intends to continue the canceled vacation policy.

An employee's workday shall end after completion of the scheduled shift unless the employee is notified by posting of the need for him/her to stay at least two hours prior to the end of shift.

ARTICLE 19
REPORTING PAY/MINIMUM DAILY SCHEDULE

An employee called in or scheduled for work shall be guaranteed four (4) hours of pay at the applicable rate, with the understanding that an employee may be called in or scheduled for less than four (4) hours if he is unavailable for the full four (4) hours.

ARTICLE 20
MINIMUM WEEKLY SCHEDULE

No regular employee shall be scheduled for less than twenty (20) hours in a workweek, if the employee is available.

ARTICLE 21
TIMEKEEPING

Section 1. Each employee is required to record his own time, using the system provided by the Employer, prior to starting work and upon completion of work and before and after lunch periods. No employee shall have the right to record any other employee's time. Any employee violating these provisions, working off the clock or giving free time may be discharged. **Employees shall not be responsible for any time entry errors caused by equipment or software malfunctions.**

Section 2. Employees shall receive their pay each week. In case of discharge from employment of any employee, upon request, the final paycheck will be made available within seventy-two (72) hours after the discharge.

ARTICLE 22
SPLIT SHIFTS

There shall be no daily split shifts.

ARTICLE 23
PLANT MEETINGS

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

ARTICLE 24
LUNCH BREAKS

Lunch. An uninterrupted lunch period consisting of not less than one half (½) hour and not more than one (1) hour, shall be granted all employees during the first five (5) hours after beginning their day's work and such time shall not be paid for by the Employer.

ARTICLE 25
RELIEF PERIODS

All employees shall be allowed a fifteen (15) minute break period during the first (1st) four (4) hours of the shift and a fifteen (15) minute break period during the second (2nd) four (4) hours of the shift.

When an employee is required to work one (1) hour or more of daily overtime, he shall have a fifteen (15) minute paid break before the start of the overtime. For overtime assignments less than an hour, the fifteen (15) minute paid break will start on completion of the overtime assignment.

Where the employee is required to work more than two (2) hours of daily overtime, he shall be granted a fifteen (15) minute break period at the end of the two (2) hours, and at the end of each two (2) hours thereafter he shall be granted a fifteen (15) minute break period.

No deviations from the above-allotted times shall be allowed unless mutually agreed to by the Union and the Employer and reduced to writing.

ARTICLE 26
PROBATIONARY PERIOD

New employees shall be on probation for a period of thirty (30) calendar days, during which time they may be discharged by the Employer for any reason whatsoever, and during this probationary period, they shall not acquire any seniority status. If an employee is retained in the employ of the Employer after said thirty (30) calendar days, his seniority shall then date back to the first (1st) day of said thirty (30) calendar day probationary period. This probationary period may be extended an additional thirty (30) calendar days by mutual agreement between the Employer and the Union.

ARTICLE 27
SENIORITY

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

Section 2. Termination of Seniority. Seniority shall terminate for any of the following reasons:

- a. Voluntary quitting.

- b. Overstaying a granted leave of absence or vacation.
- c. Failure to report for work upon recall after a layoff within five (5) days after mailing of recall notice sent by registered letter to the last address furnished in writing to the Employer by the employee.
- d. Discharge for just cause.
- e. Continuous layoff for a period in excess of twelve (12) months.

Section 3. Seniority Lists. Bargaining unit seniority lists shall be provided to the Union on no more than two (2) occasions during the calendar year, upon request by the Union.

Section 4. Definition of Full-Time Employee. A regular full-time employee is defined as an employee who has been hired as such or works forty (40) or more hours per week for at least four (4) consecutive weeks, except for assignment to a forty (40) hour per week schedule as a result of the employee receiving any hours caused by other employees' absence for any reason. Scheduled hours of work voluntarily vacated by an employee (such as trading of hours) shall not be used for purpose of advancing an employee to full-time status. An employee who fails to maintain full-time status as a result of working less than forty (40) hours per week for reasons other than absence due to an approved leave of absence, or a reduced schedule resulting from an on-the-job injury for twelve (12) consecutive weeks shall be designated as a part-time employee.²

Section 5. Voluntary Reduction to Part-Time. A Full-Time employee who has requested and has been assigned a Part-Time schedule shall immediately be classified as Part-Time.

Section 6. An employee who is to be laid off from a classification in the plant shall displace the shortest service employee in the same classification in the plant.

An employee thus displaced from his classification in the plant shall have the option of displacing the shortest service person in the same classification in the stores, provided he has at least six (6) months experience in that retail classification with this Employer, or displacing the shortest service employee in a lower classification in the plant whose job he is qualified to perform, provided any displaced employee has lesser service.

Any employee being laid off shall be allowed to take a layoff in lieu of displacing a shorter service employee, but then shall be entitled to recall rights to his original classification only.

When an employee has exercised his right to displace a lower classification person in the plant and it is found by the Employer or the

² **BARGAINING NOTE:** It is understood that for purposes of this provision, the definition of "absence" shall include such things as absence from work due to vacation, holiday, vacated shift, unexcused absence, funeral leave, jury duty, leave of absence and illness.

employee that he is not qualified to perform said job during the first thirty (30) days in the lower classification, he shall be allowed the right to take a layoff or displace the shortest service employee in yet a lower classification in the plant whose job he is qualified to perform, provided any displaced employee has lesser service. When the employee has exercised his right to displace a lower classification person in the plant the second time, and it is found by the Employer or the employee that he is not qualified to perform said job during the first thirty (30) days in the lower classification, he shall be allowed the right to take a layoff.

Promotions and transfers (except for Leadperson position) shall be handled in accordance with the following procedures.

Departmental Vacancies. A departmental vacancy shall exist when an employee is terminated or permanently transferred from a position the Employer deems necessary to fill. Temporary vacancies due to vacations, leaves of absence, interim assignments, and seasonal requirements, are not departmental vacancies.

The Employer will post notice of such departmental vacancies and employees desiring change will sign the notice within seventy-two (72) hours, excluding Saturday and Sunday, after the notice is posted. The departmental vacancy shall be awarded to the senior qualified employee who has signed the notice, providing the abilities of the signing employee are substantially equal.

Days off shall be bid by classification within departments which are as defined in the vacation provisions of this Agreement. Nothing herein shall limit the Employer's right to assign employees temporarily from one department to another without regard to seniority. When the vacancy is posted for bid, the Employer may simultaneously bid secondary vacancies that may be created as a result of filling the primary vacancy and any vacancy that may result there from.

Departments within the Meat Plant are as follows:

1. Beef line and beef line cryovac
2. Pork Room
3. Sausage and Ground Beef
4. Receiving
5. Order selecting
6. Scaling
7. Retail Ready line and Side Tables³

³ BARGAINING NOTE: Department #2 side table employees on a one time basis only, may stay on Retail Line or return to Pork Room, based on seniority.

It is expressly agreed that job bidding procedures shall be modified to meet all federal civil rights requirements and affirmative action plans, and may be, from time to time, adjusted by the Employer and the Union. Bargaining unit employees will be given first consideration for Meat Cutter Apprentice openings.

An employee who is promoted to a job vacancy or newly created job may be returned to his previous position during the first (1st) thirty (30) days on the new job if such employee fails to qualify on the new job.

The employer shall not fill a vacant position with a new applicant for employment if there are employees of the bargaining unit on lay off status who are qualified to perform the duties needed in the vacancy.

In this event, such vacancies will not be subject to the bid procedure set forth elsewhere in this Agreement.

A laid off employee must accept such assignment if qualified and the same classification is involved.

A seniority list of employees in the Plant will be posted every September 1st and March 1st.

Section 6A. Quality Assurance. Promotions and transfers (except for lead person and Quality Assurance) shall be handled in accordance with the following procedures.

The Company has 2 separate bid jobs in Quality Assurance, QA Tech 1 and 2. When the Company determines it has a vacancy in either position, it will post the position for bid. In filling the opening, the Company will determine which bidder best meets its qualifications and will use seniority only as a tie-breaker. If no one bids, or no one who meets the Company's qualification bids, the Company may hire from outside the bargaining unit.

Employees with bargaining unit jobs other than QA Tech 1 or 2 cannot bump or displace a QA Tech 1 or 2 as part of a layoff, except for employees with 1 or more years of Company experience in the position the employee seeks to bump into within three years immediately before the layoff. QA Tech 1 and QA Tech 2 employees cannot bump or displace employees in other classifications except where they have 1 or more years of Company experience in the position that the employee seeks to bump into within three years immediately before the layoff.

Employees bidding into a QA Tech position from another bargaining unit position maintain their former rate of pay until successfully completing their 30 day probationary period, at which time they will receive the QA rate which corresponds with the hours worked/wage in their previous job. (For example, a "Thereafter"

Processor who bid into a QA Tech 1 job would receive the “Thereafter” QA Tech 1 rate after the 30 day period).

Section 7. Probationary Period for Promotions. When any employee is promoted to a higher classification, he shall be on probation for a period of thirty (30) days. An employee disqualified during the probationary period shall be returned to his old classification.

Section 8. Demotions for Just Cause. Except under the layoff provisions, no employee shall be demoted from a higher classification within the bargaining unit without just cause, which includes business need.

Whenever a member of the bargaining unit is demoted, whether voluntary or involuntary, such employee may be returned to the classification and status (i.e., full-time/part-time) held when he/she accepted the current classification being vacated, or the employee may exercise his/her seniority to claim a position in accordance with the current Full-Time or Promotion Request lists.

ARTICLE 28 **AVAILABLE HOURS**

Section 1. The scheduling of part-time employees or full-time employees working reduced hours shall be by seniority within their department and Plant schedules up to eight (8) hours per day or forty (40) hours per week. The Employer shall maximize the straight-time daily and weekly work schedules (including Sunday) of each employee based on the hours as determined and scheduled by management, so long as such schedules would not reduce any employee's schedule below the daily or weekly minimum, except to zero. If an employee is zeroed out, he shall have the right to exercise lay off options; however, any bump to another plant shall be delayed for one (1) week. The only exception to this would be when a more senior part-time employee has requested to work less hours than their seniority entitles them. This request must be submitted to the department manager in writing. The average of all meat department part-time employees by plant and classification shall not be less than twenty (20) scheduled work hours per week (including paid holidays, sick pay, jury pay and funeral pay) exclusive of part-time employees whose availability temporarily limits them to less than the minimum hours as provided above.

Section 2. Full-time scheduled vacancies shall be filled as defined elsewhere in this Agreement.

Section 3. The Employer agrees not to schedule two (2) part-time employees in the same classification back to back each day in their weekly schedules where it is possible to combine their total posted weekly schedules so that one (1) full-time employee can be used.

Section 4. Employees who have requested additional hours or full-time status, in writing, as set forth above, shall have until noon on the Saturday following posting of the schedule to take issue with that schedule or his right to take issue shall be waived. Should he raise such issue in

timely fashion and should it not be resolved, it shall be subject to the grievance procedure set forth elsewhere in this Agreement. It shall be the responsibility of each employee to make himself aware of the schedule and any changes made therein.

Section 5. In the event of errors in the making of schedules, scheduling of additional hours or reductions in hours, the employee must call the error to the attention of management by noon Saturday following the posting of the schedule. Failure by the employee to point out the violation by noon Saturday will limit the remedy to scheduling the affected employee, on the next week's schedule, the number of hours lost. These hours shall not have any effect on the normal schedule for that week.

Section 6. Additional Hours. The Company will post a list every week for employees who want additional hours the following work week.

If additional work arises in any department, the Company will first ask employees on the list in the needed job classification, in order of their classification seniority, regardless of the employees regular department assignment. Once the list has been exhausted, the employees working in the affected department at the end of the regular workday will be required ("forced") to work, based on their classification seniority. This includes any employees moved into the affected department from another department before the end of the regular workday.

Section 7. The Employer will send the Union a copy of the "full-time request" list, no later than March 1st and September 1st of each calendar year.

Section 8. Assignment to Full-time Status. When a full-time vacancy, other than a four (4) week at forty (40) hour opening defined in Article 27, Section 7, occurs and the Employer determines that such vacancy shall be filled by a full-time employee, the job vacancy for non-management positions shall be filled by the assignment of the most senior qualified employee of the classification who has signed the current full-time request list as provided for in this Agreement. Should management be unable to fill such vacancy from the list, then such vacancy shall be posted for seventy-two (72) hours and management shall offer the full-time assignment to the senior qualified employee of the classification who signed the posting before hiring off-the-street.

Four (4) week at forty (40) hour openings shall be filled by the most senior employee within the affected classification who has signed the full-time request list as set forth in this Agreement. Should management be unable to fill such vacancy from the list, then such vacancy shall be posted for seventy-two (72) hours and management shall offer the full-time assignment to the senior qualified employee of the classification who signed the posting before hiring off-the-street.

Notwithstanding the above, the Employer may transfer a full-time employee from another Plant to fill a vacancy in lieu of advancing an employee to full-time status under this Article.

Employees with three (3) or more years of service may sign the full-time request list during the first fifteen (15) days of January and the first fifteen (15) days of July to be considered for advancement to full-time effective with the first workweek in February and August respectively. Such request shall state the specific Plants in the bargaining unit the employee desires assignment to. The Employer will send the Union a copy of the new full-time request list.

If an employee is offered assignment to full-time status and accepts or declines the same, his/her request shall be voided.

The Employer shall not make assignments of full-time status to a probationary employee or to an employee on leave of absence.

ARTICLE 29 **SUNDAY WORK**

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

ARTICLE 30 **UNSCHEDULED OVERTIME**

Section 1. Management shall attempt to notify employees by lunch break when unscheduled department overtime shall be required. In no case shall such notice be later than the beginning of the employee's last break period. When overtime is needed management shall offer overtime to employees within the department first, before assigning overtime off the volunteer list when two or less hours are required.

Beginning the first fifteen (15) days in March (to be effective the first of April) and the first fifteen (15) days of September (effective the first of October) the Employer will post a semi-annual overtime request list for employees to sign who are desirous of overtime work. Employees who sign the overtime request list, and subsequently refuses four (4) times may be taken off the overtime list. Employees who do not sign the overtime request list have no claim to any overtime hours assigned.

The Employer retains the right to determine when overtime is needed, how many employees are needed to work overtime, and whether pre-shift, post-shift, or day-off overtime is needed.

Section 2. It is understood and agreed that overtime compensation shall not be paid twice for the same hours of overtime work.

Section 3. Pre-shift and post-shift overtime will be assigned to the qualified employees who signed the overtime request list who are in the classification and department and are present on the shift where overtime is needed. If additional employees are needed to work the overtime, the Employer will assign, in reverse seniority, the qualified employees who are

in the classification and department and are present on the shift where overtime is needed.

Day-off overtime will be assigned to the qualified employees who normally work the shift involved, who signed the overtime request list, and who are in the classification where overtime is needed. If additional employees are needed to work the overtime, the Employer will assign the qualified employees who signed the overtime request list who are in the classification where overtime is needed. If still additional employees are needed to work the overtime, the Employer will assign, in reverse seniority, the qualified employees who are in the classification where overtime is needed.

If additional employees are needed, in excess of those in the classification, the Employer may assign other available qualified employees in reverse seniority order.

Individual hardship cases will be considered for excusing overtime by the Employer.

ARTICLE 31 **REDUCTION OF HOURS**

Full-time employees: Management shall not write a schedule of shifts that would result in a full-time employee being unable to work a forty (40) hour schedule (thirty-two (32) hours in a holiday week) unless the average scheduled hours (including hours scheduled and paid for vacation, unworked holiday, jury, sick, and funeral pay) of all part-time employees within the classification and department is twenty-four (24) hours or less for the involved workweek. A full-time employee who is not scheduled a forty (40) hours schedule, shall in their second consecutive week of such reduced hours, be allowed to exercise his/her seniority to claim the schedule of the least senior full-time employee in the classification within the bargaining unit who is working a forty (40) hour schedule. It is understood that the employee may exercise his/her seniority to bump any time between the second and eleventh week of reduction. The employee whose schedule is claimed under this procedure shall immediately be assigned the schedule of the claiming employee, or be allowed to step-down to part-time status and displace the least senior part-time employee in their plant.

The parties agree that no employee assigned as full-time on May 11, 1996, shall have his hours reduced to less than forty (40) hours as the result of this provision, unless all part-time employees in the classification have had their scheduled hours reduced to twenty-four (24) hours or less. Such full-time employee shall have his hours reduced to twenty-four (24) or less before any other full-time employee protected under this paragraph is reduced.

ARTICLE 32 **LAYOFFS**

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

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

ARTICLE 33 **TRANSFER FROM PLANT TO PLANT**

Section 1. Transfers from Plant to Plant shall not be made or denied for capricious, arbitrary or discriminatory reasons. Full-time employees desiring a transfer to another Plant within the bargaining unit in order to be nearer their residence may indicate their desire for transfer in writing to the person designated by the Employer. Such transfer requests will be considered at the time an opening occurs within their classification and status.

ARTICLE 34 **NEW PLANT OPENING**

Section 1. In the event of the opening of a new Plant within the Denver area (not a replacement of an existing Plant) the following procedure shall apply:

1. At least four (4) weeks prior to the opening of a new Plant, the Employer will post a sheet in each location for interested employees to sign if desirous of a transfer to the new location. The sheet shall remain posted for at least ten (10) days.
2. Job openings either at the new Plant or created by transferring employees at their former Plant shall first be filled by employees on layoff in the classification of the vacancy before any new employees are hired or current employees are promoted.
3. Employees who have signed the new Plant transfer request sheet shall be given consideration based on their qualifications and the requirements of the Plant. It is understood that the Employer may move employees from its own competitive Plants which may be impacted by the new Plant opening before consideration of other employee desires.
4. In the event the Employer opens new Plants within the geographical area of this Agreement, as set forth in Article 1, not less than sixty (60) percent of the initial staffing of the new Plant shall be made by employees covered by this bargaining agreement, if available.

ARTICLE 35
LEAVES OF ABSENCE

Section 1. Sickness, Injury, or Pregnancy. Leaves of absence shall be granted for up to eighteen (18) months without pay when an employee with three (3) months of continuous service is unable to work because of bona fide sickness, accident, disability, or pregnancy. However, in the event such an employee is unable to return to work at the end of eighteen (18) months of leave, he shall be entitled to an additional leave of six (6) months if he submits satisfactory medical evidence that he will be able to return to duties within his classification within the said additional period.

Section 2. Personal Leaves of Absence. Leaves of absence without pay for reasonable periods not to exceed thirty (30) days may be granted by the Employer to employees who have completed one (1) year of service for other reasons mutually agreed to between the Employer and the employee. The thirty (30) day period may be extended by an additional thirty (30) days by mutual agreement between the Employer and employee.

Section 3. Military Leave. All seniority granted employees under the terms of this Agreement shall be subject to the rights granted by law to the employees volunteering, called or conscripted for military or **National Guard** service under **USERRA** the National Guard Act of 1940 and the Selective Service Act of 1942, and any additions or amendments thereto, or rulings and interpretations thereof by any authorized court or agency. **For avoidance of doubt, all military leaves of service shall be counted as employment for purposes of seniority and benefits.**

Section 4. Union Leave. Leaves of absence without pay for Union business not to exceed six (6) months **shall** be granted by the Employer to employees who have completed one (1) year of service. The six (6) months **shall** be extended by an additional six (6) months by mutual agreement between the Employer and employee. **In no event shall there be more than three (3) workers on union leave at any given time.**

Section 5. Leave of Absence for Care of Newborn or Adopted Child. For employees with one (1) year of continuous service in the bargaining unit, a Leave of Absence for either parent shall be granted without pay for a period of up to twelve (12) months for the purpose of Newborn or Adopted Child Care. The employee shall be guaranteed reinstatement in accordance with their seniority. An employee who wishes to change his or her date of return to work shall notify the Store Manager two (2) weeks in advance and shall be returned to work as set forth above. The Leave of Absence for either parent must end no later than twelve (12) months from the date of birth or date of adoption. The Employer may require verification of the parent relationship to the newborn or to the adopted child.

Section 6. Leave of Absence for Family Care. A family care leave, without pay, shall be granted, upon request by an employee for a total of up to six (6) consecutive months within a two (2) year period. The

employee requesting the leave must have a minimum of one (1) year's continuous service in the bargaining unit at the time of the request. The employee shall be guaranteed reinstatement in accordance with their seniority at the end of their leave. Any employee who wishes to change his or her date to return to work shall notify the Store Manager two (2) weeks in advance of the date they intend to return. The purpose of this leave shall be to care for seriously ill family members **or to address issues that arise from the military deployment of a family member**. For the purpose of this leave, "family members" shall be:

1. Spouse and parents of the employee.
2. Biological or adopted unmarried children under nineteen (19) years of age and full-time students up to age 23.
3. A child of any age who is incapable of self-support.
4. Any relative residing in the employee's home and dependent upon the employee for care.

The employee shall be required to present satisfactory evidence of serious illness of the family member, the expected duration of the absence and the reason for the employee's involvement.

Section 7. Leave of Absence. Employees, upon submission of documentation, are entitled to up to 21 days unpaid leave to attend immigration or naturalization proceedings or to accommodate government delays in work authorization renewal. Such leave may be extended beyond 21 days by mutual agreement.

Section 8. Request for Leave of Absence. All leaves of absence must be requested in writing to the person designated by the Employer, unless the employee is physically disabled to the extent that such advance request is not possible, and shall state: (1) the reasons, (2) date leave is to begin, and (3) expected date of return to work. Leaves of absence shall be granted in writing in advance, and a copy shall be given to the employee.

Section 9. Returning From a Leave of Absence. The employee must be qualified to resume his regular duties upon return to work from an approved leave of absence. A doctor's certificate verifying that the employee is able to resume his normal duties may be required. The employee shall be returned to the job previously held, or to a job comparable with regard to rate of pay no later than on the first weekly schedule made up after the department designated by the Employer has received notice in writing of the employee's availability, provided the Employer received such notice no later than Wednesday immediately prior to the Friday scheduling.

Section 10. Safe Leave. The parties recognize that, in accordance with Colorado law, employees may request and take up to three working days of leave from work in any twelve-month period if the employee is the victim of domestic abuse, stalking, sexual assault or the

victim of any other crime. In accordance with law, the employee must give reasonable notice to his or her department manager, when possible.

In addition to the requirements of the law, the Company agrees to allow employees, upon their request, to use any available sick time, vacation or personal holidays for work time missed during such leave.

ARTICLE 36 **BEREAVEMENT LEAVE**

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

Additional time, without pay, shall be granted as is needed by the employee up to seven (7) days for the above defined immediate family as well as **step-brothers, step-sisters**, nieces and nephews.

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

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

ARTICLE 37 **JURY DUTY**

A regular full-time or part-time employee who is summoned for jury duty in a State or Federal district court, and who notifies the Company on the first working day after service of jury notice, and who reports to the court and loses time from work, will be paid by the Company the difference between eight (8) hours times his/her regular pay rate per day of jury duty minus the sum he or she receives for jury call. If any employee called to jury duty is not retained, and the juror is excused from duty more than four (4) hours prior to the end of the scheduled work shift, then the employee must report to the Company for work.

ARTICLE 38
SICK LEAVE

Section 1. Employees prior to March 6, 2005. Employees covered by this Agreement hired prior to March 6, 2005, shall be credited with forty-eight (48) hours of sick leave pay each anniversary year. Full-time employees covered by this Agreement who, in their first (1st) anniversary year, work two thousand (2,000) hours or more (including vacation and holiday) and who have been continuously employed by their Employer for a period of one (1) year, shall be credited with forty-eight (48) hours of sick leave pay. Employees who in their first (1st) anniversary year work one thousand two hundred and forty-eight (1,248) hours or more (but less than two thousand (2,000) hours) and who have been continuously employed by their Employer for a period of one (1) year, shall be credited with hours of sick leave with pay on the basis of the total hours worked in their anniversary year divided by two thousand eighty (2,080) hours times forty-eight (48) hours. It is understood that employees shall not be credited with more than forty-eight (48) hours of sick leave credit per anniversary year. Hours worked includes vacation hours.

Section 2. For Employees hired prior to March 6, 2005, unused sick leave shall be cumulative after the first (1st) year of continuous employment. Employees shall accumulate unused sick leave at the rate of forty-eight (48) hours each anniversary year. Unused sick leave shall not exceed a maximum accumulation of six hundred (600) hours. Unused sick leave shall be cumulative, and after the first (1st) year of continuous employment, full-time employees shall accumulate unused sick leave at the rate of four (4) hours for each month of continuous employment in which they work one hundred sixty (160) hours in a four (4) week month and two hundred (200) hours in a five (5) week month. Employees who work at least one hundred four (104) hours (but less than one hundred sixty (160) hours in a four (4) week month and less than two hundred (200) hours in a five (5) week month) shall accumulate unused sick leave for each month of continuous employment on the basis of total hours worked during the preceding month divided by one hundred sixty (160) hours in a four (4) week month and two hundred (200) hours in a five (5) week month times four (4). Said monthly credit shall not exceed four (4) hours for each month. Unused sick leave shall not exceed a maximum accumulation of six hundred (600) hours. Hours worked includes vacation hours.

Section 3. A doctor's certificate or other authoritative verification of illness may be required by the Employer. Said sick leave is to commence with the second (2nd) full days' absence for sickness or non-occupational injury and on the first work days' absence if the employee is hospitalized, undergoes outpatient surgery, or has accumulated in excess of one hundred and ninety two (192) hours. The waiting period provided herein shall apply for each illness or non-occupational injury. Any employees ineligible for first day sick pay under this provision shall be permitted to use up to five (5) days per year of vacation accrued pursuant to Section 2 Article 17 or unused personal holidays as payment for such employee's first day sick time, at the employee's election. Notwithstanding other requirements to use

personal holidays or unused and earned vacation, there shall be no management discretion to deny pay for such absence, except that a doctor's certificate or other authoritative verification of illness may be required by the Employer. In order to use personal holidays and/or vacation pay for a sick absence, the employee must provide at least two (2) hours' notice prior to the start of such employee's scheduled shift.

Section 4. For the purpose of this Article one (1) day of pay shall mean eight (8) hours of pay at the employee's regular classification rate for those days which the employee would have worked had the disability not occurred, calculated at straight-time. No employee shall receive pay, under any combination of sick leave and Worker's Compensation or Weekly Indemnity which exceeds the lesser of his regular pay or eight (8) hours per day or forty (40) hours per week at his straight-time hourly rate of pay. The waiting period herein provided before sick pay commences, shall apply for each illness or injury in case the sick benefit allowance has not been used up in previous illnesses.

Section 5. Sick leave **earned** shall be paid to part-time employees based on hours lost, less waiting days (as set forth in paragraph C) from the most recent work schedule in effect when the absence commenced.

Bargaining Note: Sick pay is paid at eight (8) hours, but no less than what is remaining in their sick pay bank.

Section 6. Sick leave benefits are not convertible to cash.

Section 7. Employees hired on or after March 6, 2005. Employees covered by this Agreement hired after March 6, 2005, shall be credited with twenty-four (24) hours of sick leave pay each anniversary year.

For Employees hired after March 6, 2005, unused sick leave shall be cumulative after the first (1st) year of continuous employment. Employees shall accumulate unused sick leave at the rate of twenty-four (24) hours each anniversary year. Unused sick leave shall not exceed a maximum of two hundred forty (240) hours.

A doctor's certificate or other authoritative verification of illness may be required by the Employer. Said sick leave is to commence on the third full workday's absence if the employee is hospitalized, undergoes outpatient surgery, or has accumulated in excess of one hundred and ninety two (192) hours, and on the second (2nd) workday's absence if the employee has accumulated in excess of ninety-six (96) hours but less than one hundred and ninety two (192) hours. The waiting period provided herein shall apply for each illness or non-occupational injury. Any employees ineligible for first day sick pay under this provision shall be permitted to use up to five (5) days per year of vacation earned pursuant to Section 2 Article 17 or unused personal holidays as payment for such employee's first day sick time at the employee's election. Notwithstanding other requirements to use personal holidays or unused and earned vacation, there shall be no

management discretion to deny pay for such absence, except that a doctor's certificate or other authoritative verification of illness may be required by the Employer. In order to use personal holidays and/or vacation pay for a sick absence, the employee must provide at least two (2) hours' notice prior to the start of such employee's scheduled shift.

Bargaining Note: Newly acquired sick hours will be added to employee' current sick pay bank.

Section 8. Upon ratification QA workers with a seniority date prior to March of 2005 will accumulate sick leave at four hours a month, QA workers with a seniority date after March of 2005 will accumulate sick leave hours at two hours a month until their respective anniversary date, at which time they will be front loaded either 48 hours of sick pay if they were hired prior to March of 2005, or front loaded 24 hours if they were hired after March of 2005.

ARTICLE 39 **INJURY ON THE JOB**

When an employee is injured on the job, there shall be no deduction from the employee's pay for the day in which the employee was injured and reported for medical care. In no case shall the Employer's obligation exceed eight (8) hours, and there shall be no payment for any overtime hours missed because of the injury.

ARTICLE 40 **HEALTH BENEFITS PLAN**

The Employer will participate in the Rocky Mountain UFCW Unions and Employers Health Benefits Trust as described in Appendix B.

Denver Processing will make the same increased health contributions as agreed to by the major grocery employers.

The Company agrees to pay the appropriate Plan A contributions for all QA workers who have been employed for at least three years, and the appropriate Plan B Contributions for all QA workers who have been employed less than three years into the Health fund for April 1, 2020 coverage, unless agreed otherwise. Once any QA worker who is on Plan B reaches three years of service with the Company, the Company shall make Plan A contributions to the health fund, and the employee will be entitled to Plan A coverage.

ARTICLE 41 **NON-DUPLICATION OF BENEFITS**

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

contributions for such benefits required under the terms and conditions of this Agreement.

ARTICLE 42
PENSION FUND

The Employer will participate in the Pension Fund as described in Appendix C.

Denver Processing will make the same increased pension contributions as agreed to by the major grocery employers.

The Company will begin making the appropriate Pension contributions for the QA workers upon ratification. Employees currently in matching 401K may roll any vested benefits as defined in the plan document and required by law into existing non-matching 401K.

ARTICLE 43
HEALTH AND WELFARE OR PENSION DELINQUENCIES

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

ARTICLE 44
NO DISCRIMINATION

Section 1. No employee shall be discharged without just and sufficient cause.

Section 2. No employee shall be discharged or threatened for refusing to cross or work behind any primary picket line established by any labor organization at the Employer's premises, nor shall the Union be deemed to be in violation of this Agreement if its members choose to honor any such picket line.

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

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

No employee who because of his religion has conscientious objections to working on his Sabbath will be required to work his Sabbath as a condition of employment. If the rights of the employees under this paragraph operate in conflict with the seniority provisions contained elsewhere in this Agreement, the right of seniority shall prevail.

Section 3. Wherever the masculine gender is used in this Agreement, it shall be deemed to include the feminine gender.

Section 4. It is recognized that the Employer may sponsor donations to worthy charitable organizations of a non-political nature. However, no employee shall be required to make contributions, nor shall any employee be told a specific amount he must contribute. There shall be no compulsion with regard to contribution.

ARTICLE 45 **UNION REPRESENTATIVE VISITATION**

The Chief Executive Officer of the Union, the Deputy Secretary, or the Business Representative, thereof shall have the right of entering the premises of the Employer and walk the plant floor unaccompanied to inspect conditions and carry out the terms of this Agreement, but will do so in such a way as to not interfere with anyone's work or the Company's operation. The Union may briefly talk with employees while they are working but not in a way which could interfere with the employee's work. The Union representative may interview employees on site during breaks or by arrangement with the Company. The said representatives shall make their presence known to the supervisory person in charge upon entering the premises. The Employer shall, upon the request of an authorized Union representative, furnish satisfactory evidence to ascertain whether employees are being paid in accordance with the terms of this Agreement. The Chief Executive Officer, or his Deputy, may inspect the dues books of employees during working hours.

ARTICLE 46 **JOINT LABOR MANAGEMENT COMMITTEES**

There shall be established in the plant a joint Labor Management Committee whose purpose shall be to investigate, study and discuss mutual solutions to problems affecting Labor-Management relations in the plant in a sincere attempt to improve the parties' basic relationship. The Committee in each plant shall be made up of an equal number of Union and Employer representatives and shall develop its own guidelines as determined by the participants in the plant and as approved by the Union and the Employer. The Committee shall not have the authority to modify this Agreement.

ARTICLE 47
UNION STEWARD

Section 1. The Employer will recognize one (1) Plant Steward in each department and one (1) Chief Steward for the entire plant. For these purposes the departments are as defined in the Vacation Article. One (1) Steward will be allowed to be present, if requested, by the grievant at Step I meetings under the Grievance Procedure. Stewards shall perform their duties with the least possible inconvenience to the Employer. The Chief Steward shall have top seniority in his classification for the purpose of layoff. The Employer shall be kept informed, in writing, of current Stewards at all times.

Section 2. Employees Rights to Union Representation. When an employee is involved in a an **interview** where the **possible** result of such interview will be the imposition of disciplinary action (**this includes a safety interview of an employee involved in an on the job injury**), the Employer shall have Union Representation of the employee's choice if present.

ARTICLE 48
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Should any dispute or complaint arise over the interpretation or application of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps, and failure to follow the procedures set forth below shall result in forfeiture of the grievance.

Step 1. By conference during scheduled working hours between the Steward, if requested by the employee, the Employer, and/or the Union's Business Representative and/or the aggrieved employee and the designated Employer representative.

If the issuance of a verbal or written warning is grieved, the Union will notify the Employer of the same. If the grievant is disciplined further, or otherwise adversely affected, and the verbal or written warning is relied upon by the Employer in doing so, the Union shall have the right to submit the grievance protesting the warning to arbitration together with the grievance contesting the disciplinary or adverse action. It is expressly agreed that all such grievances will be consolidated. It is further agreed that said grieved verbal or written warnings shall be removed from all files after a period of one year if not relied upon for further discipline.

Step 2. If the grievance cannot be satisfactorily resolved under Step 1 above, the grievance shall be reduced to writing and submitted to the representative designated by the Employer to handle such matters. Such submission shall be made within twenty (20) days of the date of the occurrence of the event which gives rise to the grievance and shall clearly set forth the issues and contentions of the aggrieved party or parties and must

reasonably allege a specific violation of an express provision of this Agreement. (In the case of a discharge the time limits shall be fourteen (14) days.) The Employer designee and the Union Business Representative shall meet within ten (10) days after receipt of written notice of the grievance and attempt to resolve the grievance. In the event the Employer designee assigned to handle grievance does not have an office in the area where the grievance arises, this meeting may be discussed by phone; furthermore, the time limits on this meeting may be postponed by mutual agreement of the parties.

In an instance where an employee feels he has not been paid in accordance with the wage progression scales set forth herein, such employee shall have an obligation to bring this to the attention of the Plant Manager as soon as the employee first has knowledge of such alleged error. In the event the employee has been improperly paid, said payment error shall be corrected on a retroactive basis.

Step 3A. If the grievance is not satisfactorily adjusted in Step 2, either party may, with reasonable promptness, but in no event later than thirty (30) days from the date of the Step 2 meeting, in writing, request arbitration and the other party shall be obliged to proceed with arbitration in the manner hereinafter provided. Within 30 days of the arbitration demand, the parties will hold a meeting to explore settlement. If no settlement is reached, the parties have 15 days following the meeting to agree on an impartial arbitrator.

Step 3B. In the event the parties are unable to reach agreement upon the selection of an arbitrator within fifteen (15) days of the written request for arbitration, the party requesting arbitration may, with reasonable promptness, request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service who are members of the National Academy of Arbitrators. From this panel of seven (7) names, each party shall alternately strike two (2) names, the moving party striking first. The remaining arbitrator from the list shall be the impartial arbitrator. The parties shall agree to the arbitrator's first mutually agreeable date, but in no event no later than 6 months from the Union's arbitration demand. A finding or award of the arbitrator shall be final and conclusive upon the parties hereto.

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

Step 3D. In the event either party refuses to arbitrate on demand of the other party and an order compelling arbitration is obtained in Federal Court on the basis contended by the moving party, the refusing party will pay to the moving party reasonable legal fees incurred, up to two hundred dollars (\$200.00). Similarly, if the moving party fails to prevail in such an issue, the moving party will pay reasonable legal fees incurred up to two hundred dollars (\$200.00) to the refusing party.

Section 2. Remedies for Errors. If an error is made by management in the application of the provisions of this Agreement resulting in a lost work opportunity for the aggrieved employee such as vendor stocking, scheduling and assignment of hours disputes, classification issues, and work jurisdiction matters and the affected employee immediately files a grievance, the employee shall be made whole by being permitted to work the number of hours lost. Such hours shall be above and beyond the posted schedule. The employee shall advise management anytime after the next schedule is finalized for the workweek of their desire to exercise their right to work the hours due during the workweek on the date and time determined by the employee. An aggrieved employee may not demand such remedy on an overtime or premium-pay basis if the alleged violation occurred on what would have been a straight-time day for such employee. The employee must exercise this right to work within four (4) weeks of the settlement of error with the employee or such right shall be forfeited and no further remedy shall be required.

ARTICLE 49 **NO STRIKE - NO LOCKOUT**

During the life of this Agreement, there shall be no lockout, strike, picketing, boycotting, stoppage of work, anti-company publicity or other economic action of whatsoever nature, against the company.

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

ARTICLE 50 **PLANT CLOSURE**

Section 1. Plant Closure. The Company will provide the Union notice of plant closure or mass layoff as required by the Worker Adjustment and Retraining Notification (WARN) Act. The Company and Union shall meet to discuss the effects of any such closure and/or shift elimination.

Unemployment Compensation

The Company will provide information to the appropriate government agencies indicating affected employees were laid off due to the plant closure or layoff.

Final Pay Check

The Company will pay employees any previously earned, but unused, vacation days, previously earned wellness days and final pay for hours worked in the employee's final paycheck.

Transition Assistance

The Company will seek assistance from Denver County to provide employees with assistance in resume writing and job fairs.

If individually requested, the Company will provide the affected employees with a letter stating the employee left employment because of plant closure or layoff.

Section 2. In the event the Employer closes or sells a plant and employees are terminated as a result thereof, such employees are entitled to pay equal to one (1) week's pay for each year of continuous service commencing with the third (3rd) year of continuous service up to, but not to exceed eight (8) weeks' pay at their regular rate. However, those employees who have an incomplete year of continuous service as an employee will receive pro rata severance pay for that year as follows:

- 0-3 months equals twenty-five percent (25%) of a week's pay.
- 3-6 months equals fifty percent (50%) of a week's pay.
- 6-9 months equal seventy-five percent (75%) of a week's pay.
- Over 9 months equal one week's pay.

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

The Employer shall continue contributions to the Pension and Health and Welfare Trust Funds for three (3) full months following termination on an hourly basis in direct relationship to the severance pay received for those employees who secure employment with a contributing Employer in the Pension and Health and Welfare Trust Funds.

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

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

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

If a plant is sold and the successor Employer offers employment to an employee who is otherwise eligible for severance pay under the terms of this Article and the new job is comparable, then no provisions of this Article shall apply.

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

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

In the event of a plant closing, employees shall be allowed to exercise their seniority under their respective layoff procedures. Employees may exercise their seniority rights to bump the least senior employee in their classification in the bargaining unit closest to their home, provided all plants in the effected bargaining unit have closed; however, if they exercise such seniority rights, the provisions of this Article shall be null, void and not applicable.

ARTICLE 51 **BULLETIN BOARD**

The Employer agrees to furnish a bulletin board for the use of the Union within each store. Material placed upon the bulletin board shall be restricted to the following types of notices:

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

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

ARTICLE 52 **UNION STORE CARD**

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

ARTICLE 53
UNIFORMS/EQUIPMENT

The Employer agrees to furnish all linens required for use in the plant and to launder same. The Employer will furnish all required mesh and rubber gloves. The Employer will furnish all knives and they shall be turned into the knife sharpener for sharpening. The Employer agrees to furnish all required safety equipment.

The Employer agrees to furnish up to a maximum of three (3) clean pairs of cotton gloves in good condition, per day, to any employee who turns in those gloves which are dirty or worn out. It is understood that the above shall not apply to sanitation personnel who have historically been provided gloves for work.

The Employer will furnish, when he requires, one (1) pair of rubber boots during the life of this Agreement. The selection of the boots shall be made by the Employer. Employees desiring to purchase a higher quality boot will be allowed a credit towards their purchase to the extent of the cost of the Employer's supplied boot.

The employees, on their part, agree to exercise care in the use of Company property and equipment. Broken or damaged equipment will be replaced by the Employer if such equipment is turned in. It shall be the employee's responsibility to replace lost or misplaced Company issued equipment if not found within a period of one (1) week.

If Company issued equipment is stolen from the employee, the first item of its kind will be replaced by the Employer during the life of this Agreement, but all similar items stolen are the employee's responsibility to replace.

Employees shall be allowed to wear shaded safety glasses while working. Employees shall be allowed to wear wool hats with a requirement of a hair net to be worn over and under the bump cap to protect against the cold.

All Sanitation Chemicals - Employer shall provide proper training in use of chemicals and shall provide proper equipment for use of chemicals as provided by manufacturer. All equipment provided shall be provided to each bargaining unit employee as needed. Copies of MSDS Chemical books shall be in all departments effected.

Personal Radios. Employees may use OSHA-approved radio headsets while working. In the interest of safety, the Company may check headsets to ensure that they are OSHA approved.

Meat cutters and utility employees (when operating forklifts) may not wear headsets.

ARTICLE 54
SAVINGS CLAUSE

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

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

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

ARTICLE 55
WAGE MAINTENANCE

Leadperson differentials shall not be subject to the Wage Maintenance as set forth above.

ARTICLE 56
SAFETY COMMITTEE

Section 1. The Company agrees that, among its safety obligations, it is obligated to provide the following safety items:

Appropriate Personal Protective Equipment (PPE);

Appropriate ergonomic assistance devices, including but not limited to, floor mats where employees are required to stand;

Fall protection equipment for employees who work at least four (4) feet off the work floor;

And any other appropriate health and safety devices for required employee tasks.

Section 2. The Company agrees that it shall provide safety training on not less than an annual basis to every employee. The Company further agrees to maintain written records of all such training, for each employee, and such records shall be made available for inspection by the Union. No employee shall be permitted or

directed to operate a Powered Industrial Truck (PIT) prior to completion of an OSHA-compliant training in PIT operation.

Section 3. The President of the Union, or a designee, shall have the right to visit any place where bargaining unit employees work in order to ensure a safe work environment.

Section 4. The Company recognizes its responsibility to assure that no employee is required to work in any situation in which the employee is unsafe.

Section 5. The Company and Union will establish a safety committee. The Company will name three management members to the committee, and the Union will name an employee from each job classification in the bargaining unit and one non-employee Union representative.

The committee will meet at least every other month for up to 2 hours. Time spent in the meeting will be paid. The meetings will be scheduled more frequently when advisable, and will be held at times which will limit interference with plant operations.

The committee members will encourage employees to submit safety concerns or suggestions to members for the committee's consideration and investigation. The committee may designate concerns or matters for action; steps taken on such concerns or matters will be addressed at the next meeting.

The Company will provide employee members with health and safety training during paid time. **The Company shall also provide each member of the safety committee ten (10) hours of paid OSHA-10 training and sixteen (16) hours of paid safety training to each employee committee participant. The training program will be either classroom or CBT, and the program and location will be mutually agreed upon by the Company and Union.**

ARTICLE 57 **TECHNOLOGICAL CHANGES**

In the Event the Employer introduces technological changes that impact bargaining unit work, ninety (90) days' advance notice of such change, a written description of the change, and its anticipated impact on the workforce, shall be given in writing to the Union. The parties agree that within forty-five (45) days of such notice, they shall meet to discuss the changes, their anticipated impact on the workforce, and any other subject relating to or arising from the technological change in question and the affected employees. The Employer shall provide the Union with all relevant documentation that supports or reflects the proposed change or its impact, no later than ten (10) business days in advance of this meeting.

The Employer shall make every effort to transfer all affected employees to another department.

To the extent that technological change results in the loss of bargaining unit work or positions, the Employer shall attempt to implement such change gradually, to allow for the natural attrition of employees through voluntary separation or retirement.

ARTICLE 58 **DUTY ROTATION**

During the term of this Agreement, the Employer will make a reasonable attempt to rotate the duties of employees, from time to time, within their classifications and their current schedules. Rotation will not be required if medically verified physical limitations will not allow them to perform certain duties within their classifications. Nothing herein shall require the Employer to allow any employee, not physically capable, to perform services.

No employee can bid specific duty or assignment within a given classification.

ARTICLE 59 **MAINTENANCE OF PLANT**

In the event of work stoppage or strike, the Union agrees to permit maintenance or mechanical workers to maintain the machinery and general property of the Employer in working condition, but such employees will not be used for production work.

ARTICLE 60 **PICKETING**

In the event picketing or any other economic activity by the Union or any other union occurs at the Employer's premises, the Union hereby agrees that it will instruct its members to move, transport, and handle, at the Employer's discretion, all perishable commodities for a period of seventy-two (72) hours after such picketing or other economic activity commences. The Union further agrees that during this seventy-two (72) hour period it and its members will not interfere with the movement, transport, or handling of perishable commodities which are to be moved, transported, or handled by its members or by employees who are members of another labor organization. The Business Representative of the Union retains the right to enter the premises to ascertain that only perishable commodities are being moved and that no production work is being performed by bargaining unit employees.

ARTICLE 61 **NEPOTISM**

No supervisor will directly supervise an employee who is a relative. "Relative" means spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, niece, nephew, any corresponding step relation, or cousins.

Employees may not bid on openings in a department where a direct supervisory relationship with a relative would exist. When such relationships are created (for example, by marriage), the employee will be transferred to a job in the same classification in a different department. This shall be effective upon ratification.

Note: Applies to supervisory subordinate situations.

ARTICLE 62
NEUTRALITY AND NO ANTI-UNION PUBLICITY

The Company shall not engage in anti-union publicity and shall remain neutral in any organizing campaign within the state of Colorado and Wyoming.

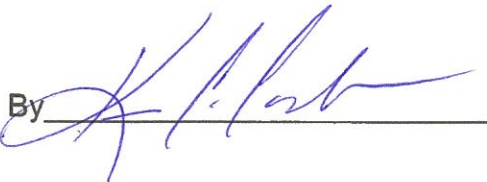
ARTICLE 63
TERM OF AGREEMENT

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 matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

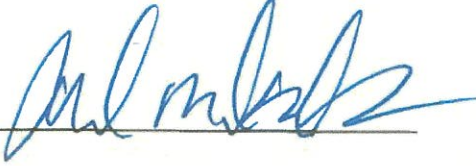
THIS AGREEMENT shall be in full force and effect from **August 16, 2019** and shall remain in full force and effect until midnight **September 10, 2022**, and shall automatically be renewed from year to year thereafter unless either party desires change or termination at the expiration of said Agreement. In such event the party desiring such change or termination shall notify the other party in writing sixty (60) days prior to the expiration date.

IN WITNESS WHEREOF, the parties above-named signed their names and/or affixed the signatures of their authorized representative this 11 day of March, 2021.

UNITED FOOD AND COMMERCIAL WORKERS,
LOCAL 7

By 

DENVER PROCESSING

By 

APPENDIX "A"

The minimum hourly rates of pay for the indicated classifications shall be as set forth below on the dates indicated. The Employer may hire any employee at any rate in the progression schedule at its sole discretion.

Rate Determination

Employees hired before March 6, 2005 who remain in their classification after commencement of this Agreement shall be paid in accordance with the "hired and assigned in the bargaining unit prior to March 6, 2005" wage schedule while they remain in that classification.

Demotions, Step Downs and layoffs: An employee who is demoted, steps down, or who is laid off in accordance with this Agreement, shall be placed back into the same wage schedule in which the employee was working immediately prior to their assignment into management or promotion into the classification from which they are being demoted, stepping down or laid off. In determining the proper progression level for an employee demoted, stepping down, or laid off from a classification with a higher "thereafter" hourly rate to a classification with a lower "thereafter" hourly rate, such affected employee shall be placed in the appropriate progression level in the rate schedule referenced in this paragraph based on their experience in the newly assigned classification, regardless of whether such assigned rate results in a reduction in hourly rate. In determining prior experience hereunder, the Employer will give recognition to the verified number of hours of actual work experience in the same classification which said employee may have performed for the Employer and the verified number of hours of actual work experience on a comparable job which said employee may have performed within the previous five (5) years for any other employer in a similar retail grocery operation.

Rate Determination – Promotions, new hires and new entrants into the bargaining unit: Employees hired into, or assigned to, or promoted to a different classification, the bargaining unit on or after March 5, 2005 shall be assigned to the "EMPLOYEES HIRED INTO THE BARGAINING UNIT OR ASSIGNED OR PROMOTED ON OR AFTER MARCH 6, 2005" wage scale. Employees who are promoted to a different classification after March 5, 2005 shall not receive a reduction in their hourly rate of pay if when promoted to such classification they are being paid an hourly rate of pay greater than the minimum, unless they are above the "thereafter" hourly rate in which case they will immediately be paid the "thereafter" hourly rate. When such employee is paid less than the "thereafter" hourly rate, prior to receiving an increase in their hourly rate of pay, they must work 1,040 hours at their current rate before promotion to the hourly rate in the new classification that would give them an increase in their hourly rate of pay.

Minimum Wage. Effective upon ratification, in the event the municipal, state, or federal minimum wage increases during the effective term of this agreement to a rate greater than the starting rate, the new rate will be at least twenty cents (\$.20) above the minimum wage. There will be no "backfilling of hours".

**APPENDIX "A"
MEAT PLANT RATES**

CLASSIFICATION	Effective	Effective	Effective
	9/8/2019	9/8/2020	9/8/2021
MEAT CUTTERS			
First 1040 Hours	\$14.00	\$15.00	\$15.75
Second 1040 Hours	\$16.67	\$17.67	\$18.42
Third 1040 Hours	\$19.33	\$20.33	\$21.08
Thereafter	\$22.00	\$23.00	\$23.75
Lead Person	\$22.93	\$23.93	\$24.68
UTILITY			
First 1040 Hours	\$14.00	\$15.00	\$15.75
Second 1040 Hours	\$16.10	\$17.10	\$17.85
Third 1040 Hours	\$18.20	\$19.20	\$19.95
Thereafter	\$20.30	\$21.30	\$22.05
Lead Person	\$20.80	\$21.80	\$22.55
PROCESSING			
First 1040 Hours	\$14.00	\$15.00	\$15.75
Second 1040 Hours	\$16.20	\$17.20	\$17.95
Third 1040 Hours	\$18.41	\$19.41	\$20.16
Thereafter	\$20.61	\$21.61	\$22.36
Lead Person	\$21.11	\$22.11	\$22.86
WRAPPER			
First 1040 Hours	\$14.00	\$15.00	\$15.75
Second 1040 Hours	\$15.63	\$16.63	\$17.38
Third 1040 Hours	\$17.26	\$18.26	\$19.01
Thereafter	\$18.89	\$19.89	\$20.64
Lead Person	\$19.39	\$20.39	\$21.14
SPECIAL PROCESSOR			
First 1040 Hours	\$14.00	\$15.00	\$15.75
Second 1040 Hours	\$16.22	\$17.22	\$17.97
Third 1040 Hours	\$18.45	\$19.45	\$20.20
Thereafter	\$20.67	\$21.67	\$22.42
Lead Person	\$21.17	\$22.11	\$22.92
QUALITY TECH 1			
First 1040 Hours	\$14.00	\$15.00	\$15.75
Second 1040 Hours	\$15.63	\$16.63	\$17.38
Third 1040 Hours	\$17.26	\$18.26	\$19.01
Thereafter	\$19.14	\$20.14	\$20.99

QUALITY TECH 2			
First 1040 Hours	\$14.00	\$15.00	\$15.75
Second 1040 Hours	\$16.10	\$17.10	\$17.85
Third 1040 Hours	\$18.20	\$19.20	\$19.95
Thereafter	\$20.80	\$21.80	\$22.55
Lead Person	\$21.30	\$22.30	\$23.05

Employees currently employed on the effective date of this agreement will receive credit for hours worked including prior experience to the appropriate wage rate in this wage scale. No employee will receive a wage decrease as a result of this transition.

Lead Person: The Employer may designate a Leadperson and his pay shall be forty cents (\$0.40) per hour over the top rate of his regular classification. Leadperson shall not execute written employee disciplinary actions.

Boner and Meat Cutter: Cutting, boning, grinding, or preparing all meat, fresh or smoked (beef, veal, pork, lamb, fowl, and rabbits) for immediate human consumption. Operating automated ring knives, manually operated knives, receiving of all carcass meat (beef, veal, lamb) cooler operation of breaking carcasses, dumping carcass meat for saw operator, operates pork chop slicing machine, operating cleaver and dicing equipment, netting of product, knife sharpening. A Meat Cutter shall be paid a premium of forty cents (40¢) per hour for all hours he is assigned to and operates the Bull Saw. Performs other duties as assigned.

Special Processing: Grinding and chopping of boneless beef, batching and preparing hamburger and sausage for grinding, pulling beef trim, boneless beef, bull and cow meat from combo into V mags, pushing, lifting, sorting. Operates fork lift. Performs other duties as assigned.

Processing: Traying of all products, use of chopping machine to make ground product, beef stew machine, cupping of liver, operates cuber and dicer equipment. Operates forklift. Dispenses equipment and knives. Has knowledge of knife sharpening procedures. Performs other duties as assigned.

Utility: Stuffing of sausage, operating of all fork lifts, receiving all meat products except carcass meat, scaling and staging operating all floor scales (which includes knowledge of all products) product inventorying, order selecting any fresh or frozen meat products. Running of all Cryovac equipment, overwrapping of meat products, the actual packing off of processed meat into receptacle for shipment.

Wrapper: Work allotted to wrapping employees shall be confined to wrapping, weighing, pricing, tagging the packages, packing off into baskets at the end of wrapping machine and related duties as assigned in any department.

The employees shall do clean up work in their individual work station.

Extra Employee: Extra or part time employees shall be paid the contract rate in accordance with the job classification.

New Job Classification: When a new job is created by the Employer, the Union shall be notified immediately and a wage rate for such job shall be determined by the Employer and the Union. In case of rate dispute, either party may request arbitration.

APPENDIX B
HEALTH BENEFITS PLAN

Section 1. Trust Fund. The Rocky Mountain UFCW Unions and Employers Health Benefit Trust ("Health Benefit Trust") is a trust fund jointly administered by an equal number of Trustees representing the Employer and the Union. All contributions provided for in this Article will be paid into the Health Benefit Trust. The Trust Fund is to be jointly administered by an equal number of Trustees representing the Employer and the Union. There shall be three (3) Plans of benefits, Plan A, Plan B and Plan C with contributions as provided herein. As a condition of receiving the contributions provided above, the Trustees of the plan will:

1. Establish Plan(s) of benefits, which can be supported by the contributions provided in the Agreement, and
2. Maintain the Trust in a fully funded status as provided herein and in the Trust Agreement

The Trustees shall establish a separate accounting of income and expenses for participants of the Fund who agree in their collective bargaining Agreements to a fixed contribution rate. The Trustees are expressly prohibited from using the contributions of the Employer's contributing on fixed contribution rate basis to pay benefits for participants of other employers who have not adopted these fixed contributions.

Employer Contributions and Benefit Levels. The Employer agrees to contribute the following amounts per month for each eligible employee.

Employer Contributions and Benefit Levels. The Employer agrees to contribute the following amounts per month for each eligible employee.

"Up to" increase on January 1, 2021.

Changes effective June 1	Current	2019 – Hours worked in first month following ratification	January hours payable in February 1/1/2020	January hours payable in February 1/1/2021
Plan A Hired Before 3/5/2005	\$ 807.14	\$ 863.64	\$ 924.09	\$988.78
Plan A Hired After 3/5/2005	\$ 694.33	\$ 742.93	\$ 794.94	\$850.59
Plan B Hired Before 3/5/2005	\$ 645.70	\$ 690.90	\$ 739.26	\$791.01
Plan B Hired After 3/5/2005	\$ 555.47	\$ 594.35	\$ 635.95	\$680.47
Plan C Hired After 3/5/2005	\$ 349.93	\$ 374.43	\$ 400.64	\$428.68

The “up to” rates for 2021 will be determined as follows:

1. Using the latest financial data available as of September 1, 2020, co-consultants will develop a forecast through 12/31/2021.
2. In preparing the forecast, the below trend rates will be used.
3. If the forecast projects an ending balance at 12/31/2021 that is below the target reserve level (average of 1.4 months of expense for the 12 months ending 12/31/2021, plus IBNR at 12/31/2021), then the employer contributions will be increased effective January 2021 so that the ending reserve will be equal to the target reserve.
4. In no event will the increase in the employer contributions rate exceed 7.0%. In no event will the 2021 employer contribution rate be less than the 2020 employer contribution rate.
5. Co-consultants will work together to develop increases that are as close as possible. In the event co-consultants develop materially different estimates, the lowest increase will be implemented while Trustees resolve the differences between the two estimates of the co-consultants. Any arbitration concerning the differences between the two estimates shall be held not more than sixty (60) days following deadlock.

Agreed upon trend:

Year	2019	2020	2021	2022
PPO Medical	6.5%	6.5%	6.5%	6.5%
Prescription Drug	8.0%	8.0%	8.0%	8.0%
Dental	4.0%	4.0%	4.0%	4.0%
Vision	3.0%	3.0%	3.0%	3.0%
Time Loss	0.0%	0.0%	0.0%	0.0%
Kaiser Premium	6.5%	6.5%	6.5%	6.5%
Medicare Advantage	5.0%	5.0%	5.0%	5.0%
Life Premium	0.0%	0.0%	0.0%	0.0%
Provider Access Fees	Actual	Actual	Actual	3.0%
Stop Loss Premiums	Actual	3.0%	3.0%	3.0%
Administration	Actual	3.0%	3.0%	3.0%
Investment Income	2.0%	2.0%	2.0%	2.0%

Employee Co-Premiums. Employees who are eligible to participate and enroll in the Health Plan shall as a condition of such participation make a monthly co-premium payment equal to \$5.00 per week if enrolled in employee only coverage \$10.00 per week if enrolled as employee plus spouse or employee plus children and \$15.00 per week if enrolled in family coverage. Effective January 1, 2013, the required weekly co-premium amounts for all active employees enrolled in the Plan shall become:

\$7.50/week for employee only, \$15/week for employee and children or employee and spouse and \$23/week for employee, spouse and children/family. Such co-premiums shall be made by payroll deduction and forwarded to the Trust Fund on a monthly basis by the Employer.

Enrollment and Eligibility. Effective at the earliest possible date but not later than June 1, 2005, the Plan shall conduct an annual enrollment. To remain enrolled as a participant eligible for plan coverage, each employee who is currently enrolled, or who initially enrolls during the term of the collective bargaining agreement, must re-enroll prior to the start of each succeeding plan year. Employees must make a positive election to enroll in the Plan. Enrollment is for the entire plan of benefits for the Plan and an employee's failure to make a positive enrollment into the Plan shall result in such employee being ineligible for all benefits of the Plan for the remainder of the calendar year or until there has been a qualifying life event, as defined herein, whichever occurs first. During the first enrollment, the Plan will allow a 30-day grace period to allow an employee to enroll who missed the deadline for enrollment.

Effective calendar year enrollment period beginning January 1, 2010, the Plan shall conduct an annual enrollment in accordance with the following procedure.

General Rule

- Currently Enrolled
 - If enrolled for 2009 and no changes desired - need not do anything – terms of enrollment for 2009 remain in effect until coverage under the Plan terminates or until a change is desired.
 - If enrolled and a change is desired - need to timely complete new enrollment form on same basis as in prior years.
 - If not enrolled for 2009, but want to enroll for 2010 or for a subsequent year, need to timely complete enrollment form on same basis as in prior years.
 - Newly eligible employee must initially make a positive election to enroll in the Plan. Terms of initial enrollment will remain in effect until coverage under the Plan terminates or until a change is desired.

Special Rules

- Newly eligible employees – must enroll within 90 days.
- Current special enrollment event rules that remain in effect

- Newly acquired dependent – must enroll within 30 days. The effective date of coverage will be:
- Marriage – the date of marriage.
- Birth of a dependent – the date of birth.
- Adoption or Placement for Adoption of Dependent – date of adoption or placement for adoption.
 - Employee or dependent lose coverage under another plan – must enroll within 30 days (Exception: If loss of coverage is under this Plan, individual has 60 days to enroll under Plan). The effective date of coverage will be the first day of the month following the termination of coverage.
 - Special disenrollment rules that remain in effect:
 - Dependent spouse becomes covered under spouse's employer's plan or employment status so that the spouse is no longer eligible to participate in a health plan sponsored or maintained by his/her employer - Plan must be notified within 60 days of spouse's coverage to discontinue payment of working spouse fee. The cessation of the working spouse fee is prospective only.
 - Disenrollment – if dependent loses status as eligible dependent or an employee or dependent becomes covered under another plan – must disenroll within 60 days of event causing loss of coverage or effective date of coverage under another plan. The reduction in the weekly payroll deduction is prospective only.
 - New procedures/rules.
 - Administration office will need to do semi-annual verification of continuation of student status of known students plus any child who attains age 19 in the spring and fall of each calendar year.
 - For first claim filed by spouse each calendar year, administration office will need to verify working status of spouse and if working, determine if covered by employer's plan.
 - Continuation of Rule Regarding Special Enrollment Events

- Employees currently enrolled in the Plan shall continue to be enrolled in the Plan unless they made a positive election to discontinue their enrollment or change their coverage. A discontinuation in coverage may be made within sixty (60) days of a special enrollment event as defined by the Plan. Administrative office will need to do semi-annual verification.

Employees must initially make a positive election to enroll in the Plan. Enrollment is for the entire plan of benefits for the Plan and an employee's failure to make an initial positive enrollment into the Plan shall result in such employee being ineligible for all benefits of the Plan for the remainder of the calendar year or until there has been a special enrollment event as provided in the Plan's Rules and Regulations, whichever occurs first.

The administrator of the fund will use the enrollment data in order to establish the eligibility of employees and their dependents for participation in plan coverage. None other than those employees contained on the enrollment report shall receive benefits from the Trust without the express authorization of the Trustees. The administrator will promptly notify the Trustees in writing of any instances where coverage has been provided to persons who are not included in the enrollment data, or where a claim for payment has been submitted by or on behalf of such person.

The Fund will audit its enrollment and claims records at least once within each 24 month period to ensure that no employees of the Employer, or the dependents of such employees, are participating in plan coverage for which they are not eligible and to ascertain that claims and other plan expenses are being paid in accordance with the Plan's provisions.

Initial Eligibility – Part-time employees hired before March 6, 2005 who on March 5, 2005 have met the initial eligibility requirement for benefits under the Trust will continue to be eligible for coverage provided the employee enrolls in the Plan beginning in 2005, and further provided the employee has made the required employee co-premium payment. Such employees shall continue to be eligible for Plan A if such employee was eligible for Plan A on March 5, 2005. Employees who were eligible for and were participating in Plan B on March 5, 2005, shall participate in Plan B until such employee has been covered under such Plan B for 24 months. Thereafter, such employee may advance to Plan A provided they continue to enroll and meet the eligibility requirements of the Plan. Employees hired on or before March 5, 2005, who are not eligible for coverage as of March 5, 2005 shall be required to meet initial eligibility for Plan B, and subsequent eligibility to begin participation in Plan A, as provided in the predecessor agreement which terminated in 2004.

All part-time employees (excluding Courtesy Clerks) and their eligible dependents hired on or after March 6, 2005 shall, beginning the first of the month following 12 calendar months of employment (but not before January 1, 2010 with regard to their eligible dependents), be eligible to enroll and participate in the Health Plan, under the Health Plan C. Upon

completion of the first (36) months of eligibility under Plan C, such employee and their eligible dependents may enroll in Plan B for the next (36) months of eligibility under Plan B. Thereafter, provided the employee continues to maintain eligibility, such employee and their eligible dependents may enroll and participate in Plan A.

Full-time employees shall on the first of the month following 3 months of employment, be eligible to enroll with their eligible dependents in Plan B, and after (36) months of eligibility under Plan B, shall be allowed to enroll with their eligible dependents in Plan A.

On-going Eligibility – After satisfying initial eligibility requirement provisions and enrollment in the Health Plan, the employee must continue to meet the monthly on-going eligibility requirements as a condition of continued participation in the Health Plan. Enrolled employees who work (80) hours in a (4) week month or (100) hours in a (5) week month shall be eligible for coverage on a lag month basis. For the purposes of this Article, hours worked shall include hours paid directly by the Company for **overtime**, holiday, vacation, jury duty, funeral leave and sick pay.

Employees shall continue to be eligible for benefits provided they enroll for coverage in accordance with this Article. In any event, all employees must continue to meet all eligibility requirements of the Plan as a condition of continued eligibility.

Trust Plan Changes – The Trustees at the earliest possible date but not later than June 1, 2005 shall revise the plan of benefits to include:

1. The Plan's current coordination of benefits provision and credit balance system shall be replaced with a coordination of benefit provision that limits payment to the maximum payable under the Plan.
2. The Plan shall adopt a fee of \$100 per month for a spouse of a covered employee who is eligible to enroll in health coverage at their employer, but fails to do so, as a condition of enrollment in this Plan.
3. Adopt the long term funding policy contained herein.
4. The Parties agree to adopt true managed care approaches to providing mental/nervous and physical benefits under the Plan. The Plan Administrator should not perform such managed care.
5. The Parties will adopt cost control measures that will aid the Fund in managing costs within the contributions provided by the Employers and Participants to this Plan.

Effective January 1, 2010, the Trustees of the Plan shall be directed to adopt the following modifications to the active plan(s) of benefits:

Health and Care Management

Direct Trustees to Implement Integrated Health and Care Management Programs. The programs shall be designed to progress over the term of the Agreement to "best-in-class" levels with respect to the key characteristics listed below:

- Quality education campaign for all participants
 - Superior participant communications, including robust web tools
 - Superior participant information tools
 - Analytics measuring participation, compliance, and results
 - Very strong comprehensiveness of programs
 - High levels of integration
 - Strong physician behavior change mechanisms
 - Significant levels of medical and drug trend reduction
1. Establish a health risk assessment questionnaire to be completed annually. If employee and spouse complete annually, such employee's co-premium to the Plan shall be reduced \$5 per month for each employee and spouse (max \$10) for that enrollment's calendar year. An HRQ must be completed each year during enrollment to be eligible to receive the HRQ incentive for each year. During the term of this Agreement, the Trustees may, by mutual agreement, reallocate the HRQ incentive amounts provided above.
 2. Establish 24-hour nurse call-in line and/or medical decision support.
 3. Develop a medical management program that targets high-risk participants with chronic diseases such as diabetes, obesity, asthma and cardiovascular disease. In order to encourage participant engagement in such programs and to enhance the goal of improving health status a series of incentives must be developed.

There is recognition that incentives may take various forms and will likely evolve and change over time based on program experience with a goal of maximizing program effectiveness and reducing health costs and medical trend. The initial focus will be a thorough educational campaign in connection with program roll out.

4. Establish free and/or reduced cost educational programs such as:
 - a. Weight management
 - b. Smoking cessation
 - c. High cholesterol
5. Reduce prescription drug co-pays as shown below for participants taking maintenance drugs (and related supplies

which require a prescription) for certain disease states which would include categories of drugs such as:

- a. Hypertension
- b. High cholesterol
- c. Diabetes control drugs
- d. Asthma
- e. Glaucoma
- f. Osteoporosis

Drug Class	Co-Pay
Generic	\$2.50
Formulary Brand	\$10
Nonformulary Brand	\$20

It is understood that the Plan's consultants will continue to evaluate the effectiveness of including these scheduled drug categories on Plan costs and based on their recommendations the Trustees may remove drugs from this list and/or add other categories of drugs consistent with the objective of increasing compliance with prescribed drug therapies which will lower plan costs and trend.

- 6. Complex/Catastrophic Care Management to provide case management of the entire health care and treatment for participants with high-risk health conditions.
- 7. Preventive health care at medically appropriate times (see below)

Service	PPO coverage (In-network)
Mammography	Plan pays 100%
Routine Annual Physical Exam	Plan pays 100%
Well-baby care	Plan pays 100%
Childhood Immunizations	Plan pays 100%
Papanicolaou (Pap) smear and pelvic examination	Plan pays 100%
Prostate specific antigen (PSA) testing	Plan pays 100%
Colonoscopy	Plan pays 100%

Utilize nationally recognized guidelines as a basis for coverage.

Long Term Funding Policy

- 1. The parties recommend to the trustees that a Minimum Reserve Requirement be established equal to IBNR reserves plus a lag month reserve. The Fund consultants shall calculate the IBNR and lag month reserve requirement at least once every twelve months beginning on (date) and report these amounts to the Trustees at their next regularly scheduled meeting. Any withdrawing employer shall reimburse the Fund for their participants claims run off.

2. If the market value of the assets at any twelve-month review point is ever below the calculated IBNR level as calculated by the Fund consultants, then the Fund consultants shall prepare recommendations for benefit plan redesign and/or employee co-premium contributions such that the dollar amount of any such deficiency will be fully recovered by the end of the 12-month period beginning after the trustee meeting in which the deficiency is first projected.
3. No changes are permitted that would violate any contractual agreement between the Fund and any third party vendor.
4. If the Fund consultants cannot agree on a recommended plan of benefit redesign and/or employee co-premium contributions, and the Trustees cannot agree to a corrective action plan, by virtue of deadlock motions, then the trustees must act to adopt the recommended corrective action plan that has the least adverse impact on plan participants, however, one set of Trustees may exercise the Fund's dispute resolution procedure on an expedited basis to determine if other corrective actions must be taken.
5. The minimum reserve target defined above is solely meant to be a "floor". It is not also a "ceiling". That is, no Trustee action is required or expected in the event that reserve levels are above the minimum reserve target.
6. The Long Term Funding Policy provisions of this Article are suspended for the period of May 11, 2012 through and including September 12, 2015.

Extended Benefits. An employee who has been eligible for benefits for six (6) months or more immediately prior to becoming physically disabled and thereby unable to work, shall continue to be eligible for benefits during his continuing period of disability, up to a maximum of six (6) months.

Retiree's Benefits. The Employer will contribute eighteen dollars and thirty-four cents (\$18.34) per month per eligible active bargaining unit employee, covered under this Agreement, in the Health Plan to subsidize the self-pay costs of providing Health and Welfare benefits to eligible retirees under the Rocky Mountain UFCW Unions and Employers Health Benefit Plan (the "Retiree's Health Plan").

Effective for employees who retire on or after October 1, 1996, the eligibility requirements for participation in Retiree's Health Plan shall be:

Employees retiring on or after October 1, 1996, must have a combined total of 15 years of service and have attained age 50, or be totally disabled, at the time of his termination of employment.

Trust Plan Changes. The Trustees of the Plan shall be directed to make the following adjustments to the benefits of the Plan:

- i. Effective January 1, 2016 increase the disability benefit cap to \$300.
- ii. **Effective January 1, 2020, Plan B's dental benefit shall become identical to the dental benefit for Plan A. Effective January 1, 2020, any employee and their dependents who are enrolled in Plan B shall receive the improved dental benefit.**

LETTER OF UNDERSTANDING
HEALTH & WELFARE CONTRIBUTIONS
RECITALS

A. Denver Processing (the "Employer") and the United Food and Commercial Workers Local 7 (the "Union") are party to various collective bargaining agreements (the CBAs").

B. Pursuant to the CBAs, the Employer makes contributions on a monthly basis to the United Food and Commercial Workers Welfare Trust (the "Plan") on behalf of specified bargaining unit employees who work 80 or more hours in a four week month or 100 or more hours in a five week month.

C. The contribution presently required to be made to the Plan by the CBAs is expressed as a monthly dollar amount that commences with hours worked after the employee completes their initial eligibility period (the "Monthly Rate").

D. The undersigned parties desire to modify the contribution structure to convert the Monthly Rate to an equivalent hourly contribution rate commencing at date of hire (the "Hourly Rate") pursuant to the methodology outlined below, with the express intent of maintaining the overall economic terms of the CBAs by requiring a monthly reconciliation to ensure the amount contributed each month pursuant to the new Hourly Rate structure equals the amount that would have been contributed under the Monthly Rate structure.

AGREEMENT

The undersigned parties hereby agree as follows:

1. Effective December 1, 2015 (November hours) the Monthly Rate shall be converted to an equivalent Hourly Rate commencing with an employee's first hour of employment pursuant to the methodology outlined below. The undersigned parties agree the Hourly Rate provided for herein shall supplant and replace the Monthly Rate specified in the CBAs, and the Employer shall have no additional obligation to contribute to the Plan beyond the Hourly Rate (subject to the monthly reconciliation provided for herein).

2. The Monthly Rate shall be converted to an equivalent Hourly Rate as follows:

(a) The Employer shall calculate the Hourly Rate. Each participating Employer at its option may have the Plan's Consultant calculate the Hourly Rate. The Hourly Rate shall be the amount projected by the Plan's consultant to provide an equivalent dollar amount of monthly contributions to the Plan as would have been made had the Monthly Rate and contribution rules remained in effect.

(b) The Employer shall calculate the Hourly Rate to be effective commencing with hours worked November 2015. The Plan's consultant shall thereafter update his calculation of the projected Hourly Rate each January 1 and July 1 (or such other dates as determined as necessary and appropriate by the Plan's Trustees) based on Plan experience for such employer, and such updated Hourly Rate shall become effective when approved by the Plan's Trustees.

(c) To maintain the overall economic terms of the CBAs, the undersigned parties agree the Employer or Plan Administrator if assigned the task by an Employer shall reconcile contributions on a monthly basis to compare the amount actually contributed by the Employer pursuant to the Hourly Rate each month relative to the amount that the Employer would have contributed had the Monthly Rate remained in effect for such month. The Employer will determine by the last day of each month whether the amount contributed to the Plan in such month pursuant to the Hourly Rate structure was more or less than would have been paid pursuant to the Monthly Rate structure. To the extent the amount of the Employer's actual Hourly Rate contributions for a month exceed the amount the Employer would have contributed had the Monthly Rate remained in effect for such month, then the Employer shall be entitled to a credit in the amount of such excess against contributions due for the following month.

EXAMPLE ONE: EMPLOYER CONTRIBUTES \$50,000 TO THE PLAN ON APRIL 10 FOR MARCH HOURS. EMPLOYER OR PLAN ADMINISTRATOR RECONCILES AND IF THE EMPLOYER OR PLAN ADMINISTRATOR DETERMINES EMPLOYER WOULD HAVE PAID \$48,000 HAD MONTHLY RATE STRUCTURE BEEN IN EFFECT FOR THE MONTH, EMPLOYER WILL BE ENTITLED TO \$2,000 CREDIT TO BE TAKEN AGAINST CONTRIBUTION DUE IN MAY FOR APRIL HOURS. Conversely, to the extent the amount of the Employer's actual Hourly Rate contributions for a month are less than the amount the Employer would have contributed had the Monthly Rate remained in effect for such month, then the Employer shall pay the amount of such difference to the Plan as an additional contribution, with such amount due for the following month.

EXAMPLE TWO: EMPLOYER CONTRIBUTES \$50,000 TO THE PLAN ON APRIL 10 FOR MARCH HOURS. EMPLOYER OR PLAN ADMINISTRATOR RECONCILES AND IF THE EMPLOYER OR PLAN ADMINISTRATOR DETERMINES EMPLOYER WOULD HAVE PAID \$54,000 HAD MONTHLY RATE STRUCTURE BEEN IN EFFECT FOR THE MONTH, EMPLOYER WILL CONTRIBUTE AN ADDITIONAL \$4,000 WITH THE CONTRIBUTION DUE IN MAY FOR APRIL HOURS.

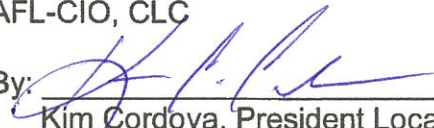
(d) Notwithstanding the foregoing, all other terms of the CBAs with respect to the amount of the Employer and employee contributions payable to the Plan shall remain in effect.

3. The Employer shall pay the Hourly Rate to the Plan on behalf of those employees covered by the CBAs (even if such employees have not yet satisfied the eligibility requirements to qualify for initial Plan eligibility) beginning with the first hour worked with the Employer in such an eligible

position. The hours for which the Employer shall be obligated to contribute the Hourly Rate to the Plan shall be the same hours that are credited under the CBAs for purposes of determining whether employees satisfy the 80-hour, or 100-hour, qualifiers for receiving the prior Monthly Rate contributions. However, employees shall not be required to work such 80 hours, or 100 hours, to qualify for the Hourly Rate contribution. The Employer shall continue to report credited hours to the Plan on a monthly basis, and the contribution amount shall continue to be payable each month by the deadline required under the CBAs.

4. The Employer agrees that its contributions tendered pursuant to this Agreement are subject to audit by the Fund's auditor. The Employer further agrees to reimburse the Fund Administrator for any administrative expense it incurs in the processing of these contributions with the understanding that there shall be no reimbursement of the Fund auditor by the Employer for audits conducted pursuant to this provision.

UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL #7
AFL-CIO, CLC

By: 
Kim Cordova, President Local 7
International Union Vice President

Date: 3/11/2021

DENVER PROCESSING, INC.

By: 
Daniel Kirk

Date: 3/11/2021

APPENDIX C
PENSION FUND

Section 1. Employer Contributions. Effective December 1, 2015, the base pension contribution rate for all contracts shall be increased to one dollar and twenty-five cents (\$1.25) per hour (based on preceding month hours). Effective December 1, 2015 (November hours), the base contribution rate shall be reduced to one dollar and five cents (\$1.05) per hour. Such reduced contribution shall continue through the payment made in November 2018 (October hours). Effective December 1, 2018 (November hours) the base contribution rate shall return to one dollar and twenty-five cents (\$1.25). For all employees covered by this Agreement, the Employer shall pay into a Employer-Union pension fund which shall be jointly administered by the Union and the Employer as set forth in the trust agreement establishing such Pension Fund.

Effective February, 2020 (January hours), the Employer contribution rate will be increased by \$0.25 per hour. Effective February, 2021 (January hours), the Employer contribution rate will be increased by an additional \$0.10 per hour.

In addition to those increases, at the time of the completion of the 2020 Pension Protection Act certification, the co-actuaries will calculate the 2019 market return and the Employer shall make a conditional lump sum contribution based on all pension contribution hours, (not to include Courtesy Clerks), worked during the period January through December 2019.

i. If the return is equal to or exceeds 10.25%, no conditional lump sum contribution shall be required.

ii. If the return is equal to or exceeds 9.25%, but is less than 10.25%, a \$0.05 additional contribution per hour shall be required.

iii. If the return is equal to or exceeds 8%, but is less than 9.25%, a \$0.10 additional contribution per hour shall be required.

iv. If the return is less than 8%, a \$0.15 additional contribution per hour shall be required.

The payment will be made within 60 days following completion of the 2020 Pension Protection Act certification.

Section 2. Long-Term Funding Policy. The parties agree to direct the Trustees of the Pension Plan to use their best effort to effect a merger with the Denver Area Meatcutters Pension Fund with the Rocky Mountain UFCW Union and Employers Pension Plan with the objective of accomplishing the merger on or about July 1, 2016 and give full authority to effectuate such merger to the Board of Trustees of the two pension plans without further approval of the parties of this Agreement.

Section 3. Said Pension Fund shall be used to provide benefit pensions for eligible employees of the Employer as provided in a Pension Plan, the terms and provisions of which are to be agreed upon by the parties

hereto; said Pension Plan shall, among other things, provide that all benefits under the Plan and costs, charges and expenses of administering the Plan and all taxes levied or assessed upon or in respect of said Plan or Trust or any income there from shall be paid out of the Pension Fund.

Section 4. Said Pension Plan and the Trust Agreement establishing the Pension Fund have been submitted to the United States Treasury Department and the United States Department of Labor for the approval and rulings satisfactory to the Employer, that said Plan is qualified under I.R.C. Section 401, et seq. and that no part of such payments shall be included in the regular rate of pay of any employee.

Section 5. If for any reason, the United States Treasury Department and the United States Department of Labor withholds approval and rulings satisfactory to the Employer, the parties to this Agreement hereto agree to negotiate other fringe benefits or wage increases in the amount equal to the cents per hour provided for in this Article for all hours worked at straight-time in lieu of payments into the Pension Fund.

Section 6. The Employer shall be represented by its employees, or some other representative on the Board of Trustees administering such Pension Plan. A copy of the Trust Agreement and any amendments thereto shall be made a part hereto as if herein at length set forth, when adopted.

Section 7. The Trustees shall be directed to modify the Plan to provide for the ability of Courtesy Clerks to earn benefit accruals on a prospective basis. For courtesy Clerks on the payroll as of the date of ratification, the Trustees shall be directed to apply the greater of the current benefit accrual for Courtesy Clerks or the provisions contained herein for each service year whichever is greater. The Courtesy Clerk accrual shall be equal to \$30 per month per year of service. Direct the Trustees to amend the plan to modify plan eligibility for courtesy clerks to reflect eligibility with first hour worked effective 1/1/16 on a prospective basis.

Section 8. The Trustees shall be directed to modify the Plan's accrual rates effective January 1, 2016 to thirty dollars (\$30.00) per month for future years of service.

Section 9. At the trust meeting set no more than six (6) months prior to the expiration of the 2015-2019 contract, the actuaries are to determine the contribution rate necessary to continue funding current benefits and to maintain PPA green zone status for at least the next ten years. In the event the actuaries determine that a lower contribution rate is sufficient to continue current benefits, the Union and the Employers will share equally the excess funding. The Union may increase the accrual rate and the Employers' contribution rate will be redacted in an equal manner and amount, based on actuarial equivalence. Nothing in this section should be constituted as an agreement to increase the pension contribution rate above the agreed upon basis set forth above.

APPENDIX C

Denver Area Meatcutters UFCW Unions and Employers Pension Fund Schedule of Contributions and Benefits

Rehabilitation Plan – 2009 Plan Year Alternate Schedule

Contribution and Benefit Adjustments

- Total contribution rate of one dollar and fifty-one cents (\$1.51) per hour on January 1, 2010 (December hours). All contributions are deemed to be inclusive of any surcharges, deficiency, and/or excise tax any time after entering Critical Status.
- In the event the Board of Trustees adopts New Hire Benefits, the total contribution rate will increase to one dollar and sixty-one cents (\$1.61) per hour effective with the adoption of such benefit.
- Elimination of 100% of the value of all adjustable benefits on all accrued benefits and future benefit accruals to the maximum permitted by law, except as noted below. Adjustable benefits to be eliminated include the following:
 - Rule of 85 Pension;
 - Subsidized Early Retirement Reduction Factors;
 - Age 60 Supplement;
 - Post-Retirement Death Benefits in Excess of QJSA (including Three Year Certain & Life benefit and the Five Year Certain & Life benefit);
 - Pre-Retirement Death Benefits in Excess of QPSA (including the \$2,000 lump sum return of contributions death benefit);
 - Payment options other than Single Life Annuity and QJSA; and
 - All other adjustable benefits within the meaning of Code section 432(e)(8)(A)(iv) (other than Disability Pension and modified Rule of 80 Pension as described below).
- The following adjustable benefits shall be retained:
 - Disability Pension; and
 - Rule of 80 Pension, except that this benefit will be modified to require that a Participant must have attained age 55 at his Termination date in order to be eligible.
- Reduction of future benefit accruals to \$30 per month of credited service for credited service on or after January 1, 2010.
- Benefit reductions effective January 1, 2010

Rehabilitation Period
January 1, 2010 through December 31, 2022.
Plan to Emerge from the Red Zone and Annual Benchmarks to Assess Progress Toward Emergence
<p>The Plan's actuaries certify that the Contribution and Benefit Adjustments shown above are sufficient for the Plan to emerge from the Red Zone at the end of the Rehabilitation Period based on the funded status of the Plan as of January 1, 2009 before the addition of any New Hire benefits. In the event that the New Hire benefits are implemented, the Plan's actuaries certify that with the additional contributions specifically designated to fund the New Hire benefits, the plan is still reasonably expected to emerge from Critical Status after such benefit increases, as shown in the annual benchmarks including the New Hire benefits. These schedules will be updated as needed throughout the Rehabilitation Period. Progress toward emergence from the Red Zone will be measured by the Plan's Funding Standard Account Credit (Deficiency) Balance being greater than (less than) the amounts in the following projections. These projections have been made in accordance with the provisions of the Pension Protection Act of 2006 including:</p> <ul style="list-style-type: none">• Contribution rates in accordance with the Collective Bargaining Agreement effective for hours worked in December 2009 payable in January 2010.• An assumption of the same number of contributable hours as reported for the actuarial valuation as of 1/1/2008. The reasonableness of this assumption has been verified by the Trustees.• No market related investment gains or losses from 9/30/2009 forward and no other actuarial gains or losses from 1/1/2009 forward.

APPENDIX C

Denver Area Meatcutters UFCW Unions & Employers Pension Plan
Annual Benchmarks for Emergence from the Red Zone

As of	Funding Standard Account Credit (Deficiency) Balance	Funding Standard Account Credit (Deficiency) Balance With New Hire Benefits
12/31/2010	\$ 20,082,000	\$ 20,219,000
12/31/2011	22,099,000	22,345,000
12/31/2012	21,184,000	21,514,000
12/31/2013	17,344,000	17,735,000
12/31/2014	12,909,000	13,340,000
12/31/2015	6,771,000	7,222,000
12/31/2016	1,174,000	1,624,000
12/31/2017	(2,294,000)	(1,865,000)
12/31/2018	(3,510,000)	(3,122,000)
12/31/2019	(2,483,000)	(2,157,000)
12/31/2020	(1,808,000)	(1,565,000)
12/31/2021	(1,329,000)	(1,190,000)
12/31/2022	51,000	65,000
12/31/2023	783,000	648,000
12/31/2024	5,395,000	5,090,000
12/31/2025	7,826,000	7,549,000
12/31/2026	12,275,000	12,019,000

LETTER OF AGREEMENT

The above named parties hereby agree that within six (6) months following execution of this Agreement the parties shall meet to explore development of an apprenticeship program.

LETTER OF AGREEMENT

The above named parties hereby agree that the Employer retains the right to open for negotiations any portion of the Agreement as it applies to the Meat Plant upon ten (10) days written notice to the Union should the Employer deem it reasonable to make changes to said Agreement to address ergonomic concerns raised by OSHA. Failing to reach agreement within forty-five (45) days of said written notice, thereafter the Employer may submit the dispute to final offer interest arbitration by notifying the Union in writing.

LETTER OF UNDERSTANDING

BREAK PERIODS

Employees' contractual 15-minute break period is extended to eighteen (18) minutes by agreement between Denver Processing and Local No. 7. This 18-minute break period includes travel back and forth to your workstation. Employees will be expected to be back at their workstation, ready to work, 18 minutes from the start of their break.

Violation of this procedure will result in disciplinary action, up to and including discharge.

If this change does not resolve the concerns existent over travel time back and forth to your work station, the company reserves the right to revert back to the contract and its former position in this regard.

LETTER OF AGREEMENT

EMPLOYEE BUYOUT

The Employer, at its discretion, may establish a buyout program as follows:

1. Employees with ten (10) or more years of service who elect his buyout by a date determined by the Employer and who work through their release date.
 - \$500 per year of service – Part-time employees
 - \$1,000 per year of service – Full-time employees
2. Employer retains the right upon notification to the Union to:
 - establish offer dates and release dates
 - terminate or extend the program
 - require employees to sign a waiver and release
 - limit the maximum payout under this program to any employee to 20 years of service
3. The employer may limit, by bargaining unit, the number of employees who can take this buyout at each store or facility. If more employees elect than permitted – Go by seniority.
4. Program not subject to Grievance and Arbitration Procedure

LETTER OF AGREEMENT

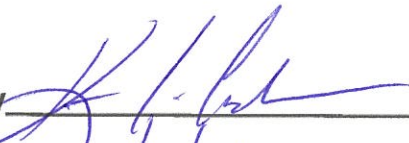
JLM

The Employer and the Union shall establish a Joint Labor-Management Committee to discuss the following pending items:

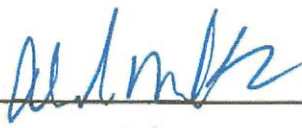
- a. Consecutive scheduled days off, to include weekends, which account for workload, sales, special promotion events and add-ons, and full-time/part-time ratio
- b. Retention/Referral bonus
- c. Potential attendance incentive program
- d. Apprenticeship
- e. Bid jobs for shipping
- f. Potential production standards which account for workload distribution and safety
- g. Production standard incentive program

The meeting shall occur within 90 days of ratification of the agreement. The parties agree to meet and bargain in good faith and work towards a resolution to address the outstanding issues. The Employer's representatives will include its two Executive Vice Presidents.

**UNITED FOOD AND COMMERCIAL WORKERS,
LOCAL 7**

By 
Date 3/11/21

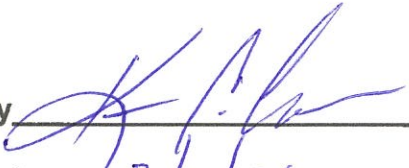
DENVER PROCESSING

By 
Date 3/11/2021

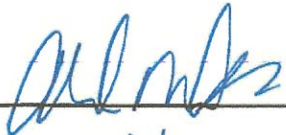
LETTER OF UNDERSTANDING
BREAKS AND LUNCH

The Company and Union will agree to a Letter of Understanding which will allow quality employees to take lunch and breaks with their lines without clocking in and out, except for grinds, sausage and beef where checks are required. The Company and Union will include an agreement on a scheduled for performing these required checks.

**UNITED FOOD AND COMMERCIAL WORKERS,
LOCAL 7**

By  _____
Date 3/11/21

DENVER PROCESSING

By  _____
Date 3/11/2021

