

**Tentative Agreements Between  
UFCW Local 7 and Denver Processing**

**Memorandum of Agreement  
Between  
UFCW Local 7 And  
Denver Processing**

United Food and Commercial Workers Local 7 (the “Union”) and Denver Processing LLC (the “Company”) are parties to a Collective Bargaining Agreement (the “CBA”). The parties have met and reached tentative agreements for a new CBA. Such new CBA shall contain the provisions of the current CBA between the parties, except as modified herein and in the attached documents entitled “Tentative Agreement(s),” as well as any and all documents attached to, or incorporated by reference into, said Tentative Agreement(s). The new CBA shall have a term of September 11, 2022 through 11:59 p.m. Mountain Time September 6, 2025.

This Memorandum of Agreement and its attached Tentative Agreements, and the current CBA, as modified herein, represent the entire agreement between the parties. Any Union proposal not identified or addressed herein shall be deemed withdrawn. Any proposal of the Employer not identified or addressed herein shall be deemed withdrawn. The modification or withdrawal of any proposal in these negotiations shall not be used as evidence in any arbitration or other proceeding.

The parties reserve the right to correct any drafting errors or omissions in this Agreement, and agree that Article and Section numbering may be updated.

The Union, its officers, and bargaining committee agree to recommend and support the ratification of this Agreement.

This Agreement is only effective upon ratification by the Union.

Effective upon ratification, all employees shall be classified as full time. In addition to the below proposals, eliminate all references (except in Appendix B) to part-time employees, and modify references to full-time employees to indicate that the same apply to all employees.

The undersigned parties agree that the wage rates contained in Appendix A of the Collective Bargaining Agreement shall be updated with the rates attached hereto. All Quality Tech 1s shall be re-classified as Quality Tech 2 retroactive to September 11, 2022, and shall receive the Quality Tech 2 newly-negotiated rate of pay.

There shall be no reset of hours as result of the wage increases set forth herein.

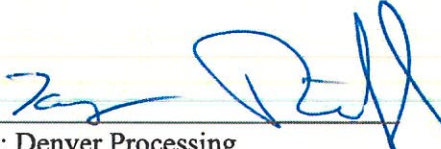
All wage increases and premiums will be retroactive to September 11, 2022. All retroactive pay shall be paid within thirty (30) days of ratification of a new CBA.

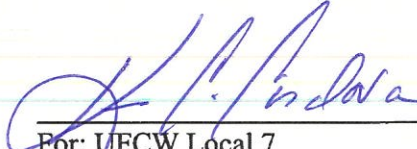
The parties agree to carry forward all existing Letters of Understanding and Letters of Agreement, specifically including any Letters of Agreement reached during the term of the 2019-2022 agreement, except as otherwise tentatively agreed to herein.

The Parties agree to make the following language changes. Underlined red language represents

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additions, strike throughs represent deletions. All other language, including language which does not appear herein, remains unchanged.

  
\_\_\_\_\_  
For: Denver Processing

  
\_\_\_\_\_  
For: UFCW Local 7

12-15-2022  
\_\_\_\_\_  
Date

12-15-2022  
\_\_\_\_\_  
Date

**ARTICLE 11  
WORKWEEK**

The workweek shall coincide with the calendar week.

It is understood that the pay week shall start at 12:01 a.m. on Monday and end at midnight Sunday evening. It is clearly understood that the Company may, with two (2) weeks' prior notice to the Union, modify the pay week to begin at 12:01 a.m. on Sunday and end at midnight Saturday evening, so long as no employee loses any pay or other benefit as a result of the change.

Forty (40) hours to be worked in any five (5) eight (8) hour days shall be the basic workweek for regular full-time employees. It is understood and agreed that the basic workday or the basic workweek are not to be interpreted as either a daily or weekly guarantee, nor does it restrict the amount of time an employee can be required to work. 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.

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Prior to implementing any regular set schedule of ten (10) hours or more, the Company agrees to notify the Union two (2) weeks prior to offering such schedule.

Employees who are regularly scheduled to work an established regular set schedule of ten (10) hours or more:

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 15**  
**NIGHT PREMIUM**

A premium of ~~one dollar (\$1.00)~~ two dollars (\$2.00) 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**

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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 E~~mployees 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 who call in and elect to use a personal holiday shall not be assessed any absenteeism points.

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

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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:

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1. Daily vacation may not be scheduled through the annual sign-up procedure.
2. Daily vacation must be requested of the Operations Manager or designee ~~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 separates from the Company, 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 all accrued 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.

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).

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

In the event that an employee has more than one (1) week of vacation left unscheduled by sixty (60) days after January 31, the Company may schedule such vacation (in excess of one week) on their behalf. Changes to the scheduled vacation may be made by mutual agreement between the Company and the employee. At the end of an employee's anniversary year, the Company may payout any accrued and unused time or roll said time over into the following year. The Company shall apply the option to all employees. The Company shall make the determination each calendar year whether accrued and unused vacation shall roll-over or be paid out. This decision shall be made by December 31 of the previous calendar year, and the Company shall notify the Union of the same.

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 department** not later than 9:00 a.m. on Friday. This schedule shall include the employee's first initial and last name. At the time the schedule is posted on Friday, the Company must indicate in writing, on the schedule, if the Company intends to utilize a reduction week in accordance with Article 20 of this Agreement. The Company shall provide written notice to the President of the Union (or designee) of the reduced week the same day as the posting. 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.

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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 20**  
**MINIMUM WEEKLY SCHEDULE**

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

**Section 1**

The Company will provide each employee at least thirty-two (32) hours of pay at the employee's straight-time hourly rate during the workweek. Hours employees are absent for any reason will be deducted from such thirty-two (32) hours. The Guarantee will also be reduced by eight (8) hours for each shift in which the plant is unable to operate because of government acts or actions that prevent the Company from operating for more than one shift, storm, flood, fire, explosion, power failure, strikes, or boycotts by any labor union, or other unusual emergencies. The Company shall provide information to substantiate their position.

Hours of work (or pay) for the purpose of the Guarantee will include all hours paid, including, but not limited to, paid rest periods, time spent donning and doffing, vacations, holidays, funeral leave, jury duty, and over-time of all kinds reduced to the equivalent straight-time.

**Section 2**

The guaranteed workweek shall apply only to those employees who have completed the probationary period by the start of the workweek.

**Section 3**

The Company may notify employees of a shorter workweek on or before 9:00 a.m. of the Friday of the prior week, in which event the guarantee shall, up to a maximum of eighteen (18) weeks during each contract year, be reduced to twenty-four (24) hours (effective September 10, 2023 twenty-six (26) hours, effective September 8, 2024 twenty-eight (28) hours) of pay at their regular straight-time rate unless the plant is unable to operate because of contingencies enumerated in Section 1 above. While the notice may be given for any week, the number of weeks in each contract year in which the employees are actually paid less than the guarantee, will not exceed eighteen (18) weeks in each department.



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In the event that employees are scheduled to work more than the applicable reduced hours in a scheduled reduced guarantee week, it shall still be deducted from the total reduced guarantee weeks available to the Company.

**Section 4**

Employees displaced or recalled because of operations of the seniority provisions of this Agreement shall receive pay for only those hours worked in the week of such displacement or recall.

**ARTICLE 25  
RELIEF PERIODS**

All employees shall be allowed a fifteen (15) minute break period during the first (1<sup>st</sup>) four (4) hours of the shift and a fifteen (15) minute break period during the second (2<sup>nd</sup>) four (4) hours of the shift. No employee who works more than six (6) hours in a shift shall receive less than two (2) – fifteen (15) minute break periods.

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 27  
SENIORITY**

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~~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~~

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~~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.~~

~~**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.~~

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**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

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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.~~

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~~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 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

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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.~~

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**ARTICLE 38  
SICK LEAVE**

Delete current language and replace with:

**Section 1. Sick Leave Balance.** All employees employed as of December 31, 2020 shall be entitled to carry forward any accrued and unused sick leave balance existing in their banks as of the effective date of this Agreement.

**Section 2. Sick Leave from January 1, 2021.** The Company has credited or will credit forty-eight (48) hours into each employee's sick bank on January 1, 2021 and January 1, 2022 (and pro-rated<sup>1</sup> at the time of hiring if hired during the calendar year). Commencing on January 1, 2023, and on each January 1 thereafter, the Company will credit forty-eight (48) hours into each employee's sick bank (or the pro-rated amount for any employee hired during the calendar year). The Company may convert from a front-loaded sick leave system to an accrual-based sick leave system, so long as it provides 90 days' written notice to the President of the Union or their designee.

Employees hired on or before March 6, 2005 shall not be entitled to accumulate more than six hundred (600) hours of paid sick leave at any one time. Employees hired after March 6, 2005 shall not be entitled to accumulate more than four hundred eighty (480) hours of paid sick leave at any one time.

**Section 3. Use of Sick Leave.** Employees shall be entitled to use sick leave for the employee's (or a family member's) own mental or physical illness, injury or health condition, to obtain a diagnosis, care for, or treatment of the employee's (or a family member's) own mental or physical illness, injury or health condition, or to obtain preventative medical care (for the employee or a family member). For purposes of this provision a "family member" is a person who is related by blood, marriage, civil union, or adoption, and such other individuals set forth in C.R.S. § 8-13-402(6). In addition, sick leave may be used for any other purpose permitted by the Healthy Families and Workplaces Act, C.R.S. § 8-13-404, including SAFE leave. Sick leave may be utilized in one (1) hour increments.

If an employee is absent for four (4) or more consecutive workdays while out on sick leave, a doctor's certificate or other authoritative verification of illness may be required by the Employer. However, paid sick leave shall be paid commencing with the first hour's absence at the employee's regular rate of pay. For absences which arise during a workweek which is already scheduled at the time the employee requests leave, pay shall be for all hours the employee is actually scheduled to work during the period of absence.

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<sup>1</sup> For purposes of this paragraph, pro-rated shall mean rounded up to the nearest four (4) hours based on the month of hire within the calendar year (for example, an employee hired in January shall receive 48 hours, and an employee hired in November shall receive 8 hours). Notwithstanding the foregoing, in no event shall any employee receive less than one hour of sick leave for every thirty (30) hours worked, up to a maximum of forty-eight (48) hours in a calendar year.

**Tentative Agreements Between  
UFCW Local 7 and Denver Processing**

For all sick leave absences exceeding one work week, or for a period when the employee was not yet scheduled to work at the time leave is requested, pay shall be as follows:

For all employees, 40 hours per week of sick leave absence (pro-rated for a partial week of absence based on a 5 day workweek).

In no event shall an employee be paid more than eight (8) hours for any single day's sick leave absence or more than forty (40) hours for any single week's absence.

Sick leave may be requested by calling the call off line or by text message or email to the HR Manager, in addition to any other methods provided for by the Employer.

Sick leave benefits are not convertible to cash.

**Section 4. Public Health Emergency Leave.** In the event of a Public Health Emergency as defined by the Healthy Families and Workplaces Act, employees shall be entitled to additional leave as provided for under the Health Families and Workplaces Act. The Union and the Employer agree to reserve their respective positions as to their interpretation regarding the modification of available leave following the end of a Public Health Emergency.

**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 September 11, 2022~~August 16, 2019~~ and shall remain in full force and effect until 11:59 p.m. Mountain Time September 6, 2025 ~~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.

**Tentative Agreements Between  
UFCW Local 7 and Denver Processing**

**LETTER OF AGREEMENT  
VACCINE AND ATTENDANCE INCENTIVE**

For all employees employed at ratification, the Company will pay up to two thousand one hundred dollars (\$2,100) divided into two equal installments as follows:

An installment of one thousand fifty dollars (\$1,050) upon satisfactory proof of COVID-19 vaccination (two (2) doses of Moderna or Pfizer or one (1) dose of Johnson & Johnson). An employee must submit proof within five (5) months of ratification, and the Company will make such payment within six (6) months of ratification.

The second installment of one thousand fifty dollars (\$1,050) shall be paid to all employees who as of eleven (11) months following the date of ratification, have five (5) or fewer active attendance points.

**LETTER OF AGREEMENT  
METHOD OF PAYMENT**

It is agreed that the Company shall offer to all employees a direct deposit option. Further, it is agreed the method by which the Company can pay employees may include any acceptable means, to include, paychecks, cash, direct deposit, paycards, debit cards, etc. If the Company elects to change its method of payment they will first meet with the Union to discuss the change. It is further agreed that employees may opt out of direct deposit and paperless check delivery system. Any employee who opts out of the electronic and/or paperless payment delivery system will receive their check by mail weekly.

**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.~~

...

**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"**



**Tentative Agreements Between  
UFCW Local 7 and Denver Processing**

~~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**

[See attached wage table.]

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 ~~one dollar and twenty-five cents forty cents (\$10.2540)~~ per hour over the Thereafter Meat Cutter top rate of his ~~regular classification~~. Leadperson shall not execute written employee disciplinary actions.

Effective      Effective      Effective  
 September    September    September  
 11, 2022      10, 2023    8, 2024

**Current**

**All Leadpersons**    \$24.68    →    **All Leadpersons**    \$29.00    \$30.00    \$31.00

<b><u>Meat Cutters</u></b>		<b><u>Meat Cutters</u></b>				
First 1040 Hours	\$15.75	→	First 2080 Hours	\$20.00	\$20.25	\$20.50
Second 1040 Hours	\$18.42	→	Next 1040 Hours	\$22.50	\$22.75	\$23.00
Third 1040 Hours	\$21.08	→	Thereafter	\$27.75	\$28.75	\$29.75
Thereafter	\$23.75	→				

<b><u>Utility</u></b>		<b><u>Utility</u></b>				
First 1040 Hours	\$15.75	→	First 2080 Hours	\$20.00	\$20.25	\$20.50
Second 1040 Hours	\$17.85	→	Next 1040 Hours	\$20.80	\$21.05	\$21.30
Third 1040 Hours	\$19.95	→	Thereafter	\$26.05	\$27.05	\$28.05
Thereafter	\$22.05	→				

<b><u>Processing</u></b>		<b><u>Processing</u></b>				
First 1040 Hours	\$15.75	→	First 2080 Hours	\$20.00	\$20.25	\$20.50
Second 1040 Hours	\$17.95	→	Next 1040 Hours	\$20.80	\$21.05	\$21.30
Third 1040 Hours	\$20.16	→	Thereafter	\$26.36	\$27.36	\$28.36
Thereafter	\$22.36	→				

<b><u>Wrapper</u></b>		<b><u>Wrapper</u></b>				
First 1040 Hours	\$15.75	→	First 2080 Hours	\$20.00	\$20.25	\$20.50
Second 1040 Hours	\$17.38	→	Next 1040 Hours	\$20.50	\$20.75	\$21.00
Third 1040 Hours	\$19.01	→	Thereafter	\$24.64	\$25.64	\$26.64
Thereafter	\$20.64	→				

<b><u>Special Processor</u></b>		<b><u>Special Processor</u></b>				
First 1040 Hours	\$15.75	→	First 2080 Hours	\$20.00	\$20.25	\$20.50
Second 1040 Hours	\$17.97	→	Next 1040 Hours	\$21.10	\$21.35	\$21.60
Third 1040 Hours	\$20.20	→	Thereafter	\$26.42	\$27.42	\$28.42
Thereafter	\$22.42	→				

<b><u>Quality Tech 1</u></b>		<b><u>Quality Tech</u></b>				
First 1040 Hours	\$15.75	→	First 2080 Hours	\$20.00	\$20.25	\$20.50
Second 1040 Hours	\$17.38	→	Next 1040 Hours	\$21.20	\$21.45	\$21.60
Third 1040 Hours	\$19.01	→	Thereafter	\$26.55	\$27.55	\$28.55
Thereafter	\$20.99	→				

<b><u>Quality Tech 2</u></b>	
First 1040 Hours	\$15.75
Second 1040 Hours	\$17.85
Third 1040 Hours	\$19.95
Thereafter	\$22.55

## BARGAINING COMMITTEE RECOMMENDATION

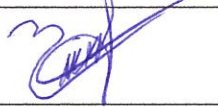
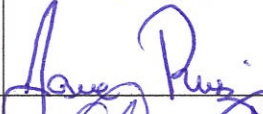
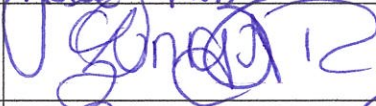
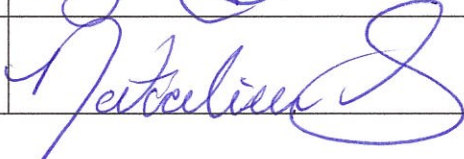
Contract Negotiations between Denver Processing LLC and United Food and Commercial Workers International Union, Local 7R

December 15, 2022

The below represents a Tentative Agreement between Denver Processing LLC and United Food and Commercial Workers International Union, Local 7R that has been fully recommended by the Union's bargaining committee.

### Union Bargaining Committee Recommendation

By way of this letter, we, the Committee, recommend to accept this contract.

CUAUHEMOC RAMIREZ	
Marcos Quezada	
Richard Garcia	
Rafael Bahke	

**UFCW Local 7 and Denver Processing  
Tentative Agreements**

**The below agreements are tentative and are subject to a complete agreement on all proposals reflected in a memorandum-of agreement, which is ratified by the bargaining unit.**

**All proposals, including proposals concerning the same Section and/or Article, not addressed herein remain open.**

The Company withdraws Company Proposal C04 regarding Article 1, Recognition and Exclusions.

The Company withdraws Company Proposal C31 regarding Article 33, Transfer from Plant to Plant.

The Company withdraws Company Proposal C32 regarding Article 34, New Plant Opening.

The Company withdraws Company Proposal C34 regarding Article 44, No Discrimination, except as previously tentatively agreed to.

The Company withdraws Company Proposal C42 regarding Article 54, Savings Clause.

The Company withdraws Company Proposal C43 regarding Article 57, Technological Changes.

The Company withdraws Company Proposal C44 regarding Article 62, Neutrality and No Anti-Union Publicity.

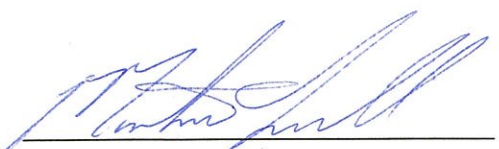
The Company withdraws Company Proposal C49 regarding Letter of Understanding, Breaks and Lunch. The parties agree to carry the Letter forward.

The Union accepts Company Proposal C39 regarding Article 49, No Strike - No Lockout.

The Union accepts Company Proposal C47 regarding Letter of Agreement, Apprenticeship.

The Union accepts Company Proposal C48 regarding Letter of Agreement, OSHA.

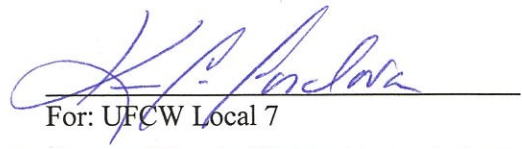
The Union withdraws its proposal concerning Article 57, Technological Changes.



For: Denver Processing

12/13/22

Date



For: UFCW Local 7

12/13/22

Date

**UFCW Local 7 and Denver Processing  
Tentative Agreements**

**The below agreements are tentative and are subject to a complete agreement on all proposals reflected in a memorandum of agreement, which is ratified by the bargaining unit.**

**All proposals, including proposals concerning the same Section and/or Article, not addressed herein remain open.**

**ARTICLE 40  
HEALTH BENEFITS PLAN<sup>1</sup>**

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 that participate in the Trust.

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.

If all of the major grocery employer participants in the Trust cease to be contributing employers as that term is defined under the Trust Agreement, either the Union or the Employer shall have the right, within sixty (60) days of receipt of notice of such cessation, to reopen this Agreement regarding health benefits by providing written notice to the other party. It is clearly understood that no other provisions of this Agreement are modified by any such bargaining over health benefits, including but not limited to the no strike and no lockout provisions.

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<sup>1</sup> The parties agree to conform Appendix B to changes in the 2022 MOA between Local 7 and King Soopers/City Market (attached).

**ARTICLE 42**  
**PENSION FUND<sup>2</sup>**

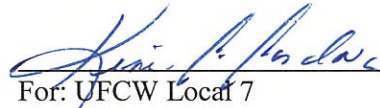
The Employer will participate in the Pension Fund as described in Appendix C.

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

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.

  
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For: Denver Processing

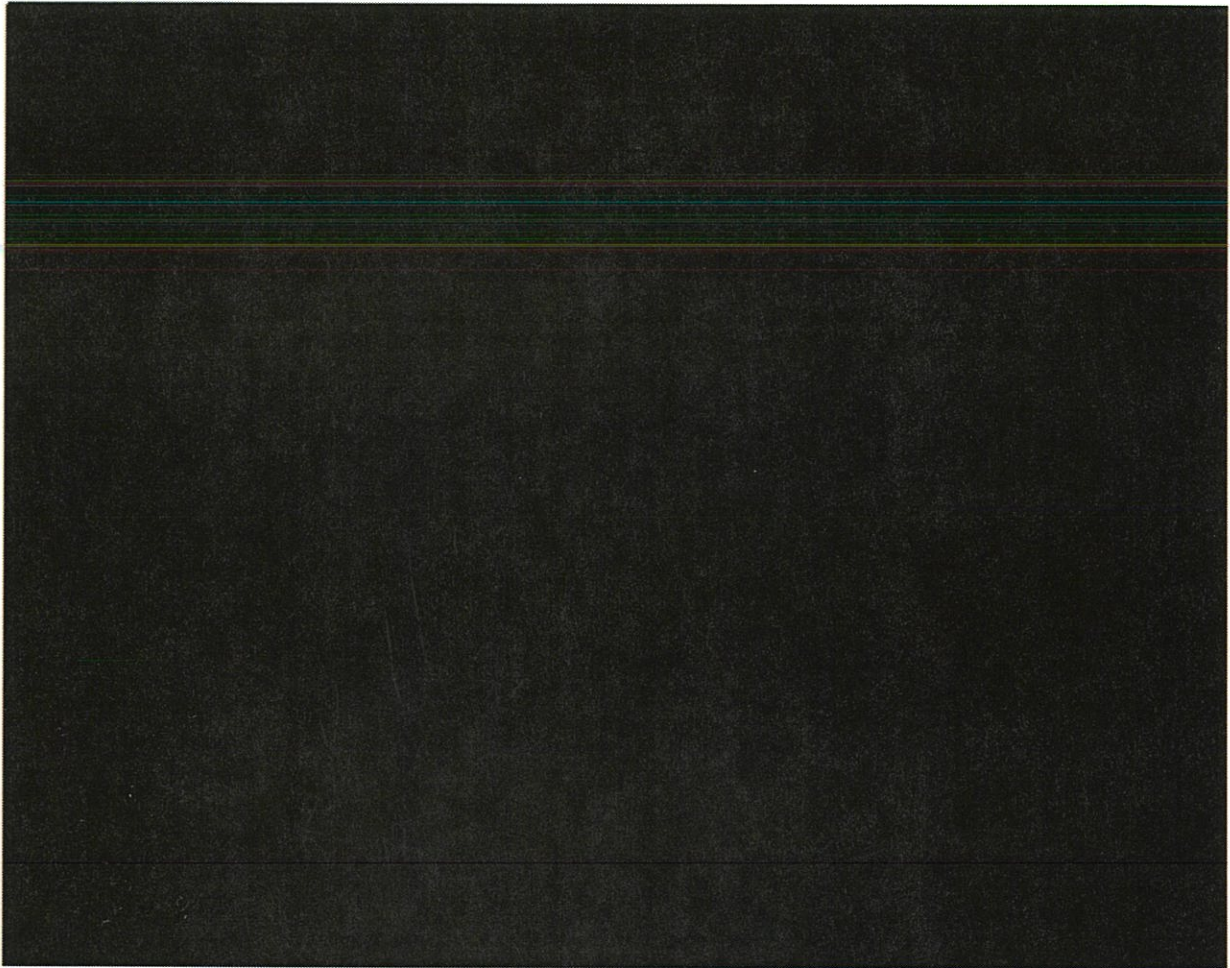
12/12/22  
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Date

  
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For: UFCW Local 7

12-12-2022  
\_\_\_\_\_  
Date

<sup>2</sup> The parties agree to conform Appendix C to changes in the 2022 MOA between Local 7 and King Soopers/City Market (attached).

**Tentative Agreements Between  
UFCW Local 7 and King Soopers/City Market**



Revisions to Article 37:

**ARTICLE 37**  
**HEALTH AND WELFARE COVERAGE**

(Medical, Surgical, Hospital, Dental, Prescription,  
Vision and Life Insurance)

**Section 97.**

...

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

	Current	January 2022 hours payable in February 2022	January 2023 hours payable in February 2023 "Up to"	January 2024 hours payable in February 2024 "Up to"

*SH*  
*1/21/22*  
  
*KC*  
*1/21/22*



**Tentative Agreements Between  
UFCW Local 7 and King Soopers/City Market**

Plan A Hired Before 3/5/2005	<u>\$ 988.78</u>	<u>\$ 1,030.31</u>	<u>\$ 1,081.82</u>	<u>\$ 1,135.92</u>
Plan A Hired After 3/5/2005	<u>\$ 850.59</u>	<u>\$ 886.31</u>	<u>\$ 930.63</u>	<u>\$ 977.16</u>
Plan B Hired Before 3/5/2005	<u>\$ 791.01</u>	<u>\$ 824.23</u>	<u>\$ 865.44</u>	<u>\$ 908.72</u>
Plan B Hired After 3/5/2005	<u>\$ 680.47</u>	<u>\$ 709.05</u>	<u>\$ 744.50</u>	<u>\$ 781.73</u>
Plan C Hired After 3/5/2005	<u>\$ 428.68</u>	<u>\$ 446.68</u>	<u>\$ 469.02</u>	<u>\$ 492.47</u>

The “up to” rates for 2023 and 2024 will be determined as follows:

- Using the latest financial data available as ~~of September 1, 2020~~ each September (or most recently available data in preparation for the December fund meeting), co-consultants will develop a forecast through 12/31/2024.
- In preparing the forecast, the below trend rates will be used.
- If the forecast projects an ending balance at 12/31/2024 that is below the target reserve level (average of 1.4 months of expense for the 12 months ending 12/31/2024, plus IBNR at 12/31/2024), then the employer contributions will be increased effective January 2023 and 2024 so that the ending reserve will be equal to the target reserve. Any projected deficit in the ending balance shall first be corrected by increasing the 2023 employer contribution rates until such rates reach the “up to” levels for 2023.
- In no event will the increase in the employer contributions rate exceed 57.0% in 2023 or 2024. In no event will the “up to” 2024 employer contribution rates be less than the prior year’s 2020 employer contribution rate.
- 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	2022	2023	2024
PPO Medical	6.5%	6.5%	6.5%
Prescription Drug	8.0%	8.0%	8.0%
Dental	4.0%	4.0%	4.0%
Vision	3.0%	3.0%	3.0%
Time Loss	0.0%	0.0%	0.0%
Kaiser Premium	6.5%	6.5%	6.5%
Medicare Advantage	Actual	Actual	Actual
Life Premium	0.0%	0.0%	0.0%

SA  
11/11/22

KC  
1/21/22

**Tentative Agreements Between  
UFCW Local 7 and King Soopers/City Market**

<b>Provider Access Fees</b>	<b>Actual</b>	<b>Actual</b>	<b>Actual</b>
<b>Stop Loss Premiums</b>	<b>Actual</b>	<b>Actual</b>	<b>Actual</b>
<b>Administration</b>	<b>3.0%</b>	<b>3.0%</b>	<b>3.0%</b>
<b>Investment Income</b>	<b>1.25%</b>	<b>1.25%</b>	<b>1.25%</b>

~~**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. Effective January 1, 2023, the required weekly co-premium amounts for all active employees enrolled in the Plan shall become: \$8.50/week for employee only, \$17/week for employee and children or employee and spouse and \$26/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~~

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**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:

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Effective January 1, 2022 the weekly disability benefit cap shall increase to four hundred (\$400.00) dollars. In addition, as soon as practicable, the Trustees are directed to explore options for more affordable stop loss coverage, and, if unavailable, discontinue the purchase of stop loss coverage.

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**Revisions to Article 39:**

**ARTICLE 39**  
**PENSION**

~~The Trustees shall be directed to merge the Clerk and Meat Pension Plans no later than July 1, 2016.~~

**Section 99. Employer Contributions.** For all employees hired before March 6, 2005, covered by this Agreement, the Employer shall pay one dollar and five cents (\$1.05) per hour for all hours worked at straight time (including hours worked on Sunday, vacation and holiday hours paid) into the Rocky Mountain UFCW Unions and Employers Pension Plan, which shall be jointly

SH  
1/21/22

KG  
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**Tentative Agreements Between  
UFCW Local 7 and King Soopers/City Market**

administered by the Union and the Employer by an equal number of trustees as provided in an agreement establishing such Pension Fund.

For all employees hired after March 5, 2005, contributions shall be at a rate of forty-eight cents (\$0.48) per hour for all hours worked at straight time (including hours worked on Sunday, vacation and holiday hours paid).

Though no contributions are required on Courtesy Clerks, except as set forth below, they shall be granted future service credits.

Effective January 1, 2010 (December hours) for all employees covered by this Agreement, the Employer shall pay eighty two cents (\$0.82) per hour for all hours worked at straight time (including hours worked on Sunday, vacation and holiday hours paid) into the Rocky Mountain UFCW Unions and Employers Pension Plan, which shall be jointly administered by the Union and the Employer by an equal number of trustees as provided in an agreement establishing such Pension Fund. ~~Effective November 30, 2015, the supplemental contribution contained therein shall cease. 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). 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 (10) 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 reduced in an equal manner and amount, based on actuarial equivalence. Nothing in this section should be construed as an agreement to increase the pension contribution rate above the agreed upon basis set forth above. The Employer will maintain the current hourly contribution rate of \$1.60 per hour for the term of the contract.~~

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. 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.

~~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.~~

SH  
1/4/22  
KC  
1/24/22

**Tentative Agreements Between  
UFCW Local 7 and King Soopers/City Market**

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

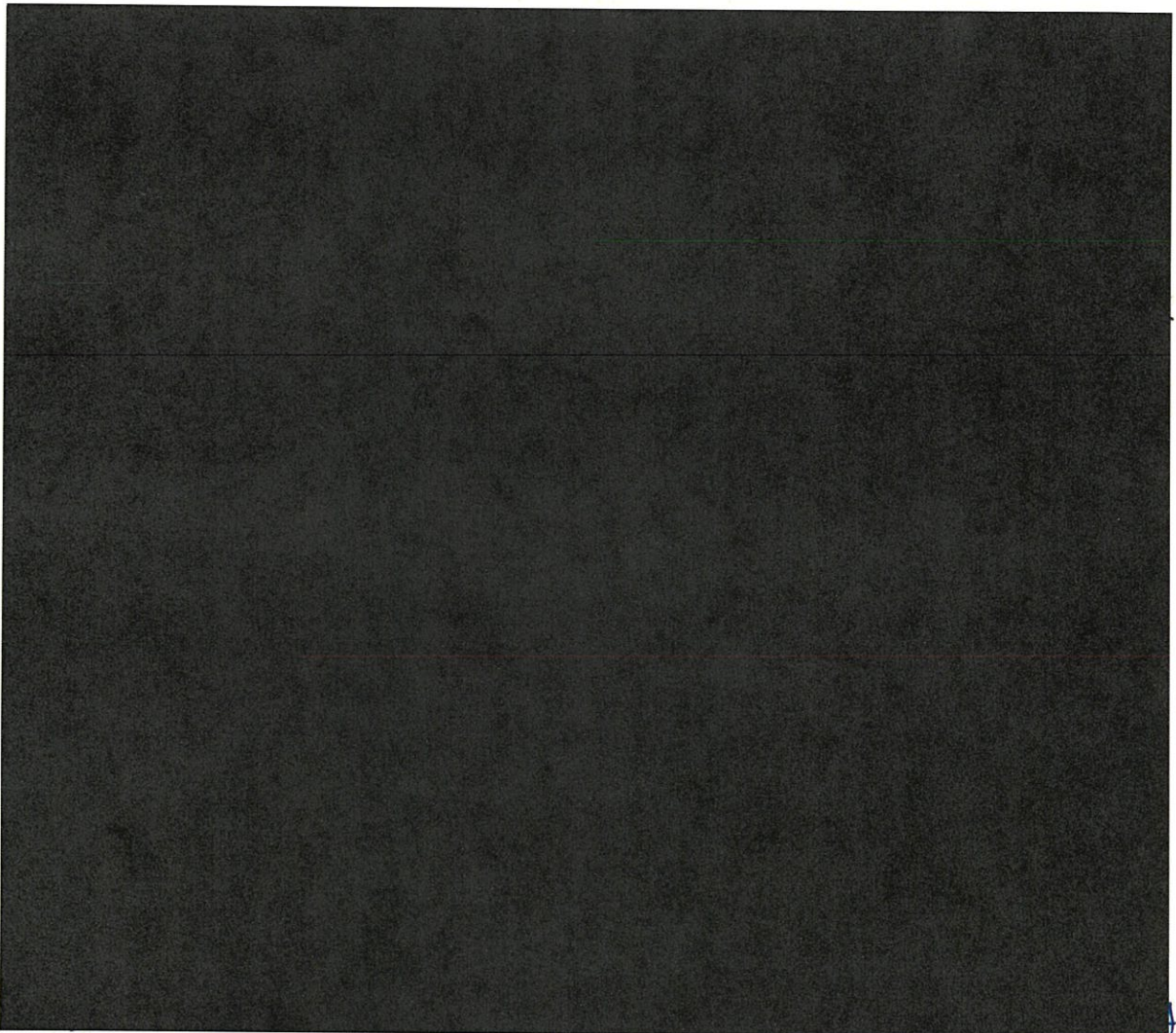
~~ii. If the return is equal to or exceeds 9.25%, but is less than 10.25%, a \$0.05 additional contribution per hour shall be required.~~

~~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.~~

**Revisions to Article 40:**



*1/21/22*

*Ka  
1/21/22*

UFCW Local 7 and Denver Processing  
Tentative Agreements

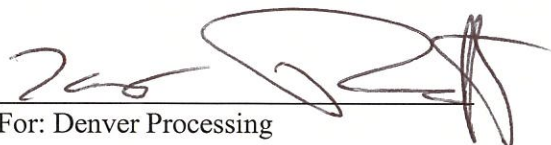
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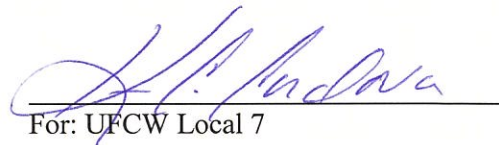
The Union accepts Company Proposal C07 (modified 12/6/2022) modified as follows:

ARTICLE 2  
PRODUCTION WORK

Section 12 B. It is clearly understood a A-Journeyman Meat Cutter shall be scheduled to be on duty in each Plant a minimum of eight (8) hours per calendar day each scheduled production hour.

  
For: Denver Processing

12-8-22  
Date

  
For: UFCW Local 7

12-8-22  
Date

**UFCW Local 7 and Denver Processing  
Tentative Agreements**

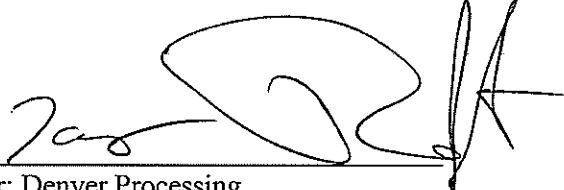
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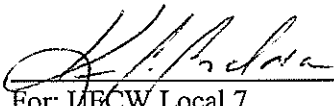
The Company withdraws Company Proposal C13 regarding Article 6, Rights of Management

The Company withdraws Company Proposal C20 regarding Article 18, Scheduling Posting

The Company withdraws Company Proposal C22 regarding Article 25, Relief Periods

  
\_\_\_\_\_  
For: Denver Processing

12-7-22  
Date

  
\_\_\_\_\_  
For: UFCW Local 7

12-7-2022  
Date

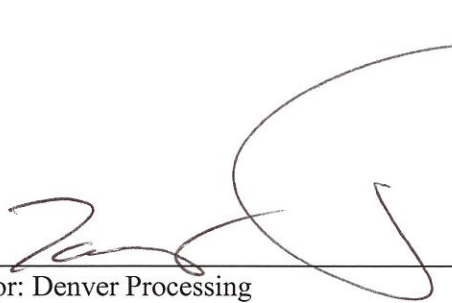
**UFCW Local 7 and Denver Processing  
Tentative Agreements**

**The below agreements are tentative and are subject to a complete agreement on all proposals reflected in a memorandum of agreement, which is ratified by the bargaining unit.**

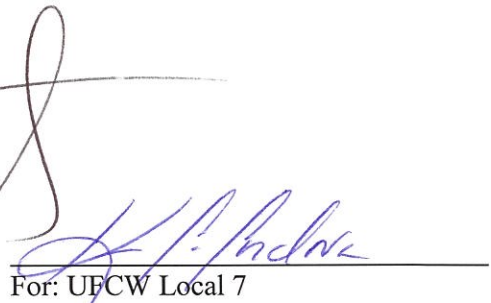
**All proposals, including proposals concerning the same Section and/or Article, not addressed herein remain open.**

The Company withdraws Company Proposal C03 regarding Article 1

The Company withdraws Company Proposal C28 regarding Article 29, Sunday Work

  
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For: Denver Processing

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For: UFCW Local 7

12-5-2022  
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**UFCW Local 7 and Denver Processing  
Tentative Agreements**

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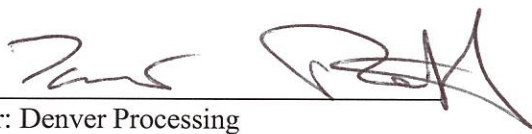
**All proposals, including proposals concerning the same Section and/or Article, not addressed herein remain open.**

The Company withdraws Company Proposal C35 regarding Article 45, Union Representative Visitation

The Company withdraws Company Proposal C36 regarding Article 48, Grievance and Arbitration Procedure

The Company withdraws Company Proposal C37 regarding Article 48, Grievance and Arbitration Procedure

The Company withdraws Company Proposal C38 regarding Article 48, Grievance and Arbitration Procedure

  
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**UFCW Local 7 and Denver Processing  
Tentative Agreements**

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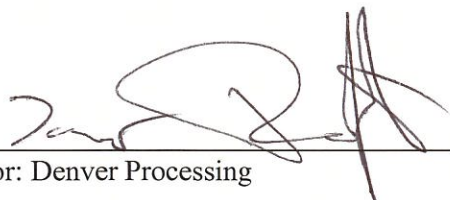
**All proposals, including proposals concerning the same Section and/or Article, not addressed herein remain open.**

The Union accepts Company Proposal C10 modified as follows:

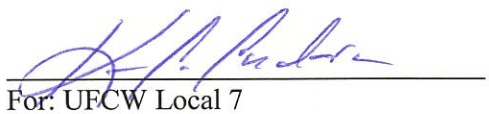
**ARTICLE 27**  
**SENIORITY**

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.
- f. Retirement

  
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**UFCW Local 7 and Denver Processing  
Tentative Agreements**

**The below agreements are tentative and are subject to a complete agreement on all proposals reflected in a memorandum of agreement, which is ratified by the bargaining unit.**

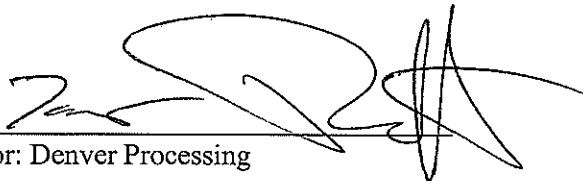
**All proposals, including proposals concerning the same Section and/or Article, not addressed herein remain open.**

The Company withdraws Company Proposal C08 (discussion item) regarding Article 2, Section 3.

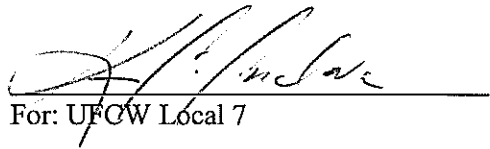
The Company withdraws Company Proposal C14 (modified 09/09/2022) regarding Article 7, Definitions of Classifications.

The Company withdraws Company Proposal C33 regarding Article 35, Leaves of Absence.

The Company withdraws Company Proposal C40 regarding Article 50, Plant Closure.

  
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**UFCW Local 7 and Denver Processing  
Tentative Agreements**

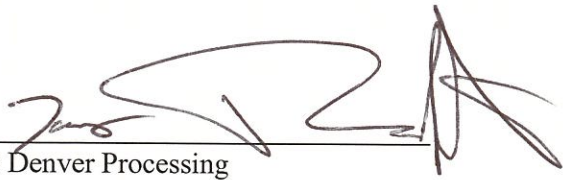
**The below agreements are tentative and are subject to a complete agreement on all proposals reflected in a memorandum of agreement, which is ratified by the bargaining unit.**

**All proposals, including proposals concerning the same Section and/or Article, not addressed herein remain open.**

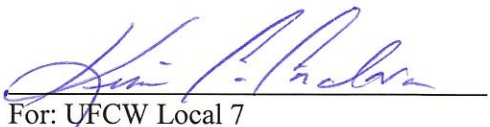
The Union accepts Company Proposal C10 to delete Article 2, Section 4:

**ARTICLE 2  
PRODUCTION WORK**

~~**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.~~

  
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Date

**UFCW Local 7 and Denver Processing  
Tentative Agreements**

**The below agreements are tentative and are subject to a complete agreement on all proposals reflected in a memorandum of agreement, which is ratified by the bargaining unit.**

**All proposals, including proposals concerning the same Section and/or Article, not addressed herein remain open.**

1. The Union accepts Company Proposal C05 (modified 11/30/2022) with the following modifications:

**ARTICLE 2  
PRODUCTION WORK**

**Section 12.** All work performed in the ~~meat, delicatessen and seafood department(s)~~ facility will be done by members of the bargaining unit, except Plant Managers and Assistant Plant Managers may perform all duties at the facility 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.

2. The Union accepts Company Proposal C06 (modified 11/30/2022) with the following modifications:

**ARTICLE 2  
PRODUCTION WORK**

**Section 12 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)1) No representative of management above the level of head meat cutter (except for owners, partners and/or officers of the Employers) shall perform the

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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.~~

3. The Union accepts Company Proposal C12 (modified 11/30/2022) with the following modifications:

**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 ~~given 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

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agreeable time and location, ~~and be outside the presence of management~~, for not more than one (1) hour to attend such orientation.

4. The Union accepts Company Proposal C16 (modified 11/30/2022) with the following modifications:

### ARTICLE 8 RATES OF PAY

~~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.~~

~~The wage rates and progressions set forth in this Agreement are minimums. The Company may increase the start rate, base rate, specific job rate, group rate, pay level, reduce time related progressions, or create, modify, or discontinue incentives. The Company shall first meet with the Union prior to making such changes. Unless waived by mutual agreement, the meeting between the Company and the Union shall occur at least two (2) weeks prior to the implementation of the increased rate change.~~

~~All permanent changes to base rate, specific job rate, group rate, pay level, shall be reduced to writing and signed by the Company's Head of Labor Relations and the President of the Union.~~

5. The Union accepts Company Proposal C17 (modified 11/30/2022):

### 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

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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 ~~facility/ Meat Plant,~~ provided that when he or she is working in a higher classification, the highest classification between the employee's regular position and their temporary assignment shall apply in hourly units for each hour or major fraction thereof.

Nothing herein shall prevent an ~~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.

6. The Union accepts Company Proposal C46 (modified 11/30/2022) with the following modifications:

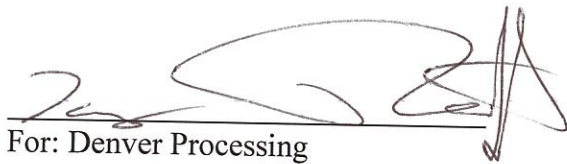
...

**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

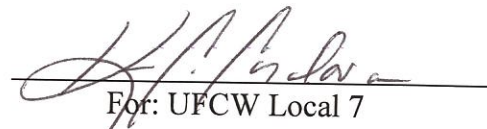
based on their experience in the newly assigned classification, regardless of whether such assigned rate results in a reduction in hourly rate. In determining prior experience hereunder, the Employer will give recognition to the verified number of hours of actual work experience in the same classification 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 ~~ten (10)~~ ~~five (5)~~ years for any other employer in a similar retail-grocery-meat processing, food processing, meat cutting, or similar operation. The Company may, in consultation with the Union, require employees to demonstrate proper knowledge, skill, and ability associated with their previous experience prior to granting recognition of the hours.

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7. The Company withdraws Company Proposal C26 concerning modifications to Article 27 Section 8, Demotion for Just Cause.

  
For: Denver Processing

12-2-22  
Date

  
For: UFCW Local 7

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Date



**UFCW Local 7 and Denver Processing  
Tentative Agreements**

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**All proposals, including proposals concerning the same Section and/or Article, not addressed herein remain open.**

The Union accepts Company Proposal C55 (modified 11/11/2022) to add a Letter of Understanding on Pandemic Safety Measures and the Company accepts Union Counter Proposal #4 to add a Letter of Understanding on Act of God, as follows:

**LETTER OF UNDERSTANDING  
ACT OF GOD**

In the event of an Act of God such as, but not limited to, fire, flood, explosion, catastrophic facility damage, or other event that materially interferes with the operation of the facility or a portion of the facility, either the Company or the Union may request to bargain with the other party regarding this Agreement by providing written notice to the other party. Such request must be made within thirty (30) calendar days of the Act of God. The parties agree to meet and bargain in a timely fashion. No changes shall be made without mutual consent.

**LETTER OF UNDERSTANDING  
PANDEMIC SAFETY MEASURES**

In the event of a novel pandemic affecting the plant, the Company agrees to meet with the Union and discuss safety interventions within fourteen (14) calendar days of the declaration of the pandemic. Further, the Company shall ensure that all employees are trained on these interventions.

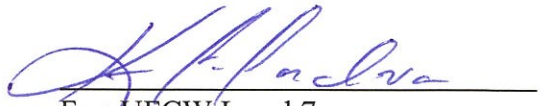
The Company agrees to follow all local, state, and federal regulations related to health and safety.

The Company agrees prior to permanently discontinuing a specific safety intervention or the use of personal protective equipment, put in place as the direct result of a novel pandemic, the Company shall first notify and discuss the appropriateness of such change with the Union.



For: Denver Processing

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For: UFCW Local 7

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Date

**UFCW Local 7 and Denver Processing  
Tentative Agreements**

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**All proposals, including proposals concerning the same Section and/or Article, not addressed herein remain open.**

The Company accepts Union Proposal #9 to add a new Letter of Understanding as follows:

**LETTER OF UNDERSTANDING**  
**EMERGENCY SITUATIONS**

The Company will maintain procedures that workers should follow to protect themselves and co-workers during dangerous emergencies. These procedures will address key emergencies such as evacuations, sheltering in place, acts of violence and other similar situations. As part of these procedures, the Company will encourage workers, vendors, and others to report any concerns that may affect the employees or the facility to a manager or security guard. The Company specifically agrees to prepare and maintain an evacuation plan for the Denver Processing plant.

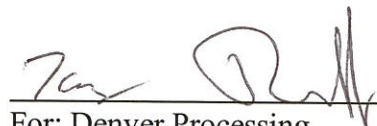
Starting within six (6) months of ratification, and in cooperation with the Union, the Company will, at least annually, train all workers on the dangerous emergency procedures, including how to recognize a potentially dangerous emergency and what to do, as well as the evacuation plan for the Denver Processing plant.

New hires will undergo this training within the first thirty (30) days of employment.

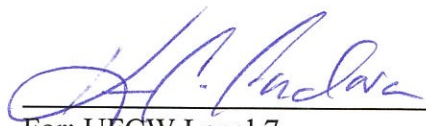
The Company will pay workers for all time they are in Company training.

The Company agrees to promptly notify the Union and provide relevant information about dangerous emergencies if they occur

The Company agrees to meet with the Union and discuss how to best support team members in the event of a dangerous emergency.

  
For: Denver Processing

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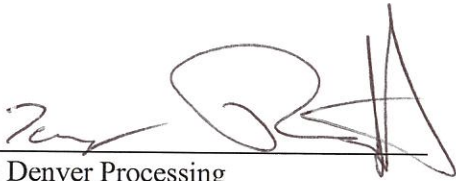
11-9-22  
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**UFCW Local 7 and Denver Processing  
Tentative Agreements**

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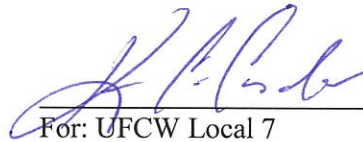
**All proposals, including proposals concerning the same Section and/or Article, not addressed herein remain open.**

The Company withdraws Company Proposal C21 to modify Article 23 concerning Plant Meetings.



For: Denver Processing

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Date



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**UFCW Local 7 and Denver Processing  
Tentative Agreements**

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The Union accepts Company Proposal C09 (Modified 10/05/2022) to modify Article 2, re-titled Section 2A as follows:

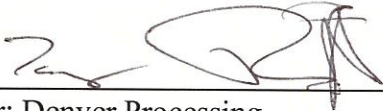
**ARTICLE 2  
PRODUCTION WORK**

Section ~~2~~3A. 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

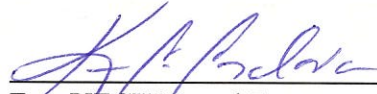
provided for herein, ~~or, at the affected employee's discretion, the least senior meat cutter or meat wrapper in the State of Colorado.~~ Such least senior meat cutter or meat wrapper affected by the exercise of the most senior meat cutter's or meat wrapper's seniority shall be laid-off. It is understood that in applying this provision meat cutters may displace only meat cutters and meat wrappers may displace only meat wrappers.



For: Denver Processing

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For: UFCW Local 7

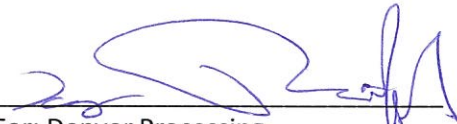
11-9-22

Date

**Letter of Understanding  
Between  
UFCW Local 7  
And  
Denver Processing**

Sister Company Credit. When an employee transfers into the bargaining unit from a JBS plant in Colorado, the Company shall honor the employee's most recent hire date with JBS for all purposes except scheduling, layoffs, vacation bidding, department bidding, full-time status, promotions, and overtime. Specifically, eligibility for health care benefits shall be from the employee's most recent hire date with JBS.

For purposes of this Letter of Understanding, the phrase "most recent hire date with JBS" means the most recent date of continuous employment with either JBS plant.

  
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For: UFCW Local 7

10-5-2022  
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Date



**UFCW Local 7 and Denver Processing  
Tentative Agreements**

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**All proposals, including proposals concerning the same Section and/or Article, not addressed herein remain open.**

The Company accepts Union Counter #3 to Company Proposal C51 (counter to Union Proposal 1) to modify Article 8, Section 2 as follows.

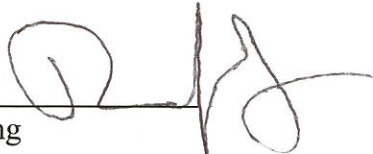
**ARTICLE 8  
RATES OF PAY**

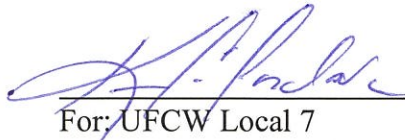
**Section 2.** The salary of superannuated members of the Union to be employed by the Employer shall be decided upon between the Employer, the superannuated employee and a representative of the Union.

**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)~~ ten (10) years for any other employer in a similar ~~retail-grocery~~ meat processing, food processing, meat cutting, or similar operation. The Company may, in consultation with the Union, require new hires to demonstrate proper knowledge, skill, and ability associated with their previous experience prior to granting recognition of the hours.

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 ~~the Company~~ his employer or former employer, the following information: Date of hire, date of termination, total hours worked ~~at the facility 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.~~

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For: Denver Processing

  
For: UFCW Local 7

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Date

10-5-2022  
Date

**UFCW Local 7 and Denver Processing  
Tentative Agreements**

**The below agreements are tentative and are subject to a complete agreement on all proposals reflected in a memorandum of agreement, which is ratified by the bargaining unit.**

**All proposals, including proposals concerning the same Section and/or Article, not addressed herein remain open.**

The Company accepts Union Counter #2 to Company Proposal C34 to modify Article 44, Section 2 as follows:

**ARTICLE 44  
NO DISCRIMINATION**

**Section 2.**

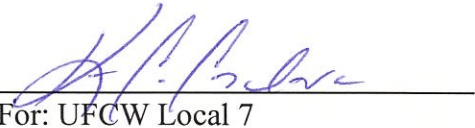
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The Employer and the Union agree that each will fully comply with applicable laws and regulations regarding discrimination against any employee, or applicant for employment, because of such person's race, religion, color, national origin, sex, age,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

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For: Denver Processing

10-5-2022  
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For: UFCW Local 7

10-5-2022  
\_\_\_\_\_  
Date

**UFCW Local 7 and Denver Processing  
Tentative Agreements**

**The below agreements are tentative and are subject to a complete agreement on all proposals reflected in a memorandum of agreement, which is ratified by the bargaining unit.**

**All proposals, including proposals concerning the same Section and/or Article, not addressed herein remain open.**

The Union accepts Company Proposal C53 to add a new Letter of Understanding to read as follows:

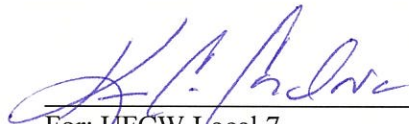
**LETTER OF UNDERSTANDING**

**Employees who are scheduled to start work between 4:00 PM and 3:00 AM, may park in front of the facility.**

The Union withdraws the portion of Union Proposal 7 proposing to add a New Section on parking out front. The remainder of Union Proposal 7 concerning modification to Article 56 remains open.

  
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For: Denver Processing

10/04/22  
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Date

  
\_\_\_\_\_  
For: UFCW Local 7


10-4-22  
\_\_\_\_\_  
Date


**UFCW Local 7 and Denver Processing  
Tentative Agreements**

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The Company withdraws Company Proposal C15 to delete the word “incidental” from Article 7 Section 2.

  
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For: Denver Processing

  
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For: UFCW Local 7

  
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**UFCW Local 7 and Denver Processing  
Tentative Agreements**


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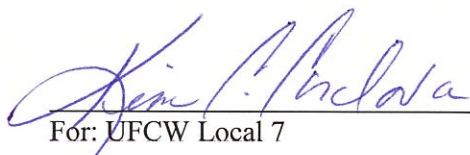
The Union accepts Company Proposal C11 to add a New Section to Article 3 as follows:

**ARTICLE 3**  
**UNION SECURITY AND CONDITIONS**

The Union shall indemnify and save the Company harmless from any claims, suits, judgments, attachments, and from any other form of liability as a result of making any deduction or taking any action in accordance with the foregoing authorization assignment and the Check-Off provisions of this Agreement.

  
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For: Denver Processing

10/04/22  
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For: UFCW Local 7

10-4-22  
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Date

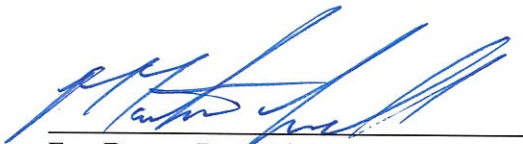
**UFCW Local 7 and Denver Processing  
Tentative Agreements**

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The Union accepts Company Proposal C01 to change the name of the Employer to Denver Processing, LLC wherever applicable throughout the agreement.

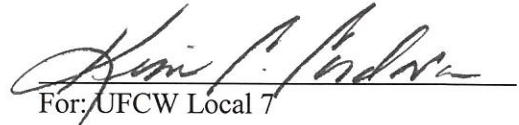
The Union accepts Company Proposal C02 to change the use of the term "Employer" to "Company" wherever applicable throughout the agreement.



For: Denver Processing

9/09/22

Date



For: UFCW Local 7

9-9-2022

Date

**UFCW Local 7 and Denver Processing  
Tentative Agreements**

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The Union accepts Company Proposal C52 (Counter to Union Proposal 2) to modify Article 17 Section 4 as follows:

**ARTICLE 17**  
**VACATIONS**


**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. Night shipping utility clerks, Inventory employees, and Receiving employees shall be considered a separate classification for purposes of vacation scheduling. Any vacation weeks that become available after the posting of such roster shall be offered by seniority within the classification.<sup>1</sup>

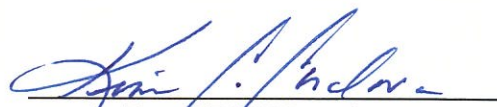
The Employer will post a notice November 1 of the prior calendar year, senior employees and continuing with employees of lesser seniority shall choose in turn, each within two (2) working days once notified so that the vacation schedule is completed by January 31 of each calendar year.

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.

  
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For: Denver Processing

  
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For: UFCW Local 7

09/09/22  
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Date

9-9-2022  
\_\_\_\_\_  
Date

<sup>1</sup> BARGAINING NOTE: The Employer intends to continue the canceled vacation policy.



UFCW Local 7 and Denver Processing  
Tentative Agreements

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The Union accepts the Company Proposal C41 to delete Article 52 Union Store Card, as reflected below.

**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.~~

  
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For: Denver Processing

09/09/22  
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9-9-2022  
\_\_\_\_\_  
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**UFCW Local 7 and Denver Processing  
Tentative Agreements**

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The Union accepts Company Proposal C19 (modified 09/09/2022) to modify Article 17 Section 2 as follows:

**ARTICLE 17**  
**VACATIONS**

**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 employee's supervisor or their designee 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.



For: Denver Processing



For: UFCW Local 7

09/09/22

Date

9-9-2022

Date