

Tentative Agreements Between  
UFCW Local 7 and Smith's Food & Drug Centers Inc.

**Memorandum of Agreement  
Between  
UFCW Local 7 And  
Smith's Food & Drug Centers Inc. (Riverton, WY)**

UFCW Local 7 (the "Union") and Smith's Food & Drug Centers Inc. (the "Employer") are parties to a Collective Bargaining Agreements (the "CBA"). The parties have met and reached tentative agreement for a new CBA. Such new CBA shall contain the provisions of the current CBA between the parties, except as modified 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 November 20, 2022 through and including November 15, 2025.

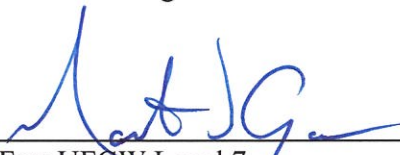
The attached Tentative Agreements and the current CBA, as modified herein, represent the entire Agreement between the parties. Any Union proposal not identified or addressed herein shall be deemed withdrawn. Any proposal of the Employer not identified or addressed herein shall be deemed withdrawn. The 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.

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 of this Agreement.

  
\_\_\_\_\_  
For: Smith's Food & Drug Centers Inc.

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

12.14.22  
Date

12-14-22  
Date

The parties further agree as follows:

- 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 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 (as may be modified herein), specifically including any Letters of Agreement reached during the term of the 2019-2022 agreement.

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**SMITH'S FOOD & DRUG CENTERS INC.**

**(Riverton, Wyoming)**

**and**

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

**Chartered by the**

**UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION**

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

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

**ARTICLE 1  
RECOGNITION**

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

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

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

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

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D. It is further agreed that neither party shall intimidate or coerce any employee or prospective employee with a view toward accomplishing membership or non-membership in Local #7's rights of soliciting in a peaceful, orderly manner, membership in said Local shall remain inviolate.

E. All reference to employees in this contract is intended and shall include both male and female gender in all provisions.

~~Bargaining Note: The Employer and the Union shall establish a Joint Labor-Management Committee to address, during the term of the 2019-2022 collective bargaining agreement, the Union's proposal to revise Article 1 to provide for a mandatory union orientation. It is agreed that any meeting of this committee may be conducted over the phone. If it is agreed to conduct a meeting in person, it will be in a location that is convenient for the parties to travel to, such as in Salt Lake City or Denver.~~

**ARTICLE 2  
JURISDICTION**

A. This contract shall cover, and the Union which is a Party hereto shall have jurisdiction over, all employees as defined by the National Labor Relations Act who are engaged on the premises in receiving, handling, cutting, selling, processing, wrapping, or displaying of meat, poultry, sausage, or fish, fresh, frozen, chilled or smoked.

B. All work in the market must be performed by a member of the bargaining unit. It is further agreed that there shall be an Apprentice Meatcutter with (1) year or more experience or a Journeyman Meatcutter on duty all hours the market is in operation and when meat or meat products, listed in paragraph A, above of the contract are offered for sale. On Sundays and holidays, however, there shall be an Apprentice Meatcutter with (1) year or more experience or a Journeyman scheduled for not less than an (8) hours shift if the store is open for business. This paragraph is not intended to restrict the ability of Store Managers, Assistant Managers, and Field Merchandisers to perform all duties in the store.

C. It is understood that the cutting of all retail cuts of fresh meat offered for sale will continue to be performed in the market.

D. It is understood that nothing herein will prevent the company from bringing in pre-cut meats, provided no employees may be laid off or have their hours reduced as a direct result of the operation of this provision.

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**ARTICLE 3  
CHECK OFF**

The company will, after receipt of voluntary assignment, and until lawfully revoked in writing by the employee, deduct from the wages due for the first (1<sup>st</sup>) pay period ending after the fifth (5<sup>th</sup>) of each month and turn over to the Secretary-Treasurer of Local Union #7 regular weekly dues. The Union shall indemnify and hold the Employer harmless against any and all suits, claims, demands and liabilities which arise out of, or by reason of, any action which shall be taken by the Employer for the purpose of complying with provisions of this Article.

**ARTICLE 4  
HOLIDAYS**

A. The following days shall be observed as Holidays for all employees hired on or before August 20, 2005:

New Year's Day, Memorial Day, Independence Day, Labor Day, two personal holidays, Thanksgiving Day, and Christmas Day. All work performed on a holiday must be paid for at time and one-quarter (1-1/4) the regular straight-time hourly rate of pay in addition to holiday pay, except that such employees will be paid one and one-half (1 1/2) times his/her normal hourly rate of pay for hours worked on Christmas. All work performed on the above holidays shall be on a volunteer basis. Employees shall not be required to work, except, in the event there are insufficient volunteers available, reverse seniority scheduling will apply within the classification.

All employees hired on or after August 21, 2005 who have completed their probationary period shall be paid for the following holidays whether or not they fall on what would normally be a workday for the employees involved: Thanksgiving Day and Christmas Day. Effective in 2017, employees hired on or after August 21, 2005 shall also be paid for New Year's Day and Independence Day. All work performed on these designated holidays must be paid a holiday premium of \$1.00 per hour for each hour worked, except that such employees will be paid one and one-half (1 1/2) times his/her normal hourly rate of pay for hours worked on Christmas. After two years of service, employees hired on or after August 21, 2005 shall be entitled to one (1) personal holiday, two (2) personal holidays after three (3) years of service and three (3) personal holidays after four (4) years of service, which must be requested two (2) weeks in advance and approved by the Store Manager.

The Employer may operate its stores, at its sole discretion, on any of the holidays recognized by this agreement.

B. To be eligible for personal holidays during each calendar year, an employee must be on the payroll as of January 1 of each year. Such holidays must be taken during the respective calendar year. An employee whose employment terminates prior to having taken his personal holiday or who fails to take his personal holiday in the

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calendar year shall not be entitled to holiday pay. 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 holidays for that year. Further, personal holidays shall be granted by seniority and classification.

C. The calendar week in which a holiday falls shall be termed a holiday week, for the purpose of computing overtime, the holiday weeks shall consist of forty (40) straight-time working hours, not including the holiday. All hours worked over forty (40) hours shall be paid for at the rate of time and one-half (1 ½) the employee's regular straight-time hourly rate of pay.

D. If one (1) or more holidays occur during an employee's vacation period, they shall be granted either an additional day off with pay or the scheduled holiday pay, at the employee's option. Holiday pay and vacation pay, both, will be paid in the same week unless the employee requests in writing, the option available in this paragraph.

E. No employee will be required to work after 7:00 PM on Christmas Eve or 8:00 PM, New Year's Eve.

F. To receive holiday pay, an employee must work their last scheduled day before the holiday, the holiday if scheduled, and their first (1<sup>st</sup>) scheduled work day following the holiday and perform work during the work week in which the holiday occurs. Except for illness, injury or time off on paid vacation, the employee must have worked during the holiday week to be eligible for holiday pay.

G. Full-time status employees shall receive eight (8) hours pay for a holiday.

H. Holiday pay for regular part-time employees shall be prorated on the basis of the average hours in the two (2) weeks preceding the holiday week as shown on the following schedule:

<u>Hours</u> <u>Worked/Week</u>	<u>Holiday Pay</u>
20 to 23 hours	4 hours
24 to 27 hours	5 hours
28 to 31 hours	6 hours
32 to 35 hours	7 hours
36 and over	8 hours

**ARTICLE 5  
SENIORITY**

A. The Employer agrees to make layoffs and recalls within classifications on the basis of seniority, where qualifications are reasonably equal, seniority shall prevail.

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B. Whenever an opening occurs, the Company shall post the job within the store for a three (3) day period.

An employee who transfers from one Bargaining Unit classification to another shall maintain his/her current rate of pay, unless such rate of pay is higher than the Journeyman rate for the classification into which the employee is transferring, in which case, the employee will be paid at such lower Journeyperson rate.

If an employee transfers from one bargaining unit position to another, the Employer and the Union will confer and attempt to agree on the number of hours that the employee will be credited with for purposes of being placed within a step in Appendix "A". The parties will base such decision on the employee's past experience and performance. If the parties are unable to agree, then the issue will be referred to arbitration under Article XXIII.B.

**Services in the United States military or National Guard shall be given credit for one thousand forty (1,040) hours per year of service, capped at four thousand one hundred sixty hours (4,160). This section shall only apply to newly-hired employees after ratification of the 2019 to 2022 agreement on November 24, 2019.**

C. Demotion for just Cause. No employee shall be demoted for disciplinary reasons from a higher classification without just cause.

If a member of the bargaining unit classified as Meat manager, Deli manager or Seafood supervisor, is demoted, voluntarily or involuntarily, and has been employed in the bargaining unit for a minimum of one continuous year prior to the demotion, the employee shall be returned to the classification and status, full-time or part-time, when first promoted to the bargaining unit position of Deli manager or above. In returning the employee to a bargaining unit previously held, the least senior employee in the classification and status may be bumped as a result.

If a member of the bargaining unit classified as a Meat manager or above is demoted, voluntarily or involuntarily, and has been employed in the bargaining unit for a minimum of one continuous year prior to the demotion, but has not held a non-management position in the bargaining unit, he may claim a position as if he had signed the full-time or promotion request list and may bump the junior incumbent employee based on seniority.

D. Layoffs. When a reduction in the work force is necessary, as opposed to a reduction in hours, the following procedure shall be used:

E. Layoff will begin in the classification to be affected in reverse seniority order and subject to recall rights set forth elsewhere in this Article.

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F. If qualified, the affected employee may displace the least senior employee in a lower classification and maintain recall rights to the classification vacated as set forth elsewhere in this article.

G. Employees accepting a lower classification. Such employee shall receive the rate of pay or any lower classification to which he moves under this procedure. Employees on medical leave of absence, and subject to layoff, shall be placed on layoff until such time as they are released to return to work. The affected employee shall be given his/her layoff options immediately upon his/her release to work.

H. Accepting the layoff. Laid off employees, and employees who accept a job in a lower classification in lieu of layoff, shall be recalled as needed, in order of seniority, to jobs they are qualified to perform. The employer shall not hire a new employee or promote an existing employee into a position for which a laid off employee or employee who accepts a job in a lower classification is qualified and available to perform.

I. Employees Accepting layoff. An employee accepting a layoff, rather than accepting a job in a lower classification, may inform the Employer in writing at the time of the layoff of his desire to be recalled to a lower classification and such notification shall be honored when a vacancy occurs. The notice shall specify the lower classification to which the employee desires recall. It is understood that any employee on layoff from the classification to where the vacancy occurs shall have preferential rights to such vacancy.

J. Available Hours. A part-time employee may claim scheduled shifts calling for more hours up to and including eight (8) hours per day and forty (40) hours per week based on the employee's seniority over other part-time employees within the affected classification.

K. The employee shall make his claim in writing to the Store management within twenty-four (24) hours after the posting of the schedule, or such claim shall be waived. The employee whose hours have been claimed then assumes the hours of the claiming employee.

L. No claim can be made unless both parties to the claim are available and have the present skill and ability to perform the type of work being done.

M. Grievances pertaining to the application of shift claims shall be filed in writing with the Store management within forty-eight (48) hours of the posting of the schedule. Grievances not filed within this time limit shall be deemed null and void for the week that was scheduled, or any prior week.

N. Employees shall not be allowed to claim unscheduled overtime hours under this provision.

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O. A senior employee cannot claim a less senior employee's hours if such claim will result in the less senior employee working fewer than twenty (20) hours in a work week, except that an employee's hours may be claimed down to zero. Employees' schedules cannot be reduced between zero (0) and twenty (20) hours per week. It is expressly understood and agreed that employees can be laid off by this procedure.

P. Employee Training. An employee may request in writing to be trained in a job function within his job classification, for which the employer feels the employee is not currently qualified. After the request is made, the Employer may train at any time, provided the training must be given when the lack of training affects the ability of the employee to maximize hours.

Q. Nothing herein shall be construed as a guarantee of daily or weekly hours of work.

R. Seniority shall terminate for any of the following reasons:

1. Voluntarily quitting
2. Overstaying a granted leave of absence or vacation.
3. Failure to report for work upon recall after a layoff within four (4) working days after notification by registered letter or phone to the last address furnished in writing by the employee to the employer.
4. Discharge for just cause.
5. Continuous layoff for a period of nine (9) months.

S. Reduction of Hours. When it is necessary to reduce hours in the store, part-time employees performing the job duties affected shall be reduced initially. If all part-time employees in the affected classification have been reduced to twenty (20) hours, the least senior full-time employee in the affected classification in the store must have his hours reduced to twenty (20) before the hours of any other full-time employee in the affected classification are reduced.

T. Additional Hours. When hours which are on the posted schedule become available due to absenteeism of the scheduled employee(s) and the employer elects to replace some or all of the vacated hours, or when it is necessary to assign hours of work not on the posted schedule, the Employer will first offer, by seniority, to increase the hours of employee(s) already on the schedule for that day, provided the employees are qualified and no overtime pay results from such replacement hours. If hours are still needed, the store's more senior employee(s) who have indicated in writing their desire for additional hours, who are not scheduled or working that day, shall be called and offered, by seniority, the necessary replacement hours, provided such employee has the ability to perform the required work and provided the employee(s) can be contacted at the time the phone call is made and provided no overtime pay results from such replacement hours.



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U. **Unscheduled Overtime Hours.** Daily overtime not previously scheduled shall be offered in seniority order within the department, the classification and the store, to the employees present when the need for overtime arises.

Nothing herein shall be construed to require the scheduling of overtime when another employee's scheduled hours can be extended or part-time employees may be called in without overtime penalty. Hours unclaimed under this procedure may be assigned in reverse order of seniority among those employees within the department within the classification within the store present when the need of overtime arises.

V. When the Employer cannot fulfill its schedule needs from within the Bargaining Unit due to employees being on vacation or leave of absence, and employer elects to use persons from outside the bargaining unit on a temporary basis, that person can only be used up to sixty (60) days.

W. Each week, the Employer will alternate the schedules within a classification within each store after 6:00 p.m., and alternate on a weekly basis so that such work may be evenly divided as far as it may be practical. It is understood that the first (1<sup>st</sup>) cutter will be included with meat cutters in this rotation, however, the first (1<sup>st</sup>) cutter will work early on the market manager's day off. The above shall not apply to employees who, of their own volition, want to work the hours after 6:00 p.m. Sunday scheduling shall be on a voluntary basis. Should the employer be unable to obtain enough volunteers, employees in the reverse order of seniority within the job assignment shall be required to work.

X. The Employer will use its best efforts to give employees at least ~~one-two~~ (24) hours notice if an employee is required to work beyond the end of his or her scheduled shift. No employee shall be subject to discipline for failure to remain at work beyond the end of his or her scheduled shift.

**ARTICLE 6  
HIRE AND DISCHARGE**

A. In order for the employer to have ample time within which to properly evaluate the performance of an employee, it is hereby agreed that the Employer has forty-five (45) days after the initial date of employment within which to evaluate the employee. Within said forty-five (45) day period, the Employer may terminate the employee without recourse.

B. The employees shall not be discriminated against because of their Union membership, for their service on committees, or for legitimate Union activities. Further no employee shall be disciplined without just cause.

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C. DRUG TESTING: The employer may continue its drug and alcohol testing program currently in place. It is specifically agreed that refusal to take the drug test in accordance with the policy is subject to discipline which may include termination.

D. The parties will comply with all applicable laws and regulations regarding discrimination against any employee or applicant for employment because of disability, race, creed, color, national origin, sex or age.

If requested and in accordance with applicable law, the company will refer to transgender and/or non-binary employees by the gender of the employee's choice. It is understood that the foregoing provision is not subject to the grievance/arbitration provisions of the labor contract.

E. Affirmative action is to be governed by Federal and/or State law.

F. In the case of any newly hired or transferred employee, the Employer will give recognition to the verified number of hours of actual work experience on a comparable job which said newly hired or transferred employee may have performed within the previous ten (10) years for any other employer in a similar retail meat operation or independent butcher shop(s).

**ARTICLE 7  
VISITATION**

A. It is agreed that the accredited representative of the Union shall be admitted during working hours to any place of business of the employer, to investigate the standing of the employees, and said representative shall have the right to confer with the employees during working hours, as long as he does not cause any employee on duty to neglect his work, and after having first received permission from the Store Manager. In the event a Business Agent needs to visit the store during hours the store is closed, prior arrangements will be made with the Store Director before the store closes.

B. The authorized Union representative of Local #7 shall have the right to inspect the evidence of pay of said Employer to determine if the employee is receiving the proper pay at any time a question arises over such matter.

**ARTICLE 8  
UNION SHOP CARD**

A. The Union Shop Card is the property of the Union, and is loaned or displayed to Employers who sign and abide by this Agreement. The Employer agrees to display the Union Shop Card in a conspicuous place. The shop Card may be removed from any market by an authorized Union Representative of Local #7 for any refusal of the

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Employer to comply with the final decision of an Arbitrator, reached under the terms of the Grievance and Arbitration provisions of this Agreement.

B. Local #7 further agrees to use its influence with organized labor and its friends to patronize only places that display the Union Shop Card.

C. The Company will provide a bulletin board in the meat department for Union material only.

**ARTICLE 9  
UNIFORMS**

All uniforms and/or linen such as specific types of smocks or aprons required by the employer to be worn in the market by the employee shall be furnished by the Employer and laundered without cost to the employee and shall remain the property of the Employer. This paragraph shall not apply to the hand laundering of permanent-press garments. The Employer shall use its best efforts to arrange for a discount of required clothing.

**ARTICLE 10  
APPRENTICES**

One (1) Apprentice will be allowed for the first (1<sup>st</sup>) Journeyman in each market and then one (1) apprentice for each additional three (3) Journeyman, and no Apprentice shall be allowed to manage any retail market.

Nothing herein shall be construed to limit the use of Apprentices hired when qualified Journeymen are not available in the geographic area covered by this Agreement. Before hiring an apprentice in a store where the ratio would be exceeded, the Employer shall notify the Union of the need for a qualified Journeyman.

**ARTICLE 11  
VACATIONS**

A. Any employee who has been steadily employed by the Employer for one (1) year shall receive one (1) full week's vacation with pay; and further, all employees in the service of the employer for two (2) years shall receive two (2) full weeks' vacation with pay each year. All employees in the service of the employer for seven (7) consecutive years shall receive three (3) full weeks' vacation with pay each year. All employees in the service of the Employer for thirteen (13) consecutive years shall receive four (4) full weeks' vacation with pay each year. All employees in the service of the Employer for twenty (20) consecutive years shall receive five (5) full weeks' vacation with pay each year. In the event a holiday occurs in the vacation period of an employee, the employee will receive an extra day off at a mutually agreeable time, or pay in lieu thereof.

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All regular full-time employees, and all part-time employees, who were hired on or after August 21, 2005 and who have worked one thousand forty (1,040) or more hours in their anniversary year, covered by this agreement, shall receive one (1) week's paid vacation after one (1) year's service, two (2) weeks paid vacation after three (3) years' service, three (3) weeks paid vacation after eight (8) years continuous service, **and four (4) weeks' paid vacation after twelve (12) years' continuous service.** In the event a holiday occurs in the vacation period of an employee, the employee will receive an extra day off at a mutually agreeable time, or pay in lieu thereof.

B. 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 forty (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.

C. If an employee eligible for vacation is dismissed for drunkenness, or dishonesty, he or she shall not be eligible for vacation pay.

D. Any Employer who maintains a regular part-time employee (employees working twenty (20) hours or more per week and less than forty (40) hours per week) shall receive pro rated vacation with pay based on the average hours worked per week for the year, based on the same years of service as Section A. above.

E. In the case of three (3) week or four (4) week or five (5) week vacation periods provided above, the first two (2) weeks may be consecutive. The third, fourth and fifth weeks shall be taken as mutually agreed upon between the Employer and the employee. The Employer will not change the employee's vacation schedule without four (4) weeks; advance notice.

F. Time spent on leave of absences of any sort shall be counted for purposes of computing vacation pay.

G. Vacation pay shall be paid prior to leaving on vacation if qualified for a vacation and if the employee requests vacation pay two (2) weeks prior to leaving on vacation; or at the option of the Employer, vacation pay due an employee may be paid on the employee's anniversary date.

H. The Employer retains the right to determine the number of employees who may be on vacation at any given time. However, in no event shall it be less than one (1) person per meat bargaining unit per week.

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**ARTICLE 12  
HEALTH AND WELFARE COVERAGE**

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

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

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

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

**"Up to" increase on January 1, 2021.**

<del>Changes effective June 1</del>	Current	2022 <del>19</del> – Hours worked in first month following ratification	January 2023 hours payable in February <del>1/1/2020</del> 2023 "Up to"	January 2024 hours payable in February <del>1/1/2021</del> 2024 "Up to"
Plan A Hired Before 3/26/2005	<del>\$988.78</del> 807.14	<del>\$1,030.31</del> 863.64	<del>\$1,081.82</del> 924.09	<del>\$1,135.92</del> 988.78
Plan A Hired After 3/27/2005	<del>\$850.59</del> 694.33	<del>\$886.31</del> 742.93	<del>\$930.63</del> 794.94	<del>\$977.16</del> 850.59
Plan B Hired Before 3/26/2005	<del>\$791.01</del> 645.70	<del>\$824.23</del> 690.90	<del>\$865.44</del> 739.26	<del>\$908.72</del> 791.01
Plan B Hired After 3/27/2005	<del>\$680.47</del> 555.47	<del>\$709.05</del> 594.35	<del>\$744.50</del> 635.95	<del>\$781.73</del> 680.47
Plan C Hired After 3/27/2005	<del>\$428.68</del> 349.93	<del>\$446.68</del> 374.43	<del>\$469.02</del> 400.64	<del>\$492.47</del> 428.68

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

1. Using the latest financial data available as of each September (or most recently available data in preparation for the December fund meeting)<sup>1</sup>, 2020, co-consultants will develop a forecast through 12/31/20241.
2. In preparing the forecast, the below trend rates will be used.
3. If the forecast projects an ending balance at 12/31/20241 that is below the target reserve level (average of 1.4 months of expense for the 12 months ending 12/31/20241, plus IBNR at 12/31/20241), then the employer contributions will be increased effective January 2023 and 20241 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.
4. In no event will the increase in the employer contributions rates exceed 57.0% in 2023 or 2024. In no event will the “up to”2024 employer contribution rates be less than the 2020-prior year's employer contribution rate.
5. Co-consultants will work together to develop increases that are as close as possible. In the event co-consultants develop materially different estimates, the lowest increase will be implemented while Trustees resolve the differences between the two estimates of the co-consultants. Any arbitration concerning the differences between the two estimates shall be held not more than sixty (60) days following deadlock.

Agreed upon trend:

Year	<u>2019</u>	<u>2020</u>	<u>2023</u>	<u>2024</u>
PPO Medical	<u>6.5%</u>	6.5%	6.5%	6.5%
Prescription Drug	<u>8.0%</u>	8.0%	8.0%	8.0%
Dental	<u>4.0%</u>	4.0%	4.0%	4.0%
Vision	<u>3.0%</u>	3.0%	3.0%	3.0%
Time Loss	<u>0.0%</u>	0.0%	0.0%	0.0%
Kaiser Premium	<u>6.5%</u>	6.5%	6.5%	6.5%
Medicare Advantage	<u>5.0%</u>	<u>5.0%</u> <u>Actual</u>	<u>5.0%</u> <u>Actual</u>	<u>5.0%</u> <u>Actual</u>
Life Premium	<u>0.0%</u>	0.0%	0.0%	0.0%
Provider Access Fees	<u>Actual</u>	Actual	Actual	<u>Actual</u> <u>3.0%</u>
Stop Loss Premiums	<u>Actual</u>	<u>3.0%</u> <u>Actual</u>	<u>3.0%</u> <u>Actual</u>	<u>3.0%</u> <u>Actual</u>
Administration	<u>Actual</u>	3.0%	3.0%	3.0%
Investment Income	<u>2.0%</u>	<u>1.252.0%</u>	<u>1.252.0%</u>	<u>1.252.0%</u>

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**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 five dollars (\$5.00) per week if enrolled in employee only coverage, ten dollars (\$10.00) per week if enrolled as employee plus spouse or employee plus children and fifteen dollars (\$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.

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

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

**General Rule**

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

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- Newly eligible employee must initially make a positive election to enroll in the Plan. Terms of initial enrollment will remain in effect until coverage under the Plan terminates or until a change is desired.

**Special Rules**

- Newly eligible employees – must enroll within 90 days.
- Current special enrollment event rules that remain in effect
- Newly acquired dependent – must enroll within 30 days. The effective date of coverage will be:
  - Marriage – the date of marriage.
  - Birth of a dependent – the date of birth.
  - Adoption or Placement for Adoption of Dependent – date of adoption or placement for adoption.
- Employee or dependent lose coverage under another plan – must enroll within 30 days (Exception: If loss of coverage is under this Plan, individual has 60 days to enroll under Plan). The effective date of coverage will be the first day of the month following the termination of coverage.
- Special disenrollment rules that remain in effect:
  - Dependent spouse becomes covered under spouse's employer's plan or employment status so that the spouse is no longer eligible to participate in a health plan sponsored or maintained by his/her employer - Plan must be notified within 60 days of spouse's coverage to discontinue payment of working spouse fee. The cessation of the working spouse fee is prospective only.
  - Disenrollment – if dependent loses status as eligible dependent or an employee or dependent becomes covered under another plan – must disenroll within 60 days of event causing loss of coverage or effective date of coverage under another plan. The reduction in the weekly payroll deduction is prospective only.
- New procedures/rules.



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- Administration office will need to do semi-annual verification of continuation of student status of known students plus any child who attains age 19 in the spring and fall of each calendar year.
- For first claim filed by spouse each calendar year, administration office will need to verify working status of spouse and if working, determine if covered by employer's plan.
- Continuation of Rule Regarding Special Enrollment Events
- Employees currently enrolled in the Plan shall continue to be enrolled in the Plan unless they made a positive election to discontinue their enrollment or change their coverage. A discontinuation in coverage may be made within sixty (60) days of a special enrollment event as defined by the Plan. Administrative office will need to do semi-annual verification.

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

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

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

**Initial Eligibility** – Part-time employees hired before **March 26, 2005** who on **March 26, 2005**, have met the initial eligibility requirement for benefits under the Trust will continue to be eligible for coverage provided the employee enrolls in the Plan beginning in 2005, and further provided the employee has made the required employee co-premium payment. Such employees shall continue to be

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eligible for Plan A if such employee was eligible for Plan A on **March 26, 2005**. Employees who were eligible for and were participating in Plan B on **March 26, 2005**, shall participate in Plan B until such employee has been covered under such Plan B for 24 months. Thereafter, such employee may advance to Plan A provided they continue to enroll and meet the eligibility requirements of the Plan. Employees hired on or before **March 26, 2005**, who are not eligible for coverage as of **March 26, 2005** shall be required to meet initial eligibility for Plan B, and subsequent eligibility to begin participation in Plan A, as provided in the predecessor agreement which terminated in June 2005.

All part-time employees and their eligible dependents hired on or after **March 26, 2005** shall, beginning the first of the month following 12 calendar months of employment (but not before January 1, 2010 with regards to eligible dependents), be eligible to enroll and participate in the Health Plan under the Health Plan C. Upon completion of the first (36) months of eligibility under Plan C, such employee and their eligible dependents may enroll in Plan B for the next (36) months of eligibility under Plan B. Thereafter, provided the employee continues to maintain eligibility, such employee and their eligible dependents may enroll and participate in Plan A.

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

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

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

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

- The Plan's current coordination of benefit provision and credit balance system shall be replaced with a coordination of benefit provision that limits payment to the maximum payable under the Plan.
- The Plan shall adopt a fee of one hundred dollars (\$100) per month for a spouse of a covered employee who is eligible to enroll in health coverage at their employer, but fails to do so, as a condition of enrollment in this Plan.

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- Adopt the long term funding policy contained herein.
- The Parties agree to adopt true managed care approaches to providing mental/nervous and physical benefits under the Plan. The Plan Administrator should not perform such managed care.
- The Parties will adopt cost control measures that will aid the Fund in managing costs within the contributions provided by the Employers and Participants to this Plan.

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

**Effective January 1, 2020, Plan B's dental benefit shall become identical to the benefit for Plan A. Effective January 1, 2020, any employee and their dependents who are enrolled in Plan B shall receive the improved dental benefit.**

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.

### Health and Care Management

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

- Quality education campaign for all participants
  - Superior participant communications, including robust web tools
  - Superior participant information tools
  - Analytics measuring participation, compliance, and results
  - Very strong comprehensiveness of programs
  - High levels of integration
  - Strong physician behavior change mechanisms
  - Significant levels of medical and drug trend reduction
1. Establish a health risk assessment questionnaire to be completed annually. If employee and spouse complete annually, such employee's co-premium to the Plan shall be reduced five dollars (\$5) per month for each employee and spouse (max ten dollars (\$10)) for that enrollment's calendar year. An HRQ must be completed each year during enrollment to be eligible to receive the HRQ incentive for each year. During the term

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of this Agreement, the Trustees may, by mutual agreement, reallocate the HRQ incentive amounts provided above.

2. Establish 24-hour nurse call-in line and/or medical decision support.
3. Develop a medical management program that targets high-risk participants with chronic diseases such as diabetes, obesity, asthma and cardiovascular disease. In order to encourage participant engagement in such programs and to enhance the goal of improving health status a series of incentives must be developed.

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

4. Establish free and/or reduced cost educational programs such as:
  - a. Weight management
  - b. Smoking cessation
  - c. High Cholesterol
5. Reduce prescription drug co-pays as shown below for participants taking maintenance drugs (and related supplies which require a prescription) for certain disease states which would include categories of drugs such as:
  - a. Hypertension
  - b. High cholesterol
  - c. Diabetes control drugs
  - d. Asthma
  - e. Glaucoma
  - f. Osteoporosis

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

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

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

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

Utilize nationally recognized guidelines as a basis for coverage.

The trustees of the Plan shall be directed to make the following adjustments to the benefits Plan: Effective February 1, 2017, increase the disability benefit cap to \$300.

**Long Term Funding Policy**

1. The parties recommend to the trustees that a Minimum Reserve Requirement be established equal to IBNR reserves plus a lag month reserve. The Fund consultants shall calculate the IBNR and lag month reserve requirement at least once every twelve months beginning on (date) and report these amounts to the Trustees at their next regularly scheduled meeting. Any withdrawing employer shall reimburse the Fund for their participants claims run off.
2. If the market value of the assets at any twelve-month review point is ever below the calculated IBNR level as calculated by the Fund consultants, then the Fund consultants shall prepare recommendations for benefit plan redesign an/or employee co-premium contributions such that the dollar amount of any such deficiency will be fully recovered by the end of the 12-month period beginning after the trustee meeting in which the deficiency is first projected.
3. No changes are permitted that would violate any contractual agreement between the Fund and any third party vendor.
4. If the Fund consultants cannot agree on a recommended plan of benefit redesign an/or employee co-premium contributions, and the Trustees cannot agree to a corrective action plan, by virtue of deadlock motions, then the trustees must act to adopt the recommended corrective action

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plan that has the least adverse impact on plan participants, however, one set of Trustees may exercise the Fund's dispute resolution procedure on an expedited basis to determine if other corrective actions must be taken.

5. The minimum reserve target defined above is solely meant to be a "floor". It is not also a "ceiling". That is, no Trustee action is required or expected in the event that reserve levels are above the minimum reserve target.
6. The Long Term Funding Policy provisions of this Article are suspended for the period of May 11, 2012 through and including September 12, 2015.

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

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

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

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

**ARTICLE 13  
SICK LEAVE**

A. All employees covered by this Agreement, who normally work one hundred and four (104) hours a month or more and who have been continually employed by their Employer for a period of one (1) year, shall be credited with the equivalent of six (6) days' sick leave with pay.

B. Unused sick leave shall be cumulative, and after the first year of continuous employment, said employees shall accumulate unused sick leave at the rate of one half (1/2) day per month for each month of continuous employment in which they work at least ninety-six (96) hours in a four week month or one hundred and twenty (120) hours in a five week month, but not to exceed a maximum accumulation equivalent to sixty (60) full days.

C. A doctor's certificate or other authoritative verification of illness may be required by the Employer. Said sick leave is to commence after the second (2<sup>nd</sup>) day's absence

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due to sickness or non-occupational injury. Sick leave pay shall commence on the first day provided the employee is hospitalized or undergoes outpatient surgery or has accumulated in excess of one-hundred ninety-two (192) hours of sick pay and shall be paid at the rate of one hundred percent (100%) of a day's pay for each work days' absence thereafter until such sick benefit allowance is used up.

D. For the purpose of full-time employees, one hundred percent (100%) of a day's pay shall mean eight (8) hours' pay at the employee's regular classification rate for those days which the employee would have worked had the disability not occurred, calculated at straight time.

The waiting period herein provided before one hundred percent (100%) of a day's pay commences, shall apply for each illness or non-occupational injury, in case the sick benefit allowance has not been used up in previous illnesses or non-occupational injuries.

E. Sick leave shall be paid to part-time employees who normally work at least ninety-six (96) hours in a four week month and one hundred and twenty (120) hours in a five week month or more on the basis set forth above on a pro-rate total hours worked during the year preceding the anniversary date as a ratio of 2,080 hours, but can accumulate only for a maximum of ten (10) years.

F. Sick leave benefits are not convertible to cash.

G. In occupational injury cases wherein the employer provided substantially equivalent coverage as would be provided under Workmen's Compensation, payment from the above coverage and sick benefit allowance shall be paid separately, but in the event the equivalent to compensation benefit payment covers all or part of the period during which sick benefit allowances are paid, the sum of the two shall not exceed the sick benefit payable for said period. The same rule shall apply to any accident and sickness insurance payments.

H. When an employee is absent due to an occupational injury where no coverage equivalent to Workmen's Compensation is provided, the employee shall receive his regular compensation from accrued sick leave credit to the extent such sick leave is available.

I. Employees who are injured on the job will promptly notify the person in charge of the store and where immediate medical treatment is necessary, will not suffer any loss of pay for their scheduled shift for time spent on that day or for time lost on that day pursuant to the doctor's advice.

J. Notwithstanding any provision herein, no employee shall receive more than eight (8) hours in any one work day or forty (40) hours in any one work week at the employee's straight-time hourly rate for any illness or injury.

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K. Employees hired on or after August 21, 2005. Employees hired on or after August 21, 2005 who have completed one (1) consecutive year of employment shall commence accumulating sick leave credit of up to two (2) hours for each month that such employee works at least ninety-six (96) hours in a four week month or one hundred twenty (120) hours in a five week month. Such credit shall be determined by dividing the actual hours worked for such month by one hundred sixty (160) hours (in a four week month) or two hundred (200) hours in a five week month times two (2). Unused sick leave shall not exceed a maximum accumulation of one hundred forty (140) hours. Sick leave shall be paid as provided in the preceding sections, except sick leave shall not commence until the third (3<sup>rd</sup>) full workday's absence. **Said sick leave is to commence:**

- **on the third (3<sup>rd</sup>) full workday absence for sickness or non-occupational injury;**
- **on the second (2<sup>nd</sup>) full workday's absence if the employee is hospitalized, undergoes outpatient surgery, or has accumulated in excess of ninety-six (96) hours but less than one hundred ninety-two hours, and;**
- **on the first (1<sup>st</sup>) full workday's absence if the employee is hospitalized, undergoes outpatient surgery, or has accumulated in excess of one hundred ninety-two (192) hours.**

L. For all employees, any employee ineligible for first or second day sick pay under this provision shall be permitted to use up to five (5) days per year of vacation accrued pursuant to Article 11 or unused personal holidays as payment for such employee's first or second day sick time, at the employee's election. Notwithstanding other requirements to use personal holidays or unused and accrued vacation, there shall be no management discretion to deny pay for such absence, except that a doctor's certification or other authoritative verification of illness may be required by the Employer. In order to use personal holidays and/or vacation pay for a sick absence, the employee must provide at least two (2) hours' notice prior to the start of such employee's scheduled shift.

**ARTICLE 14  
PENSION**

The Union and the Employer acknowledge and consent to the merger of the Clerk and Meat Pension Plans, which was made effective as of July 1, 2016.

**Employer Contributions.** Effective the first full month in which the benefit schedule provided for in the Rehabilitation Plan Alternative Schedule attached hereto as Appendix B takes effect, the Employer shall pay eighty-nine cents (\$0.89) per hour for all hours worked at straight time (including hours worked on Sunday, vacation and holiday hours paid) into the Denver Area Meatcutters 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.



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In the event the New Hire Benefit goes into effect as provided herein, then effective with hours worked after the adoption of such Benefit, the Employer shall pay an additional ten cents (\$0.10) per hour for all hours worked at straight time (including hours worked on Sunday, vacation and holiday hours paid) to fund the benefit.

~~Delete the Pension Protection Act (PPA) section in the current Agreement. Effective January 31, 2017, the supplemental contribution contained therein shall cease. Effective February 1, 2017, the base pension contribution rate for all contracts shall be increased to \$1.25 per hour (based on preceding month hours). Effective February 1, 2017 (January 2017 hours), the base contribution rate shall be reduced to \$1.05 per hour. Such reduced contribution shall continue through the payment made in July, 2019 (June hours). Effective August 1, 2019 (on July, 2019 hours) the base contribution rate shall return to \$1.25. The Employer will maintain the current hourly contribution rate of \$1.60 per hour for the term of the contract.~~

The Union and the Employer acknowledge and consent to the Trustees' of the Plan to provide for the ability of Courtesy Clerks to earn benefit accruals on a prospective basis. For Courtesy Clerks on the payroll as of January 1, 2016, the Trustees shall be directed to apply the greater of the current benefit accrual for Courtesy Clerks or the provisions contained herein for each service year whichever is greater. The Courtesy Clerk accrual shall be equal to \$30.00 per month per year of service. Direct the Trustees to amend the Plan to modify plan eligibility for Courtesy Clerks to reflect eligibility with first hour worked effective January 1, 2016 on a prospective basis.

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

~~Effective February 1, 2017 (January 2017 pension hours), in addition to the contributions required herein, a supplemental contribution of twenty cents (\$0.20) per hour times the pension hours for that month shall be contributed to the active health and welfare fund. Such supplemental contribution shall continue through the payment made in July 2019 (June pension hours).~~

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

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

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

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- ~~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.~~

Long-Term Funding Policy

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

At the trust meeting set no more than six (6) months prior to the expiration of the 2015-2019 contract, the actuaries are to determine the contribution rate necessary to continue funding current benefits and to maintain PPA green zone status for at least the next ten years. In the event the actuaries determine that a lower contribution rate is sufficient to continue current benefits, the Union and the Employers will share equally the excess funding. The Union may restore reduced benefit accruals 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 base set forth above.

New Hire Benefit:

If the Trustees adopt the Alternate Schedule described herein, and such Schedule becomes fully effective, the Trustees are authorized to amend the Plan (if they believe it is appropriate to do so) in order to provide the following Benefit for those participants whose employers have adopted the Alternate Schedule above. Newly hired employees hired on or after August 21, 2005 shall be eligible to receive an accrual rate per month for each year of credited service earned by such employees, commencing the first full month in which the benefit schedule provided for in the Rehabilitation Plan Alternative Schedule takes effect, subject to the following terms, conditions and limitations:

- Funding through an employer supplemental contribution of ten cents (\$0.10) per hour;

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- Normal retirement age of 65;
- The accrual rate shall be ten dollars (\$10) per month for each year of credited service earned commencing in the first full month in which the benefit schedule provided for in the Rehabilitation Plan Alternative Schedule takes effect.
- The accrual rate shall be fifteen dollars (\$15) per month for each year of credited service earned on or after beginning with the thirty-seventh (37th) month after the new hire benefit goes into effect.
- Any adjustable benefits otherwise provided by the Plan, including but not limited to Rule of 80 Pension, are inapplicable to this "new hire" benefit; and,
- Agreement by the plan's co-actuaries that the "new hire" benefit can be funded by the ten cents (\$0.10) per hour employer contribution, otherwise the benefit shall be in the amount, up to ten dollars (\$10) or fifteen dollars (\$15) per month per year of credited service as specified above, the co-actuaries agree can be provided by said funding.

Said Pension Fund shall be used to provide benefit pensions for eligible employees of the Employer as provided in a Pension Plan, the terms and provisions of which are to be agreed upon by the parties hereto; said Pension Plan shall, among other things, provide that all benefits under the Plan and costs, charges and expenses of administering the Plan and all taxes levied or assessed upon or in respect of said Plan or Trust or any income there from shall be paid out of the Pension Fund.

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

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

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

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**ARTICLE 15  
BEREAVEMENT LEAVE**

A. Upon request, an employee covered by this Agreement shall be granted the necessary time off with pay at his regular straight time rate of pay in order to make arrangements for and/or attend a funeral occasioned by a death in his immediate family. Such time off with pay shall in no event exceed three (3) regularly scheduled working days.

The immediate family is defined as the employee's father, mother, step parents, grandparents, grandchildren, spouse, **common-law spouse, an individual in a civil union with the employee if recognized by State law**, children, step-child, brother, sister and father, mother, brother and sister of then existing spouse. Payments shall not be made hereunder where the relative's death occurs while the employee is on vacation or on a leave of absence. Additional time, without pay, shall be granted as needed by the employee up to seven (7) days for the above defined immediate family as well as for aunts, uncles, niece, nephews, step-brother, step-sisters and grandparent of then existing spouse.

Bargaining Note: For unique circumstances, the Employer and the Union will meet to discuss any additional needs for leave under this section.

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

The Employer may require satisfactory evidence confirming the relationship to the deceased person.

C. Funeral leave will be paid only with respect to a workday on which the employee would have otherwise worked, and will not apply to an employee's scheduled day off, holidays, vacations, or any other day on which the employee would not have worked; shall be paid at the employee's regular straight-time hourly rate of pay; and shall not exceed eight (8) hours of pay for any one (1) day of absence or a total of twenty-four (24) hours' pay in the event of a death in the employee's immediate family. Funeral leave for regular part-time employees, as defined above, will be pro-rated upon the employee's average daily hours worked.

**ARTICLE 16  
JURY DUTY**

A. Employees required to report for jury service, or to serve on a jury other than a grand jury on any scheduled work day, shall be paid a full basis workday's pay for each such day, less any remuneration received by the employees for such jury service; provided, however, that a days' pay for part-time employee shall be paid for the number of hours regularly scheduled for the employee on the day in question.

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B. When an employee is excused from jury service, either temporarily or permanently, on any scheduled work day, the employee shall promptly report to complete any remaining hour of his scheduled workday.

1. The employer shall not alter an employee's scheduled work week solely because of any employee's jury duty service.
2. A night shift employee, who serves on jury duty during the day, shall be excused from the work the night following the day on which he serves in the amount of time equal to the number of hours he served during the day, up to the number of hours he was scheduled to work that night.
3. An employee summoned to report for jury duty will advise the Store Manager promptly upon receipt of such summons in order to be eligible for jury duty pay.

**ARTICLE 17  
COMPANY MEETINGS**

Employers will not schedule Company meetings to conflict with the scheduled union meetings, provided the Union notifies the employer of such scheduled meetings.

Employees may be required to attend Company meetings on their day off. Employees will be paid their regular straight-time hourly rate for all time in attendance at such meeting.

**ARTICLE 18  
SHOP STEWARDS**

The Employer recognizes the right of the Union to designate a Job Steward for each store from among the more senior employees working at such store. It is agreed that there will be no discrimination against such employees by reason of their selection as Stewards. However, such employees selected shall perform their Steward duties as to not neglect normal work assignments. Stewards shall not be authorized to settle any grievances or enter into any understanding contrary to this Agreement, nor shall they make any interpretations, contrary to the Union interpretation of any Contract clause.

**ARTICLE 19  
"FREE WORK" PROHIBITION AND CHILD LABOR LAWS**

It is intended that there shall be no "free" or "time-off the clock" work practices under this Agreement. Any employee found by the Employer to be engaging in such unauthorized practice shall be subject to discipline which may include termination.

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It is intended that all sixteen (16) and (17) year old employees will comply with the job duty restrictions as provided under State of Wyoming and Federal Child Labor laws. Any minor employee found by the employer to be performing job duties contrary to State and Federal Child Laws shall be discharged.

**ARTICLE 20**  
**REGULAR EMPLOYEES**

A. Employees working twenty (20) hours and more per week, but less than forty (40) hours, shall be considered regular part-time employees and shall be entitled to all the benefits as are the full-time regular employees covered by the Agreement, on a prorated basis according to the average number of hours worked per week in the employee's current anniversary year of employment. All employees but one shall be scheduled at least twenty (20) hours in a work week, if available.

B. Regular employees shall include all those regularly employed for at least forty-five (45) days by the Employer. In the event of a temporary layoff and the employee is called to work by the Employer, such employee shall not lose his or her classification or rating as a regular employee.

C. Definition of Full-Time Employee. A regular full-time employee is described as an employee who has been hired as such or scheduled or worked forty (40) or more hours a week for four (4) consecutive weeks, except for employees hired as or advanced to a full-time schedule between June 1st and September 15th. If the employee who has worked the four (4) forty (40) hour weeks is not the senior employee who had requested full-time, in writing such employee shall remain in part-time status and the senior qualified employee in that classification in that store, who has requested full-time, shall be changed to full-time status.

New Section: Any employee may indicate his or her desire to be regularly scheduled fewer than twenty (20) hours in a workweek and management will have the discretion to so schedule the employee. An employee can withdraw consent to be so scheduled under this provision at any time. This provision is not intended to circumvent any scheduling provisions of the Collective Bargaining Agreement.

Bargaining Note: It is the specific intent of the parties that less than minimum hour employees are not a separate classification and shall be subject to Article 5 on the same basis as other employees.

For these workers, which the Employer will specifically identify for purposes of audit review, the Employer will make healthcare contributions for any employee who has at least one (1) year of service and who has worked eight hundred (800) hours during any anniversary year following the employee's first anniversary.

The amount of contributions, which would be retroactive to the beginning of the year once the eight hundred (800) hour threshold is met, is two hundred dollars (\$200.00)

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per month. Notwithstanding any contributions, qualifications for benefits remains as set forth under Article 12.

## ARTICLE 21 HOURS OF WORK AND OVERTIME PAY

A. Eight (8) hours shall constitute a day's work, same to be worked within nine (9) consecutive hours with one (1) uninterrupted hour off for lunch each day.

The work week shall consist of five (5) eight (8) hour days to be worked Monday through Saturday, for full time employees. When an employee works six (6) days in a work week, time and one-half (1 ½) rate shall be paid for the work on the day the least number of hours are worked.

B. **Sunday Premium:** All work performed on Sunday shall be paid at \$1.00/hr. in addition to the employee's regular straight-time hourly rate of pay. For all purposes of this agreement, Sunday shall begin at 12:01 A.M. and terminate at 12:00 Midnight.

Employees working on Sunday will be guaranteed four (4) hours work or pay in lieu thereof. Employees may be scheduled to work for more than four (4) hours; however any employee required to work more than one (1) hour beyond their scheduled hours on Sunday shall be guaranteed eight (8) hours work or pay in lieu thereof.

Employees shall not be required to work Sunday if they do not elect to do so for any personal or religious purposes, except, should there be insufficient employees of the appropriate classifications to staff the store as a result of the provisions of this Article, the employees may be assigned to work and assigned to the schedule in inverse order of seniority. Also, they may not be infringed upon or their employment jeopardized for their refusal to work on Sunday.

Sunday shall be set aside as a premium day, and shall not be considered as part of the employee's regular work week, Monday through Saturday. All work performed on Sunday shall be paid at \$1.00/hr. in addition to the employee's regular straight-time hourly rate. No regular full-time employee or part-time employee who elects to work on Sunday shall suffer any reduction in hours worked during their regularly assigned work week, Monday through Saturday.

If an employee who is currently working forty (40) hours, Monday through Saturday, is requested to work on Sunday, and those Sunday hours are included within his/her forty (40) hours, he/she may refuse to accept such Sunday work without having his/her forty (40) hours reduced.

All work on Sunday must be performed by employees who are covered within the Bargaining Unit.

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Employees hired on or after August 21, 2005 shall not be eligible for Sunday Premium.

- C. The Employer shall post a schedule not later than 12:00 P.M. Friday showing each employee's hours and days off the following week.

**Bargaining Note:** The parties agree that there is nothing in this agreement that presents or is inconsistent with the Employer's use of "two-week scheduling", if it should so choose to schedule that far in advance. It is understood that circumstances may require the management to change or alter schedules during the work week in case of emergency (such as fire, strike, flood, illness, leaves of absence, or act of God). The schedule may be changed for other reasons with the written consent of the employee(s) affected and the Company agrees to use "good faith efforts" to work with employees to edit the schedule in case of personal emergencies (such as doctor's appointments). It is agreed that the Employer may edit the schedule to accommodate a new hire, but that the hours already assigned on the schedule to existing employees shall not be affected for the week(s) in question. The Company may cease "two-week scheduling" at any time in its sole discretion.

- D. Employees required to report for work and upon reporting find no work available shall be guaranteed either four (4) hours' work or four (4) hours' pay in lieu thereof.

- E. Overtime shall be paid for at one and one-half (1-1/2) times the regular rate of pay for all work in excess of eight (8) hours in any one (1) day and/or all work performed in excess of forty (40) hours in any one week.

- F. Split shifts shall not be required.

- G. Night Premium: Effective with the execution of this Agreement, ~~two one~~ dollars (\$24.00) per hour shall be paid to employees for all work performed between the hours of 10:00 p.m. and 6:00 a.m., in addition to the employee's regular straight-time hourly rate of pay. This premium pay shall not apply when the employee is working at overtime or on Sunday or on a holiday.

In the event overtime beyond eight (8) hours is worked on such shift, the overtime rate shall be computed on the straight time rate which shall not include the ~~two one~~ dollars (\$24.00) per hour premium pay.

- H. The employees shall be allowed a one hour lunch period, as near the middle of the employee's work shift as reasonably possible except in the case of emergencies.

- I. Rest Periods: Employees working ~~more than six (6) eight (8)~~ hours in a work day shall receive a fifteen (15) minute rest period during the first (1<sup>st</sup>) half of their shift and a fifteen (15) minute rest period during the second (2<sup>nd</sup>) half of their shift. Rest periods shall be on the Employer's time. Employees shall not take more than such rest periods. An employee shall be given one fifteen (15) minute break per four (4) hour shift.



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J. There shall be at least eight (8) hours' time lapse between an employee's scheduled work shift from one day to another or time and one-half (1-1/2) shall be paid for the hours worked until such eight (8) hours between shifts has elapsed.

K. There shall be no compounding or pyramiding of premium and/or overtime pay and only the highest applicable rate shall be paid.

L. Leaves of Absence:

1. Leaves of absence without pay for reasonable periods up to twelve (12) months shall be granted by the Employer for bona fide sickness, injury or pregnancy. Extension of leave of absence beyond twelve (12) months shall be at the discretion and mutual agreement of the Employer. Requests shall not be arbitrarily refused.

2. Consistent with the law, an employee must be qualified to return to work upon completion of a leave of absence. The employee may be required to submit to the company medical information concerning all matters that may relate to the employees job performance and his or her physical or mental limitations. If the leave of absence were not for medical purposes, the employee shall then be returned to do the job previously held, or to a job comparable with regard to rate of pay, on the first weekly schedule made up after the Employer and the Union have received notice in writing of the employees availability. If the leave of absence were for medical purposes, the employee will be returned to work upon receipt of information submitted by the employee or obtained by the Employer.

If employee returns to work without any physical or mental limitations, the employee will be returned to his or her pre-injury job.

3. All leaves of absence are to be requested in writing and shall state: (a) reason, (b) date leave is to begin, and (c) expected date of return to work. Leaves of absence shall be granted in writing.

4. A personal leave of absence without pay for reasonable period not to exceed six (6) months may be granted by the employer to regular employees who have completed one (1) year of service for other reasons mutually agreed to between the employer and the employee.

The employee must be qualified to resume his regular duties upon return to work from an approved leave of absence. A doctor's certificate verifying that the employee is able to resume his normal duties may be required. The employee shall be returned to the job previously held, or to a job comparable with regard to rate of pay no later than on the first (1<sup>st</sup>) weekly schedule made up after the Employer and the Union have received notice in writing of the employee's availability.

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All leaves of absence must be requested in writing to the store manager unless the employee is physically disabled to the extent that such advance request is not possible and shall state: (1) the reason (2) date leave is to begin, and (3) expected date of return to work. Leaves of absence shall be granted in writing in advance and a copy shall be given to the employee.

**A leave of absence, without pay, shall be granted upon request by an employee who has completed one (1) year of continuous service in the bargaining unit at the time of the request to address issues that arise from the military deployment of a family member for a total of up to six (6) consecutive months within a two year period. For the purpose of this leave, "family members" shall be:**

1. **Spouse and parents of the employee.**
2. **Biological or adopted unmarried children under nineteen (19) years of age and full-time students up to age twenty-three (23).**
3. **A child of any age who is incapable of self-support.**
4. **Any relative residing in the employee's home and dependent upon the employee for care.**
  
5. **Safe Leave. The parties recognize that, in accordance with Colorado law, which the Company also agrees to follow in Riverton, Wyoming, employees may request and take up to three working days of leave from work in any twelve-month period if the employee is the victim of domestic abuse, stalking, sexual assault or the victim of any other crime. In accordance with law, the employee must give reasonable notice to his or her department manager, when possible.**

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

- M. Union Leave:** Subject to the legitimate needs of the business, leaves of absence without pay for union business not to exceed six (6) months shall be granted by the Employer to employees who have completed one (1) year of service, provide the request is made at least three (3) weeks in advance of the beginning of the leave and another employee in the same store is not already on a union leave of absence or scheduled to be on a union leave concurrent with any portion of the period of the requested leave. This six (6) months shall be extended by an additional six (6) months upon request by the union. The Employer shall unreasonably deny such request.

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In the event a specific request cannot be granted, the union may contact the Employer's Director of Labor Relations for discussions of possible alternatives.

**ARTICLE 22  
CLASSIFICATION AND JOB DESCRIPTION**

A. Head Meatcutter: The Head Meatcutter shall be a qualified Journeyman Meatcutter, who shall perform all the duties of a Journeyman Meatcutter, and in addition, because of greater working skill and experience that he must possess, he shall be able and qualified in the performance of his work, to order and receive merchandise and to train and direct the work of other less skilled employees of the Meat Department.

B. Journeyman: A Journeyman is a skilled Meatcutter who has either served his apprenticeship in accordance with the period of time as set forth in this Agreement, or who has otherwise qualified as a skilled Meatcutter.

C. Apprentices: An Apprentice is a person learning all of the details and developing skills or performing, after a stated number of years; term, all of the duties of a Journeyman meatcutter. Apprentices must be at least eighteen (18) years of age. For the purposes of affording Apprentices the opportunity to learn all phases and skills of a Journeyman Meatcutter, the Employer shall be responsible for and assign Apprentices to all various jobs in the Meat Department for specified times to insure he will be a qualified Journeyman at the end of his apprentice training period. Meat Wrappers shall have equal opportunity to become Apprentice Meatcutters before hiring new Apprentices; provided, however, any wrapper desiring consideration for a Meatcutter position, shall notify the Store Director in writing with a copy to the Union.

D. Wrappers. A Wrapper is a person employed in a market or department engaged in the wrapping, scaling, pricing and stocking of meat, poultry, and fish as heretofore described in this Agreement. The work allotted to this classification shall be strictly confined to weighing, scaling, pricing, tagging the packages, clean up work and service to the customers in this particular department, stocking and straightening up and replenishing of the cases during rush hours. \* (See Bargaining Note)

Meat Wrappers shall be permitted to use the tools of the trade in the performance of duties in response to a specific customer request.

E. A Journeyman performing the duties of the Head Meatcutter in his absence for one (1) week or more will receive the Head Meatcutter contract hourly wage rate, provided on appendix "A" schedule of Wages for such hours worked.

F. Butcher Block Fish Clerks will be limited to performing work in the designated service area where meat, poultry, fish and seafood are dispensed to customers on an employee service rather than customer self-service basis. It is agreed that the Butcher Block Fish Clerk can stock and service the meat department's Club Pac aisle of the store.

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It is agreed that work in the store of slicing, grinding, sawing or cutting of the product sold in the butcher block will be performed by employees paid appropriate Meat Department rates, except for incidental work performed on Butcher Block fish clerks shall have the opportunity to become a Meat Wrapper or an Apprentice Meatcutter before hiring new employees for those positions.

\*Bargaining Note: The total intent of adding the words "and service to the customers" is to allow the Wrapper to serve the customer during Meatcutter absence defined as lunch break, coffee break, restroom calls, and shall not be used or construed to expand Wrapper duties, or to reduce Meatcutter hours or duties.

**ARTICLE 23  
GRIEVANCE AND ARBITRATION**

It is mutually agreed that all claims or grievances as to any matter involving the interpretation, application, or violation of any provisions of this Agreement may be presented by an individual employee or group of employees to their immediate supervisor for adjustments; or, at the election of the employee or employees, such claim or grievance may be prepared and submitted in writing on their behalf, by the Union to the Labor Relations Representative involved.

Employers may present claims or grievances in writing directly to the Union.

Any grievance which is not presented within twenty (20) days, (fourteen (14) days in the case of discharge grievances), following the event giving rise to such grievance, shall be forfeited and waived by the aggrieved party and the Union.

**Arbitration:**

A. If no agreement is reached through consultation with the Labor Relations Representative involved, the Union may request arbitration of the grievance with the Company.

B. Within twenty (20) days, the grieving party shall request that the Director of the Federal Mediation and Conciliation Service to provide a panel of eleven (11) Arbitrators, and each Party shall alternately strike a name from the panel until one (1) remains. The person whose name remains shall serve as the Arbitrator.

C. The jurisdiction and authority of the Arbitrator of the grievance and his opinion and aware should be confined exclusively to the interpretation of the explicit provision or provisions of this Agreement at issue between the Union and the Company.

D. He shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement or impose on any party hereto a limitation or obligation not explicitly provided for in this Agreement; to establish or alter any wage rate or wage

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structure; or to interpret any federal or state statute or local ordinance when the compliance or non-compliance therewith shall be involved in the consideration of the grievance.

The award in writing of the Arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority as provided in this Agreement shall be final and binding on the aggrieved employee or employees, the Union and the Company, provided no appearance to a court of proper jurisdiction is made within ten (10) days of the decision.

E. The expenses of the impartial Arbitrator and the place of arbitration are to be borne equally by both Parties. Unless otherwise mutually agreed to, an arbitration under this Agreement shall be held in the area covered by this Contract.

F. The time limits herein may be extended upon agreement of both parties only.

G. If the issuance of a verbal or written warning (not related to sexual harassment) is grieved, the Union will notify the Employer of the same. If the Grievant is disciplined further, or otherwise adversely affected, and the verbal or written warning is relied upon by the Employer in doing so, the Union shall have the right to submit the grievance protesting the warning to arbitration together with the grievance contesting the disciplinary or adverse action. It is expressly agreed that all such grievances will be consolidated. It is further agreed that said grieved verbal or written warnings shall be removed from all files after a period of twelve (12) months ~~two (2) years~~ if not relied upon for further discipline.

Bargaining Note: If issues arise involving alleged unlawful harassment or discrimination by members of management, the Union President or her designee may bring the issue(s) directly to the Company's Director of Labor Relations, and the parties will meet to discuss the issues and attempt in good faith to resolve them.

**ARTICLE 24  
NO STRIKE/NO LOCKOUT PROVISIONS**

During the life of this Agreement, it is understood and agreed that there shall be no work stoppages, strikes, slowdowns, picketing, boycotting, sympathy strikes, or hand billing of the Employer's premises or any other form of economic action initiated by the Union or the employees. The employer will not engage in any lockouts.

**ARTICLE 25  
WAGES**

A. The classifications and hourly rates of pay shall be set forth in appendix "A" attached hereto and by this reference made a part hereof.

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**B.** For the purpose of placing employees in the Apprenticeship progression for Meatcutters and Meat wrappers and interpreting the terms of Appendix "A", one hundred seventy-three and one-third (173 1/3) hours of employment shall constitute one (1) month's experience.

**C.** The Company retains the right to develop, implement and establish a Bonus Plan for Department Managers at its sole discretion including the right to determine bonus amounts, payment criteria, measurements and the right to make changes and modifications to the program including termination of the program. The Union will withdraw with prejudice all grievances related to the Company's department manager bonus program.

**D.** The Employer at its election may implement its Sharing Success bonus plan with the understanding that the Employer reserves the right to determine the Plan's design including, but not limited to, criteria for determining payout, payout amounts, payout dates, administrative provisions and the right to make adjustments to the Plan and to terminate the Plan at its sole discretion. The Employer shall provide the Union two (2) week's notice in the event they plan to termination the Shared Success bonus plan.

The terms of the Agreement are intended to cover only minimums of wages and other employee benefits. The Employer may place superior wages and employee benefits in effect and may reduce the same to the minimums herein prescribed without consent of the union.

**ARTICLE 26  
SEPARABILITY**

The provisions of this Agreement are deemed to be separable to the extent that if and when a court of last resort adjudges any provisions of this Agreement in its application between the Union and the undersigned Employer to be in conflict with any law (State or Federal) such decision shall not affect the validity of the remaining provisions of this Agreement, but such remaining provision shall continue in full force and effect provided further, that in the event that any provision or provisions are so declared to be in conflict with a law, both Parties shall meet in thirty (30) days for the purpose of re-negotiation and agreement on the provision or provisions so invalidated.

**ARTICLE 27  
MANAGEMENT RIGHTS**

The Employer retains the right to manage the store or stores, to direct the working forces, and operate its business as it deems appropriate and to otherwise make such rules and regulations as deemed necessary for the operation of the business providing that said rules and regulations are not in conflict with the terms of this Agreement in any way or manner.

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**ARTICLE 28  
NO REDUCTION**

- A. Any employee enjoying higher straight time hourly wage rates than herein provided shall suffer no reduction in straight time hourly wage rates by reason of the signing of this Agreement.
- B. All other terms and benefits of this Agreement are intended to be minimums, and the employer may place superior benefits into effect, and may reduce the same to the minimums herein prescribed.
- C. The employer will give recognition to the verified number of hours of actual work experience on a comparable job which said newly hired or transferred employee may have performed within the previous four (4) years for any employer in a similar retail grocery operation.
- D. 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 the Agreement (excluding the employee's trial period).

**ARTICLE 29  
STORE CLOSING**

The Employer will not challenge any unemployment claim of employees, provided there is no dispute that the employee engaged in conduct prior to the store closure that would have resulted in the employee's termination, even if the Company discovers information leading to the dispute after the store closure.

The Company agrees to provide employees whose employment is terminated with a letter stating the following: To Whom It May Concern: This shall confirm that \_\_\_\_ was employed by Smith's in our [city, state] store from \_\_\_\_ to \_\_\_\_, [year] in the position(s) of \_\_\_\_\_. His/her last straight-time hourly wage rate was \$\_\_\_\_. Mr./Ms. \_\_\_\_'s employment was terminated effective \_\_\_\_, [year] as a result of the Company's decision to close the [city, state] store for business reasons.

**ARTICLE 30  
TECHNOLOGICAL CHANGES**

**Note: The parties agree that the following language does not alter or diminish the Employer's right to use or introduce pre-cut meat items pursuant to the parties' CBA and any LOU's.**

- A. The parties recognize that a well-trained and technologically proficient workforce is beneficial to employer and employees alike. As technological changes are occurring at a rapid pace, such changes may have a dramatic impact

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on both employees' careers and the employer's business. In the event the Employer introduces technological changes that impact bargaining unit work, they shall meet to discuss the changes, their anticipated impact on the workforce, and any other subjects relating to or arising from the technological change in question and the affected employees.

**B. In addition, the Employer agrees to discuss the following:**

- a. Any retraining necessary, for a comparable position and subject to the applicable seniority provisions.
- b. Where retraining is not feasible, the Employer shall make every effort to transfer all affected employees to another department, another store, or other employment, within a reasonable geographic area of the employee's existing position or, solely at that employee's election, their residence.
- c. In the event the employee is not retrained or transferred and is separated from employment as a result of technological changes, the company and the Union will discuss using a placement service.
- d. To the extent that technological change results in the loss of bargaining unit work or positions, the Employer shall discuss implementing such change gradually, to allow for the natural attrition of employees through voluntary separation or retirement, with the intention that no employee, who is employed as of the date the Employer notifies the Union of its anticipated technological change, is involuntarily separated from their employment.

**C. In the event the employee is not retrained or transferred and is permanently displaced as a direct result of major technological changes as defined above, the employee will be eligible for severance pay in accordance with the following provisions:**

- a. All employees, excluding courtesy clerks, with two (2) or more years of continuous service will be eligible for one (1) week's severance pay for each year of continuous service. Maximum severance pay of ten (10) weeks' pay to be paid on a lump sum basis. Weekly severance pay shall be determined by the average number of hours worked for the four (4) weeks preceding displacement, not to exceed forty (40) hours' straight time pay.
- b. An employee shall be disqualified from severance pay in the event the employee:
  - i. Refuses retraining,
  - ii. Refuses a transfer or other employment within a radius of forty (40) miles
  - iii. Voluntarily terminates employment.



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- c. In the event an employee is eligible for a severance payment pursuant to the provision, the employee will execute a Release Agreement provided by the Company prior to receipt of such severance payment.

**ARTICLE 31  
MILITARY SERVICE**

All seniority granted employees under the terms of this Agreement shall be subject to the rights granted by law to the employees volunteering, called or conscripted for services in the Uniformed Services, as defined by USERRA or any applicable law, and any additions or amendments thereto, or rulings and interpretations thereof by any authorized court or agency. Eligible employees will be entitled to seniority, and all rights and benefits based on seniority, as provided by law.

**ARTICLE 32  
SAFETY**

A. The Company and Union agree that the Employer is responsible for maintaining a sound safety program and its employees are responsible for adhering to the safety program by working safely, being continually alert so they may prevent injury to themselves, fellow employees, and our customers. Employees are responsible for reporting any safety hazards immediately to store management so that they may be addressed in accord with the Company safety program.

B. The Company agrees that, when required by its safety program or applicable law, it is obligated to provide the following safety items:

1. Appropriate Personal Protective Equipment (PPE), as outlined in SDS sheets, including but not limited to, any cleaning of restrooms;
2. Floor mats, if needed, where they do not compromise safety and or the ability to clean and sanitize;
3. Fall protection equipment and other appropriate health and safety devices when required by OSHA rules.

C. The Company agrees that it shall provide safety training, as required by applicable law or by its safety programs at the time of hire, when employees change positions (if required) and through its store Safety Champions monthly program. The Company further agrees to maintain records of all such training, for each employee, and such records shall be made available within a reasonable amount of time with written request by the Union.

- No employee shall operate, be permitted to operate, or directed to operate a Powered Industrial Truck (PIT) prior to completion of training in PIT operation. The Company shall be responsible to track the expiration date of their PIT training for re-certification. Without required PIT training, employees may only operate hand jacks.

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- No employee shall operate, be permitted to operate, or directed to operate a cardboard baler prior to completion of training in baler operation.
- No employee shall operate, be permitted to operate, or be directed to operate a trash compactor prior to completion of training in compactor operation.
- Employees agree that they will not operate PIT if their training certification has expired.

Nothing in this section shall be construed to limit or replace any rights or remedies available to employees under Workers Compensation or other applicable law or regulation. Employees shall report all injuries immediately and complete the required reporting procedures paperwork required of them by store management.

D. The President of the Union, or a designee, shall have the right to visit any of the Company's covered places of business in order to ensure a safe work environment in accordance with Article 44 Section 118 of the retail labor agreement. The President of the Union, or a designee, shall follow all applicable health and safety regulations, including but not limited to hair restraints, attire, personal belongings and beverages/food throughout the store.

E. The Employer agrees that each store will have a Safety Committee that can be made up of managerial and non-managerial employees from the store. The Safety Committee will meet at least once a month. The Store Director may designate one employee per store to act as a Safety Champion. The Company will encourage the Safety Champion to attend the monthly safety meeting with all Safety Committee members.

E. Master Safety Committee. The Employer and the Union will jointly set up a Master Safety Committee, made up of two (2) members from the Union and two (2) members from the Company, to discuss and work toward resolving safety issues in the workplace.

The Master Safety committee will meet periodically, and no less frequently than once per year, to review workplace safety matters. The parties will discuss and work toward resolving safety in the workplace. It is agreed that any meeting of the committee may be conducted over the phone. If it is agreed to conduct a meeting in person, it will be held in a location that is convenient to the parties to travel to, such as Salt Lake City or Denver.

**ARTICLE 33  
TERM OF AGREEMENT**

This Agreement shall become effective **November 204, 202219**, and shall remain in full force and effect **through November 159, 20252**, and shall automatically renew itself from year to year thereafter, unless either party desires to modify or change the same. Either Party desiring to modify or change this Agreement shall notify the

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other Party sixty (60) days prior to the anniversary date of this Agreement.

**New Section.** In the event of an Act of God or natural disaster ("Emergency") having a material and continuing impact upon either the Employer's facilities or the geographic area defined in Article 1 of this Agreement, 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, within thirty (30) days of the occurrence of such Emergency. The parties agree to timely meet and bargain over the effects of the Emergency.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**For the Union  
UFCW, Local No. 7**

**For the Employer  
Smith Food and Drug**

\_\_\_\_\_  
Kim C. Cordova  
President

\_\_\_\_\_  
Ian Adams  
Sr. Director – Labor Relations

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**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.

**A. When an employee (not at the "thereafter" rate) is promoted from a lower classification to a higher classification, the employee's wage shall remain the same or be advanced to the next higher wage rate if the rate does not exist in their new classification. At this point, the employee will receive credit for all hours worked with the company and those hours will determine their pay level in the new classification. The employee will then work the necessary hours in that step before receiving their next pay increase.**

**When an employee (at the "thereafter" rate) is promoted from a lower classification to a higher classification, the employee's wage shall remain the same or be advanced to the step below the "thereafter" rate in their new job class, whichever is higher. At this point, the employee will receive credit for all hours worked with the company. The employee will then be required to work the last progression step of hours before moving into the "thereafter" rate in their new role.**

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Similarly, an employee that moves from a higher classification to a lower classification will receive credit for all hours worked with the company and those hours will determine their pay level in the new classification (even if this results in a decrease in pay).

**Bargaining Note:** The parties intend this letter to apply in all circumstances where an employee changes job classification within the Company, including lateral transfers (for example, Nutrition Clerk to Produce Clerk), step-downs (for example, Assistant Deli Manager to Deli Clerk), and transfers between bargaining units (for example, Coffee Clerk to Customer Service Clerk).

**Bargaining Note:** In applying the provisions of this Agreement, the parties understand, for example, that an employee working at a progression step that is adjusted as a result of the execution of this Agreement would remain at the same step but work under the newly adjusted rate until they complete the remaining hours of that step and advance to the next step.

B. Above Scale Employees: Any employee above the manager rate or top rate for his/her classification will get the following increases - ~~\$2.00-40~~ in ~~2022~~2019, ~~\$0.80-35~~ in 20230 and ~~\$0.80-35~~ in 20241 (those amounts match the JP increase amounts for each year).

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	CURRENT	EFFECTIVE 11/20/2022	EFFECTIVE 11/19/2023	EFFECTIVE 11/17/2024
MEAT MARKET MANAGER	\$19.50 →	<u>\$21.50</u>	<u>\$22.30</u>	<u>\$23.10</u>
FIRST CUTTER	\$18.20 →	<u>\$20.20</u>	<u>\$21.00</u>	<u>\$21.80</u>
MEAT CUTTERS				
1st 1040 hours worked	\$10.00 →	<u>\$14.00</u>	<u>\$14.50</u>	<u>\$15.00</u>
Next 1040 hours worked	\$11.00 →	<u>\$14.40</u>	<u>\$14.95</u>	<u>\$15.50</u>
Next 1040 hours worked	\$12.00 →	<u>\$14.80</u>	<u>\$15.40</u>	<u>\$16.00</u>
Next 1040 hours worked	\$13.00 →	<u>\$15.20</u>	<u>\$15.85</u>	<u>\$16.50</u>
Next 1040 hours worked	\$14.00 →	<u>\$15.60</u>	<u>\$16.30</u>	<u>\$17.00</u>
Next 1040 hours worked	\$15.00 →	<u>\$16.00</u>	<u>\$16.75</u>	<u>\$17.50</u>
Next 1040 hours worked	\$16.00 →	<u>\$16.40</u>	<u>\$17.20</u>	<u>\$18.00</u>
Next 520 hours worked	\$17.00 →	<u>\$16.80</u>	<u>\$17.65</u>	<u>\$18.50</u>
Thereafter	\$17.92 →	<u>\$19.92</u>	<u>\$20.72</u>	<u>\$21.52</u>
MEAT WRAPPER				
1st 1248 hours worked	\$9.75 →	<u>\$14.00</u>	<u>\$14.50</u>	<u>\$15.00</u>
Next 1248 hours worked	\$10.25 →	<u>\$14.40</u>	<u>\$14.95</u>	<u>\$15.50</u>
Next 1248 hours worked	\$10.75 →	<u>\$14.80</u>	<u>\$15.40</u>	<u>\$16.00</u>
Next 1248 hours worked	\$11.25 →	<u>\$15.20</u>	<u>\$15.85</u>	<u>\$16.50</u>
Next 1248 hours worked	\$11.75 →	<u>\$15.60</u>	<u>\$16.30</u>	<u>\$17.00</u>
Next 520 hours worked	\$12.25 →	<u>\$16.00</u>	<u>\$16.75</u>	<u>\$17.50</u>
Next 520 hours worked	\$12.75 →	<u>\$16.40</u>	<u>\$17.20</u>	<u>\$18.00</u>
Next 520 hours worked (Step Eliminated Upon Ratification)	\$13.25			
Thereafter	\$14.75 →	<u>\$16.75</u>	<u>\$17.55</u>	<u>\$18.35</u>

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**APPENDIX B**

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

REHABILITATION PLAN – 2009 PLAN YEAR ALTERNATE SCHEDULE

Contribution and Benefit Adjustments

- Contribution rates as negotiated by the bargaining parties and reduced benefit accruals in accordance with Addendum 1 for employees hired prior to an Employer's Applicable New Hire Date.
  - Such contribution rates shall be effective and payable for hours worked during the first full month for which such reduced benefit accruals take effect.
  - Such reduced benefit accruals shall begin as of the earliest date permitted by Federal law.
- Elimination of adjustable benefits as described below, as of the same date that the reduced benefit accruals commence.
- Contribution rates as negotiated by the bargaining parties and benefit accruals for New Hires in accordance with Addendum 1.
  - Such contribution rates shall be effective and payable for hours worked during the first full month in which the Meat New Hire Benefit takes effect.
  - Such benefit accruals shall be effective the first full month in which the reduced benefit accruals as provided for herein take effect.
  - Such benefit accruals shall be actuarially equivalent to a single life benefit payable at age 65, without any subsidies or adjustable benefits whatsoever.

For employees hired before an Employer's Applicable New Hire Date only:

- Elimination of 100% of the value of all adjustable benefits on all accrued benefits and future benefit accruals to the maximum permitted by law, except as noted below. Adjustable benefits to be eliminated include the following:
  - Rule of 85 Pension;
  - Subsidized Early Retirement Reduction Factors;
  - Age 60 Supplement;
  - Post-Retirement Death Benefits in Excess of QJSA (including Three Year Certain & Life benefit and the Five Year Certain & Life benefit);
  - Pre-retirement Death Benefits in Excess of QPSA (including the \$2,000 lump sum return of contributions death benefit);
  - Payment options other than Single Life Annuity and QJSA; and
  - All other adjustable benefits within the meaning of Code section 432(e)(8)(A)(iv) (other than Disability Pension and modified Rule of 80 Pension as described below).

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- The following adjustable benefits shall be retained:
  - Disability Pension; and
  - Rule of 80 Pension, except that this benefit will be modified to require that a Participant must have attained age 55 at his Termination date in order to be eligible.
- Reduction of future accruals negotiated by the parties and funded consistent with Addendum 1.

Benefit reductions effective on the earliest date permitted by law

Rehabilitation Period

January 1, 2010 through December 31, 2022.

Plan to Emerge from the Red Zone and Annual Benchmarks to Assess Progress Toward Emergence

The Plan's actuaries certify that the Contribution and Benefit Adjustments shown above are sufficient for the Plan to emerge from the Red Zone at the end of the Rehabilitation Period based on the funded status of the Plan as of January 1, 2009 before the addition of any New Hire benefits. In the event that the New Hire benefits are implemented, the Plan's actuaries certify that with the additional contributions specifically designated to fund the New Hire benefits, the plan is still reasonably expected to emerge from Critical Status after such benefit increases, as shown in the annual benchmarks including the New Hire benefits. These schedules will be updated as needed throughout the Rehabilitation Period. Progress toward emergence from the Red Zone will be measured by the Plan's Funding Standard Account Credit (Deficiency) Balance being greater than (less than) the amounts in the following projections. These projections have been made in accordance with the provisions of the Pension Protection Act of 2006 including:

- Contribution rates in accordance with the Collective Bargaining Agreement effective for hours worked in December 2009 payable in January 2010.
- An assumption of the same number of contributable hours as reported for the actuarial valuation as of 1/1/2008. The reasonableness of this assumption has been verified by the Trustees.
- No market related investment gains or losses from 9/30/2009 forward and no other actuarial gains or losses from 1/1/2009 forward.

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 UFCW Local 7 and Smith's Food & Drug Centers Inc.

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**APPENDIX B**

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

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



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**Addendum 1**  
**Alternative Schedules of Contribution Rates and Benefit Accruals –**  
**Pre-New Hire Date Employees**

<b>Denver Area Meatcutters</b>				
Total Contribution Rate	Breakdown of Contribution Rate		Schedule of Future Benefit Accruals	Adjusted Future Benefit Accruals  If Past Supplementals Have Not Been Paid
	<i>Base Rate</i>	<i>Supplemental</i>		
\$0.71	\$0.42	\$0.29	\$14.00	\$10.00
\$0.81	\$0.48	\$0.33	\$16.00	\$12.00
\$0.91	\$0.54	\$0.37	\$18.00	\$14.00
\$1.01	\$0.60	\$0.41	\$20.00	\$16.00
\$1.11	\$0.65	\$0.46	\$22.00	\$18.00
\$1.21	\$0.71	\$0.50	\$24.00	\$20.00
\$1.31	\$0.77	\$0.54	\$26.00	\$22.00
\$1.41	\$0.83	\$0.58	\$28.00	\$24.00
\$1.51	\$0.89	\$0.62	\$30.00	\$26.00

For Collective Bargaining Agreements where the employer did not make fifteen cents (\$0.15) Supplemental Contributions that were otherwise applicable to other employers, the benefit accruals shall be limited to the "Adjusted Future Benefit Accruals" for the number of Plan Years (or part thereof) for which Supplement Contributions were not made. After such period, the benefit accruals will be in accordance with the "Schedule of Future Benefit Accruals".

**Alternative Schedules of Contribution Rates and Benefit Accruals – New Hires**

<b>Denver Area Meatcutters – New Hire Contribution Rates and Benefit Accruals</b>		
Increase to total Contribution Rates if New Hire Benefits are Provided	Commencing the First Full Month in which the Benefit Schedule provided for in the Rehabilitation Plan Alternative Schedule Takes Effect	Beginning with the Thirty-Seventh (37th) Month after the New Hire Benefit Goes Into Effect
\$0.01	\$1.00	\$1.50
\$0.02	\$2.00	\$3.00
\$0.03	\$3.00	\$4.50
\$0.04	\$4.00	\$6.00
\$0.05	\$5.00	\$7.50
\$0.06	\$6.00	\$9.00
\$0.07	\$7.00	\$10.50
\$0.08	\$8.00	\$12.00
\$0.09	\$9.00	\$13.50
\$0.10	\$10.00	\$15.00

Tentative Agreements Between  
UFCW Local 7 and Smith's Food & Drug Centers Inc.

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**SMITH FOOD & DRUG CENTERS INC.  
RIVERTON, WYOMING**

**Letter of Understanding**

SMITH FOOD & DRUG CENTERS INC. (hereinafter referred to as the "Employer") and LOCAL No. 7, UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION, CLC RETAIL MEAT AND ALLIED INDUSTRIES DIVISION INDUSTRIES DIVISION (hereinafter referred to as the "Union") are parties to a Labor Agreement which has its term from date of ratification through July 26, 2014.

During the course of the negotiations of said Labor Agreement, the parties agree that despite any language in the labor Agreement which may appear to be contradictory the Employer may engage in practices set forth below:

1. Buying trimmed beef consisting of front quarters and hind quarters without brisket, navel, flank and kidneys.

2. Buying primal cuts as follows:

Chuck  
Full Loin  
Packinghouse Rib  
Round

3. Buying supplemental items and retail cuts as follows:

Flank Steaks  
Brains  
Hearts  
Tails  
Livers  
Tongues  
Blocked, Skinned Trepas and/or Sliced Tripe

4. Buying beef in the following forms:

- a. Forequarter  
Blade Chuck  
Arm Chuck  
Boneless Chuck  
Boneless Chucks Netted or Tied  
Chuck Tenders  
4x3 Primal Rib  
Boneless Rib Eye

Tentative Agreements Between  
UFCW Local 7 and Smith's Food & Drug Centers Inc.

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Boneless Rolled and Tied Clods  
Boneless Briskets  
Inside Skirts  
Outside Skirts  
Cube meat – all types  
Stew Beef – all types  
Any type wholesale Short Ribs, BBQ, Clod, Prime, Flank, etc.

- b. All types of course and fine grind ground meats including:  
Beef patties
  
  - c. Hindquarter  
Whole Boneless Rounds  
Gooseneck Rounds  
Inside Rounds  
Eye of Round  
Boneless Bottom (Flat)  
Regular knuckles  
Peeled Knuckles  
Whole Tenderloins  
Tenderloin Butts  
Boneless Top Loin Strip (N.Y.)  
Bone-In Strip Top Loin (1x1)  
Hanging Tenders
  
  - d. All Corned, Pickled, and/or Smoked Beef Items
  
  - e. All Frozen Beef Items
5. Buying and/or all cuts of meats which at any time during the life of this Agreement are offered for sale in 10% or more of the retail meat departments in the geographic area covered by labor Agreements of the Union.
6. The foregoing paragraph 5 shall not apply if the Employer establishes a meat plant for the production of retail cuts within the geographic jurisdiction of the Union.

Tentative Agreements Between  
UFCW Local 7 and Smith's Food & Drug Centers Inc.

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7. It is agreed that up to fifty percent (50%) of the gross pork tonnage in the store need not be cut on the premises, but may be brought into the store pre-cut and pre-wrapped.

SMITH FOOD & DRUG CENTERS INC.

UNITED FOOD AND COMMERCIAL  
WORKERS LOCAL 7 DENVER,  
COLORADO Chartered by  
UNITED FOOD AND COMMERCIAL  
WORKERS INTERNATIONAL UNION

Name: \_\_\_/s/ Ian Adams\_\_\_\_\_

Name: \_\_\_s/s Kim C. Cordova\_\_\_\_\_

Date: \_\_\_\_\_1/20/2011\_\_\_\_\_

Date: \_\_\_\_\_1/10/2011\_\_\_\_\_

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UFCW Local 7 and Smith's Food & Drug Centers Inc.

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**SMITH FOOD & DRUG CENTERS INC.  
RIVERTON, WYOMING**

Letter of Understanding

Minimum Wage

Effective on ratification, the starting rate in any job classification, excluding courtesy clerks, shall be not less than forty cents (\$0.40) above the operative minimum wage applicable to the store, and each rate above will be at least twenty-five cents (\$0.25) per hour higher than the previous rate in the progression schedule (up to the journey person rate).

Bargaining Note: In applying the provisions of this Letter of Agreement, the parties understand, for example, agree that an employee working at a progression step that is adjusted as a result of the operation of this letter the minimum wage during the term of this Agreement would remain at the same step but work under the newly adjusted rate until they complete the remaining hours of that step and advance to the next step.

SMITH FOOD & DRUG CENTERS INC

UFCW LOCAL 7

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Tentative Agreements Between  
UFCW Local 7 and Smith's Food & Drug Centers Inc.

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SMITH FOOD & DRUG CENTERS INC.  
RIVERTON, WYOMING

Letter of Understanding for 2022-25 Agreement  
Look Back

Within ninety (90) days of the 2022 ratification, the Employer will agree to review in the trailing fifty-two (52) week period, ending October 31, 2022, to identify any part-time employee in the bargaining unit who during that period, worked, at straight-time plus vacation, a total of 2080 or more hours and post for seventy-two (72) hours, in the store where such employee worked the hours, the full-time opening(s) and to advance the most senior qualified employee who signs the posting to such position, or if no one signs the posting, to make the employee who worked the hours full time. The Employer agrees to an additional lookback at the beginning of year two (2) and three (3) of the 2022-25 contract under the same terms. The Union agrees not to file any "4 at 40" grievances in the bargaining unit styled as Union All Affected during the life of the contract.

SMITH FOOD & DRUG CENTERS INC                      UFCW LOCAL 7

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

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**LETTER OF UNDERSTANDING for 2022-2025 Agreement**

**WORKPLACE SAFETY & EMERGENCY PROVISIONS**

**This LOU will apply for the period of the parties' 2022-25 agreement and will address safety and emergent issues that may arise in the workplace.**

1. If the federal, Wyoming, or applicable local government declares a state of emergency, this emergency provision shall apply.

a. Changes in policy, process, or working conditions. The Company will communicate to the Union changes in policy, procedures, and working conditions taken in response to the emergency. The parties recognize that emergencies are dynamic in nature and often decisions are fluid and fast changing. The Company will make its best effort to keep the Union advised of these changes. If any change in working conditions is contrary to any express provisions of the labor agreement, the Company will not make such change without mutual agreement with the Union.

b. Employee Leave. If an employee is unable to perform work due to the nature of the emergency, the Company and the Union will meet and discuss in good faith the proper application of the leave of absence provisions provided by Article 9 of this Agreement and/or any additional leave that the parties' may mutually agree to provide.

c. Layoffs. Any layoffs (or recall of employees) as a direct result of the emergency shall be in accordance with the seniority provisions of Article 5 of the Agreement. The Company and the Union may mutually agree to modify or extend various terms (e.g., the parties may agree to extend the period of time an employee may be on layoff without losing seniority), except that layoffs due to the emergency, recall rights are extended to no less than six (6) months

2. Safety Issues

The Company and Union agree that the Employer is responsible for maintaining a sound safety program and its employees are responsible for adhering to the safety program. In addition, the Company and the Union agree that they may discuss and jointly address safety related issues and/or questions about the Company's safety program in good faith.

**FOR THE EMPLOYER: SMITH'S FOOD & DRUG CENTERS, INC.**      **FOR THE UNION: U.F.C.W. UNION LOCAL #7**

By: \_\_\_\_\_ By: \_\_\_\_\_