

**AGREEMENT**

**MEIJER GREAT LAKES LIMITED PARTNERSHIP**

**FRESH ASSEMBLY OPERATION**  
**(PERISHABLES BUILDING, D.F. 85, LANSING DISTRIBUTION COMPLEX)**

**WITH**

**UNITED FOOD COMMERCIAL WORKERS**  
**LOCAL 951**

**August 22, 2010 to August 9, 2014**

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## PREAMBLE

This Agreement shall constitute the complete and only statement of contractual relationship between the Employer and the Union, and it is specifically agreed that any understandings or practices that may have existed contrary to the specific terms and conditions of this Agreement dated August 22, 2010 prior to August 22, 2010, will be given no force or effect hereafter. The parties further agree that understandings or practices include, but are not limited to, resolutions of conflicts on an informal basis. The Employer and the Union accept the provisions of this Agreement as commitments which they will cooperatively in good faith honor, support, and seek to fulfill. The employees covered by this Agreement agree to work for the Employer in accordance with the terms and conditions specified, and the Employer agrees to maintain the terms and conditions specified herein for the life of the Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, except for participation in the grievance procedure as specified in the contract, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement except by mutual understandings.

## Article 1: COVERAGE

- 1.1: The Employer recognizes the Union as the sole and exclusive bargaining agent with respect to rates of pay, hours, and all other terms and conditions of employment for regular full and part-time Fresh Assembly Processing Clerks, located in the Perishables Building (D.F. 85) at the Meijer Lansing Distribution Complex, 3303 S. Creyts Road, Lansing, MI, as of August 22, 2010.
- 1.2: This Agreement applies to the Fresh Assembly Operation, #855, located in the Perishables Building (D.F. 85) at the Meijer Lansing Distribution Complex, 3303 S. Creyts Road, Lansing, MI.
- 1.3 Employees excluded from the bargaining unit include, but are not limited to, Fresh Assembly Managers and Supervisors, Working Supervisors, Distribution Supervisors, Quality Control Managers and Supervisors, Quality Control technicians, and the management to which they report, seasonal or temporary employees, Confidential, Office, Clerical, Managerial employees, Auditors, Operational Coordinators, Security employees and other Guards and Supervisors as defined in the Labor Management Relations Act as amended, and all other employees.
- 1.4 It is agreed that the Employer may designate certain persons as Supervisors-in-Training, Managers-in-Training, and Quality Control Employees-in-Training and such persons are excluded from this Agreement.

## Article 2: UNION SECURITY

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

2.2 It shall be a continuing condition of employment that all employees (excluding seasonal or temporary) of the Employer covered by this Agreement who are members of the Union in good standing on the execution date of this Agreement shall remain members in good standing and those who are not members (excluding seasonal or temporary) on the execution date of this Agreement shall, following five (5) consecutive weeks of active employment, become and remain members in good standing in the Union.

It shall also be a continuing condition of employment that all employees (including seasonal hired on or after the date of execution shall, following five (5) consecutive weeks of active employment, become and remain members in good standing in the Union.

For the purposes of the Union Security provision of this section, the execution date of this Agreement shall be considered its effective date.

To be a member of the Union in good standing, as required by this section, an employee must tender to the Union the periodic dues and the initiation fee uniformly required as a condition of acquiring or retaining membership. Any employee who is required to be a member of the Union by this section and who fails to render such uniform dues and initiation fees shall not be retained as an employee in the bargaining unit so long as the Union has given written notice to the Company and employee of such failure, and such failure is not cured by the employee within seven (7) days of such notice.

The Employer reserves the right to secure new employees from any source whatsoever.

Those employees who maintain a non-member status or change their status to a non-member status and are covered by the terms of this Agreement shall be required to pay as a condition of employment, an initial service fee, monthly (or otherwise) service fees to the Union for the purpose of aiding the Union in defraying cost in connection with the Union's obligations and responsibilities as the exclusive bargaining agent of the bargaining unit herein.

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

The Employer agrees to deduct an amount from the pay of each employee who is a Union member and who executes an appropriate voluntary checkoff authorization for the UFCW 951 Foundation. Deductions shall be in the amount specified in the checkoff authorization form signed, in writing or electronically, by the employee and deducted each pay period. The deduction shall continue for the life of this Agreement for those employees who sign, in writing or electronically, UFCW 951 Foundation checkoff authorization forms unless they are revoked individually and in writing.

The Employer agrees to deliver all sums deducted in this manner to the designated financial officer of the Union, payable to the Local Union. The Employer further agrees to advise the Local Union Office within ten (10) days after information on any permanent transfers, promotions, discharges, or new hires as recorded by the Payroll Department in the corporate offices.

- 2.4 The Union agrees to indemnify the Company against any liability received or imposed upon the Company by reason of any action taken by it as directed by Articles 1 and 2.

The Union further agrees to provide legal defense to any claims or to reimburse the Company for costs of legal defense of claims arising under the provisions of Articles 1 and 2.

- 2.5 Stewards shall be selected or elected by the Union from employees at each location in accordance with its Bylaws and Constitution. There shall be only one (1) steward for the Fresh Assembly Operation, #855. If the Employer operates on more than one shift, in the Fresh Assembly Operation, #855, the Employer, upon request by the Union, will meet to discuss the need for additional steward coverage.

All stewards will be given one (1) paid personal holiday per year, which shall be paid at the fringe day rate, to be used in conjunction with Union authorized steward training conferences. This day will be granted upon thirty (30) days written notification to the Corporate Team and Labor Relations Department (Human Resources) by the Local Union.

If stewards come in to handle Union business on their own time, the Company shall have no responsibility or liability to pay for said time.

- 2.6 A steward upon approval of his immediate supervisor or supervisor-in-charge in the immediate supervisor's absence may leave his work station for union business.

### Article 3: MANAGEMENT CLAUSE

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

### Article 4: GRIEVANCE AND ARBITRATION PROCEDURE

- 4.1 It is the intent of the grievance procedure that, should any difference, disputes, or complaints arise over the interpretation or application of this Agreement that cannot be resolved between the employee and his immediate supervisor, there shall be an earnest effort on the part of the parties to settle such with reasonable promptness through the following steps.

Grievances must be taken up promptly and no grievance shall be considered or discussed which is presented later than ten (10) days after the events took place that are the basis of the grievance, with the exception of wage claims which are limited to thirty (30) days.

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

- A. Overdue progression step increases.
- B. Incorrect wage rates.
- C. Computer error.
- D. Errors in the mathematical calculation of wage or wage rates or failure to pay for holidays, sick pay, vacation, or actual hours worked.
- E. Improper recall of laid off employees.

STEP I: By a conference to be held between the aggrieved employee, his steward and the management of the Employer, or the Union Representative and the management of the Employer. The conference will be held and management's response will be given with reasonable promptness.

The Step I grievance must be initiated by the aggrieved employee and his steward or the Union Representative with dated, written notification identifying the specific nature of the grievance filed with the employee's management of the Fresh Assembly Operation, #855, within ten (10) days after the events took place that are the basis of the grievance, with the exception of wage claims as defined in Article 4.1.

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

STEP II: If the grievance is not resolved in Step I, the Union may process the grievance to Step II of the grievance procedure only by requesting such meeting within fourteen (14) days of the response to the Step I conference in the manner described below.

The Step II grievance must be initiated by the Union Representative with a written grievance signed by the Union Representative and identifying the specific nature of the grievance and submitted to the Fresh Assembly Operation, #855, management within ten (10) days of filing the Step II grievance. A copy must be forwarded to Human Resources within ten (10) days of filing the Step II grievance with the Management of the Fresh Assembly Operation.

The Step II grievance will be met on by the Union Representative and representatives of the Employer, such as Human Resources and Fresh Assembly Operations. The parties will make every reasonable effort to meet and respond to Step II grievances promptly.

Any grievance matter resolved by the parties at Step II of the grievance procedure shall be considered non-precedent setting and without prejudice to the rights of either party in any further grievance that may arise.

Grievances concerning discharges shall proceed immediately to Step II of the grievance procedure and must be filed with the management of the Fresh Assembly Operation within ten (10) days of the employee's termination.

STEP III: If the grievance is not resolved in Step II, either party may, within sixty (60) days from the response to the Step II grievance conference, in writing, request arbitration and the other party shall be obliged to proceed with the grievance in the manner provided:

#### Grievance Adjustment Board

When arbitration has been requested, the parties may agree to present the grievance to the Grievance Adjustment Board. In order to present a grievance to the Grievance Adjustment Board, both parties must agree to utilize this process. The Grievance Adjustment Board shall consist of the Vice President of Corporate Team and Labor Relations of the Employer or his designee and an Executive Officer of the Local Union or his designee and a neutral third party selected by the Employer and the Union. The neutral third party shall be selected by mutual agreement of the parties.

Any costs incurred by the third party shall be shared equally by the parties. The parties may submit evidence, oral arguments, and witnesses at the Grievance Adjustment Hearing. Each member of the Grievance Adjustment Board shall have one (1) vote and upon majority vote the decision of the Grievance Adjustment Board shall be binding. This decision will be deemed to satisfy either party's request to arbitrate the issue, and shall be considered final and binding.

If the Union determines that particular standards of work performance instituted by the Employer are resulting in unfair disciplinary action against members, the parties will immediately attempt to resolve such issue by submission to the Grievance Adjustment Board for an advisory opinion.

## Arbitration

When arbitration has been requested and if either of the parties refuses to submit the grievance to the Grievance Adjustment Board, an Arbitrator will be selected from a panel of Arbitrators on a rotating basis. The panel of Arbitrators will be selected by the parties and will be at least five (5) Arbitrators who have been mutually agreed upon by the parties. If the parties are unable to agree on the selection of an Arbitrator, they shall select the Arbitrator from a panel of names obtained from the American Arbitration Association in the manner prescribed by the rules of the Association.

- 4.2 The authority of the Arbitrator and the Grievance Adjustment Board shall be limited to the consideration of unresolved grievances timely raised under this Agreement. They alone shall have the authority to interpret the meaning of this Agreement but shall not have the authority to modify, add to, or detract from this Agreement. With respect to discipline or discharge grievances, the Arbitrator or the Grievance Adjustment Board alone shall determine if the discipline or discharge was for just cause, and shall review the penalty imposed. They shall have the sole authority to order back pay in whole or in part. The decision shall be final and binding upon both parties and is exclusively and expressly reserved for the parties to this Agreement.
- 4.3 The responsibility of the cost of the Arbitrator's fees shall be paid by the party against whom the judgment is rendered by the Arbitrator. It shall be the responsibility of the Arbitrator to declare which party is deemed to have lost and, therefore, is responsible for such costs. If the Arbitrator is unable to make such a determination, the cost will be shared equally by the parties.
- 4.4 The Local Union shall have the right to determine whether or not the employee's grievance is qualified to be submitted to Arbitration. This may include either the Grievance Adjustment Board or Arbitration.
- 4.5 The Employer reserves the right to limit the time and number of grievance discussions between the grievant and his steward which are held during the working time of either employee, so long as reasonable periods are permitted for the discussion and writing of the grievance, within the grievance time limits.
- 4.6 Every reasonable effort shall be made by the Employer to provide an opportunity for confidential discussions between the grievant and the steward.
- 4.7 Employees are entitled to steward representation during a disciplinary interview of record or a corrective action that is recorded which could subsequently be used as a basis for future discipline. The steward will be invited to attend at the employee's request. The employee affected will be given a copy of that record upon request.
- 4.8 The Employer shall have the right to discipline, demote or discharge employees for just cause. Any questions surrounding discipline, demotion or discharge may be processed by the Union through the grievance procedure.

The Company will pursue discipline, demotion or discharge with reasonable promptness.

The Employer may disqualify an employee from the award of a job, transfer or promotional opportunity if the Employer demonstrates substantial and documented reasons why such employee should be disqualified. Employees disqualified will be notified of such action.

- 4.9 Every reasonable effort shall be made to schedule and hold grievance meetings during the scheduled working time of the aggrieved employee and the aggrieved employee's steward when their schedules coincide.
- 4.10 Discussions of grievances which are not processed according to the procedures described in this Article are not required of the Company or the Union. No grievances will be considered at any step, unless it is processed within the respective time limits and according to the procedures set forth in the Agreement.

However, nothing in this article shall prevent the parties mutually agreeing to extend the time limits imposed.

- 4.11 The Union shall be the sole representative of the interests of employees or groups of employees within the bargaining unit. Only the Union, through its properly designated representatives, shall have the right under arbitration procedures or in any judicial or adjudicatory forum to assert and process against the Employer a claimed violation of the Agreement.
- 4.12 The Employer, including all supervisors, shall grant to any accredited Union Representative, who is an employee of the Local, access to the units for the purpose of administering the terms of the Agreement. Such Union Representatives shall notify the Fresh Assembly Supervisor in charge upon their arrival. There will not be lengthy discussions with employees which might interfere with the Employer's business.

## Article 5: PEACEFUL RELATIONS

- 5.1 In view of the arbitration provision, the grievance procedure, and other provisions of the Agreement, the Union, its agents and members agree that individually and/or collectively, they will not engage in any strike, any interference with or interruptions of the business, picketing, handbilling, or public announcements adverse to the Employer for the duration of this Agreement. Persons who authorize or engage in such action shall be subject to immediate discharge. The Employer will not engage in any lockout for the duration of the Agreement.
- 5.2 In no event will the Union authorize its agents or members individually and/or collectively, to engage in any strike directly or in sympathy with any other employees, including other Meijer employees represented by Local 951 under any other collective bargaining agreement withholding of services in whole or in part, in connection with any secondary picketing or handbilling at any Meijer location.
- 5.3 The Union, on behalf of itself, its agents and members, agrees that during the duration of this Agreement no sympathy strike shall be caused or sanctioned and that no member shall refuse to cross any picket line at any of the Employer's properties or facilities, including picket lines by other Meijer employees represented by Local 951 under any other collective bargaining agreement. Persons who authorize or engage in such action shall be subject to immediate discharge.
- 5.4 Employees in the Distribution Maintenance and Retail Property Management and Services Department may cross picket lines during a work stoppage on a voluntary basis to perform work as needed to preserve Company property, provided the employees give advance prior notice to the Union Office.

It is understood that neither the Company nor the Union will take any action against a Distribution Maintenance or Retail Property Management and Services employee for exercising his option as provided in this section.

## Article 6: SENIORITY

- 6.1 Regular, Fresh Assembly Operation #855, full-time employees and part-time employees will be on probation for the first thirteen (13) weeks of active employment. Probationary employees shall be covered by all provisions of this Agreement except such employees may be terminated by the Company for any reason and such action shall not be subject to the grievance procedure.

Upon request by the Union, a complete seniority list of regular employees for the Fresh Assembly Operation, #855, for both full-time and part-time employees shall be compiled and furnished to the Union in a reasonable time frame, for up to two (2) times a year.

- 6.2 Seniority for employees within the Fresh Assembly Operation #855 shall mean length of continuous service with the Employer and shall apply as provided for in this Agreement. There shall be no seniority for seasonal or temporary team members.

Seniority for regular employees shall be of two (2) types, full-time and part-time. Full-time seniority shall be convertible to part-time. Full-time seniority shall not accumulate during periods of part-time jobs and part-time seniority shall not be convertible to full-time seniority if a part-time employee becomes full-time. Part-time seniority shall not be lost by transferring to full-time status. In no case will part-time employees accumulate seniority over full-time employees.

If two employees have the same full-time seniority dates, part-time seniority will determine who is more senior. When two (2) or more employees have the same part-time seniority date, the most senior employee(s) will be determined by the lowest last four digits of their social security number.

- 6.3 A regular employee's seniority may be considered broken if he quits, if he is discharged for cause and not reinstated, if he failed to report to work for three (3) consecutive work days without notifying the Employer or if an employee is laid off continuously for three (3) months.

A regular employee's seniority shall be considered broken if he fails to report for work while on layoff within seven (7) calendar days after being notified to report unless extended by mutual agreement.

- 6.4 A. In the event the Employer determines there is a need for an open job(s) for permanent full-time vacancies in the Fresh Assembly Operation, within department and classification, it will be posted only in the Fresh Assembly Operation for seventy-two (72) hours, excluding Saturdays, Sundays, and holidays. The most senior, Fresh Assembly Operation part-time employee, within department and classification, indicating in writing, a desire for the job will receive the job provided such employee is fully available and medically able for full-time work.  
A Union Representative may sign postings for full time jobs for absent employees.

B. In the event the full-time vacancy is not filled as outlined in 6.4A above, the Company can consider filling the position using external resources, or consider a seasonal or temporary employee. Any part time, regular, Fresh Assembly employee awarded a position under this section must be fully available, and medically able for full time work, and will be placed in the appropriate Fresh Assembly Operation classification, wages and benefits, etc.

C. The availability and need for full-time positions will be determined by the Employer.

D. If for justifiable reasons the Employer feels an employee cannot perform the job at a satisfactory level, the employer may return the employee to their original job status and classification.

6.5 The Fresh Assembly Operation #855 will require the need for seasonal or temporary employees for peak sales seasons and special sales projects, etc. Employees employed as seasonal or temporary employees will not have seniority and can be discharged at any time at the Employer's sole discretion, and shall have no recourse through the grievance procedure. The employer shall have no responsibility to recall or reemploy any seasonal or temporary employee for any reason, including but not limited to, laid off, or discharged for any reason.

## Article 7: LAYOFF

7.1 Layoff for the purpose of this Agreement shall mean displacement as a result of a reduction of the work force for an indefinite time. The reason for the reduction of the work force and the number and status (full-time or part-time) is to be determined by Management.

Layoff shall be made in inverse order of seniority within the Fresh Assembly Operation #855, by classification and status. Employees with one (1) year of seniority are entitled to one (1) week of advance notice of layoff. This notice shall not apply to an employee who is bumped by a more senior employee who has been laid off. Following notification of layoff, employees with seniority may exercise their seniority in the following manner:

- A. Full-time employees within the Fresh Assembly Operation #855 with more than one (1) year or more of full-time seniority may:
  - 1. Accept reclassification to part-time status within the Fresh Assembly Operation #855 and classification, if hours available and seniority allows, or
  - 2. Accept layoff to the street.
- B. Part-time, Fresh Assembly Operation employees with one (1) year or more of continuous, permanent seniority who are subject to layoff will be considered for seasonal work and will have recall rights as outlined in 7.1 D.
- C. Employees with less than one (1) year of seniority shall have no bid or recall rights.
- D. Recall: Once an employee is laid off to the street, the employee must await recall to the Fresh Assembly Operation #855, and to their classification and status within the Fresh Assembly Operation #855 that the employee held when first affected by the layoff. The Employer will recall in line of seniority by classification, status, and department within the Fresh Assembly Operation #855.

Employees laid off for three (3) months or more will have no recall rights.
- E. Full-time Fresh Assembly Operation #855 employees affected by a layoff in the Fresh Assembly Operation #855 and reclassified to part-time employee, will not continue to accumulate full-time seniority. Full time health care benefits will continue to apply to such a person who bumps a part-time employee until the first of the month following one (1) month from the layoff effective date.

## Article 8: HOURS OF WORK

8.1 In all payroll computations, the payroll week shall be a seven (7) day period beginning on Saturday midnight and ending on the following Saturday at midnight. However, scheduled work shifts may overlap payroll weeks. The payroll week will be calculated separately from the scheduled work week.

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

### 8.3 A. Work Schedules

In constructing weekly work schedules the Employer will determine the needs of the Fresh Assembly Operation #855 based on the requirements of the business. Once that determination is made, the following procedure will be utilized:

The employer will post weekly work schedules, (for Sunday through Saturday) by 2:00pm on the Friday prior to the work schedule. The posted schedule will be written with the employees listed in descending order of seniority.

1. Fresh Assembly Operation #855 employees will be assigned their weekly work schedules by seniority within shift, and must be medically able, fully available and able to perform the necessary job duties.

Full-time employees must be available for forty (40) hours a week. The employer will endeavor to offer a minimum of forty (40) hours work, to full-time employees by shift, classification, and department. (The foregoing is not to be construed as a forty (40) hour guarantee). It is understood that the minimum offer of forty (40) hours is subject to the business needs of the employer, or reduction for lateness, illness, or other personal reasons of the employee.

Full time employees scheduled forty (40) hours for the week will typically have shifts of five (5) days of eight (8) hours or four (4) days of ten (10) hour shifts. Also, part-time employees can have schedules containing four (4) or less ten (10) hour shifts.

In the event there are different start times within a shift, the employer will poll employees two (2) times a year for requesting their preference. Employees will be selected by seniority within department and classification, and must be fully available and medically able to perform the work. Polling for start times within a shift will be done a minimum of two (2) times a year.

2. If additional hours which are not on the posted schedule become necessary, these additional hours will be offered in line of seniority within the Fresh

Assembly Operation #855, department and classification, first to available full-time employees who are scheduled less than forty (40) hours that can complete the work on a straight time basis, then to available to part-time employees at work and who can complete the work on a straight time basis.

3. Employees are expected to inform themselves of the schedule and are responsible to work their scheduled hours. There will be no trading of scheduled hours among the employees without the express advance approval of the supervisor.

An employee requesting a schedule adjustment must bring the request to the supervisor's attention within twenty-four (24) hours of the posting of the schedule or the schedule will be deemed acceptable and not subject to the grievance procedure.

If work is available, the employee reporting must perform the work assigned. This section (8.3 A) shall not apply in cases of power or equipment failure or other causes beyond the control of the Employer.

- B. Regular part-time employees who are scheduled to work during a scheduled work week will be guaranteed at least twelve (12) hours a week if available for work as scheduled.
- C. There shall be no mandatory split shifts.
- D. Under no circumstances set forth in this agreement does the employer guarantee consecutive days off. The Fresh Assembly Operation #855 will operate on any day of the week, depending on business need, operational requirements, and product availability.

8.4 The employer retains the right to assign and adjust the daily hours and schedules to be worked by employees, and to achieve a reduction of hours worked by adjusting the daily schedule of full-time and part-time employees, on a daily basis, or by layoff of active employees and/or the release of temporary or seasonal employees.

8.5 Overtime. When overtime work is required by the Company immediately following the end of a work shift, the overtime work will be offered in line of seniority and assigned by inverse order of seniority within the Fresh Assembly Operation #855 to those employees working at the time.

All employees are to receive one and one-half (1½) the regular hourly rate for all hours actually worked over forty (40) hours in any one (1) payroll week and all regular, permanent employees are to receive one and one-half (1½) the regular hourly rate for all hours worked over eight (8) hours in any one (1) day but not both. Regular, permanent employees who are scheduled to work ten (10) hour day(s) as part of their basic work week will receive daily overtime rate for hours worked over ten (10) hours daily and forty (40) hours weekly.

For overtime to be mandatory, it must be posted at least one (1) hour prior to the end of the shift, unless the required overtime is due to employee attendance issues for the shift.

For purposes of computing overtime, a work day shall be defined as the consecutive hours worked commencing with the beginning of the employee's scheduled work day (shift). Unpaid lunch breaks shall not be considered to break the consecutive hours and a break between shifts of less than five (5) hours shall not constitute a break in consecutive hours.

In any week in which a paid holiday falls, hours for which an employee receives compensation as holiday pay will be counted as time worked for purposes of computing overtime over forty (40) hours in that work week.

There is to be no pyramiding of overtime.

Under no circumstances may an employee through any privileges set forth in this entire Agreement force the existence of any time and one-half (1½) hours.

The Company shall have no obligation to offer overtime or early starts to absent employees, or those on approved leave. Employees cannot make a claim for overtime under any section if the work can be done at straight time.

- 8.6 All full-time Fresh Assembly Operation employees who are instructed to report for work shall be guaranteed four (4) hours work at their normal rate including holidays. All permanent, part-time Fresh Assembly Operation employees who are instructed to report for work shall be guaranteed four (4) hours work at their normal rate including holidays. This clause shall not apply when the Employer schedules employees for meetings, but employees will be paid for time spent in meetings. The Employer may assign work available even though it is outside the employee's regular classification.
- 8.7 It is understood that any reference to a forty (40) hour work week, call-in provision, or any other guarantee within this Agreement does not apply in cases of lateness, injury, illness, or other personal reasons of the employee and in circumstances beyond the control of the Employer, such as fire, flood, civil disturbance, power and equipment failure, or acts of God. If the employee is notified not to report before he leaves home, the Company shall not be required to pay call-in pay. Same applies if the Company attempts to notify the employee by the last phone number or address on Company records and it is incorrect due to change not recorded by employee.
- 8.8 Employees working six (6) hours or more in any one day shall receive two (2) uninterrupted fifteen (15) minute paid rest periods during that day; one rest period shall be scheduled in the first part of the work day and one rest period shall be scheduled in the second part of the work day.

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

An employee in the Fresh Assembly Operation #855 shall receive an additional fifteen (15) minute paid rest period on any day that the employee works more than ten (10) hours. This additional fifteen (15) minute paid rest period will be scheduled by management, but will not necessarily be scheduled at the exact completion of ten (10) hours of work.

However, an employee scheduled a ten (10) hour shift shall earn the additional fifteen (15) minute paid rest period on any day that the employee works more than eleven (11) hours. The earned additional rest period likewise will not necessarily be scheduled at the exact completion of eleven (11) hours worked.

Lunch Break: For each employee who is scheduled for more than a six (6) hour shift, thirty (30) minutes on the employee's own time shall be allowed for lunch on each working day. The lunch period may be extended or waived by mutual agreement.

- 8.9
- A. Employees who are going to be absent must call the person designated by management. Employees are expected to call one (1) hour prior to the beginning of their scheduled shift.
  - B. Personnel excluded from coverage under this Agreement in Article 1.4 will not perform work within the bargaining unit with the following exceptions:
    - 1. Work performed in circumstances caused by emergencies beyond the control of the Employer.
    - 2. Work performed for the purpose of providing a reasonable amount of instruction of management or employees.
    - 3. Work performed by clerical, data processing and management personnel which overlap or interact with employees performing slot control, auditor, and shipping/receiving work.
    - 4. Work performed by those supervisors who are designated by the Employer as Working Supervisors.
    - 5. Work performed by any Meijer Supervision, Fresh Assembly management/supervisory/OMP person, and any Quality Control personnel.
  - C. Overpayments to employees or monies owed to the Employer by the employee will be repaid by the employee based on a reasonable schedule of repayment by payroll deduction.

#### 8.10 Holiday Scheduling

For work performed on a holiday as defined by this Agreement, regular, permanent (non-probationary) employees will receive one and one-half (1½) times their basic hourly rate for hours actually worked on the holiday. Employees in their probation period and seasonal or temporary will be paid their basic hourly rate for all hours actually worked on the holiday.

The employer will poll employees a minimum of two (2) per year, for holiday work and when such work is required, it will be assigned to the employees who signed the poll sheet, by seniority, department, and classification. If the required staffing needs are not met by the polling process the Employer will assign the work to employees who have not signed the polling sheet, by inverse order of seniority, by department, and classification.

#### 8.11 Daily Building Assignment

When there is a need to assign full-time employees or part-time employees from other Lansing Distribution Complex Units on a daily basis to the Fresh Assembly Operation #855, the Employer will offer such assignments to volunteers in line of seniority by department, classification, building and shift and require in inverse order of seniority by department, classification, building and shift for these daily assignments; for part-time employees, the Employer will assign as needed by inverse order of seniority.

When assigned under the provisions of this section, such full-time or part-time employees will be eligible for overtime in the building the employee is actually working in at the end of that day, provided the employee has been assigned at least two (2) hours prior to the end of that work shift.

## Article 9: WAGES

### Fresh Assembly Processing Clerk

Job #036 (500036)

|              |           | <u>Ratification</u> | <u>08-21-2011</u> | <u>08-19-2012</u> | <u>08-18-2013</u> |
|--------------|-----------|---------------------|-------------------|-------------------|-------------------|
| Start/Step 1 |           | 8.00                | 8.00              | 8.00              | 8.00              |
| Step 2       | 400 hours | 8.20                | 8.20              | 8.20              | 8.20              |
| Step 3       | 400 hours | 8.40                | 8.40              | 8.40              | 8.40              |
| Step 4       | 800 hours | 8.60                | 8.60              | 8.60              | 8.60              |
| Step 5       | 800 hours | 8.80                | 8.80              | 8.80              | 8.80              |
| Step 6       | 800 hours | 9.00                | 9.00              | 9.00              | 9.00              |
| Step 7       | 800 hours | 9.20                | 9.20              | 9.20              | 9.20              |
| Step 8       | 800 hours | 9.40                | 9.40              | 9.40              | 9.40              |
| Step 9       | 800 hours | 9.60                | 9.60              | 9.60              | 9.60              |
| Step 10      | 800 hours |                     | 9.75              | 9.80              | 9.80              |
| Step 11      | 800 hours |                     |                   | 10.00             | 10.00             |
| Step 12      | 800 hours |                     |                   |                   | 10.35             |

Steps 2 and 3 represent 400 hours worked, and all Steps thereafter represent 800 hours worked.

Employees moving from the Ratification wage schedule to the August 21, 2011 wage schedule and from the August 21, 2011 wage schedule to the August 19, 2012 wage schedule and from the August 19, 2012 wage schedule to the August 18, 2013 wage schedule will remain at their current rate until they accumulate 400/800 hours and will not have their hours reset until reaching the top rate of their classification.

It is understood that all the steps listed in the wage progressions will be effective the Sunday following the completion of the 400/800 hours. All other adjustments for time in classification rate increases called for in the Agreement will occur in the following week's pay period if an adjustment falls on a Thursday, Friday, or Saturday. Employees receiving an increase based on contractual rate changes on August 21, 2011, August 19, 2012, and August 18, 2013 will have their hours reset to zero.

Special aptitude or competitive situations may be recognized by the Employer in hiring and/or advancing employees at rates faster than as shown in the wage schedules, however, an employee's rate will not exceed the top rate negotiated for the employee's classification.

Regular, permanent Fresh Assembly #855 employees, Job #036 (500036), will receive a night premium in addition to their regular hourly rate of twenty-five cents (.25) for any hours worked between 12:00 midnight and 5:00 a.m.

Upon ratification, employees who are not at the top rate in their classification, will have their current PRC hours applied for the purpose of determining their wage increase in the Ratification column, and will not have their PRC hours reset.

## Article 10 – Employee Benefits

The Company shall make various Employee Benefits available to eligible employees covered by this Article, pursuant to the Benefits Agreement between Meijer Stores Limited Partnership/Meijer Great Lakes Limited Partnership (hereafter “Meijer” or the “Company”) and UFCW Locals 227, 951, 1059, and 1099 (renamed Local 75 effective April 1, 2009) hereafter the “Locals” individually and the “Union” jointly, dated August 30, 2005, and subsequently ratified by the Union’s membership (hereafter this Benefits Agreement will be referred to as the “Universal Benefits Agreement” or “UBA”). The UBA includes its Attachments #1 and #2, which define specific Benefit eligibility and coverage as listed below.

Attachment #1: Health Benefits (Medical, Prescription Drug, Dental, and Optical), Life Insurance, Short Term Disability Benefits, and Voluntary Benefits.

Attachment #2: Paid Days Off (PDOs), Holidays, Bereavement Leave, and Jury Duty. The Health Benefits, Life Insurance, Short Term Disability, PDOs, Holidays, Bereavement Leave, and Jury Duty benefits that apply to Fresh Assembly employees covered by this Agreement are the benefits defined in the UBA and its Attachments #1 and #2, for employees “Hired On or After” the Benefits Change Date, except as modified by the subsequent Letters of Understanding listed below and as defined in this Article 10.

- Letter of Understanding (applicable to the 2007 Plan Year); hereafter “2007 Letter of Understanding;
- 2008 Health Benefits Letter of Understanding;
- 2009 Benefits Letter of Understanding;
- 2010 Benefits Letter of Understanding.

## 10.1 401(k) Retirement Plan

- A. The Company has established a defined contribution type of retirement plan known as a 401(k) Plan. A 401(k) Plan permits a participant to defer part of the participant's pay and have the Company contribute the amount of pay deferral to the Plan instead of paying it to the participant in his paychecks. Additionally, the Employer will make "matching" contributions to the Plan for eligible employees as described below based on the amount of a participant's pay deferral.
- B. Each participant in the Plan will have accounts in his or her name. All participants' accounts are invested together in certain investment funds. The amount of a participant's benefits from the Plan is based upon the amount in the participant's accounts. The amount of the participant's accounts will depend upon the amount of pay deferral contributions and the performance of the investment funds.
- C. The Plan will include the following features:
1. Full-time and part-time employees will be eligible to participate in the Plan at any time following their date of hire.
  2. For each Plan Year, the participant may contribute up to 4% of their pay and the Company will match 50% of the first 2% and 25% of the next 2% of the amount contributed by the participant. However, the matching contribution will be made only if the participant:
    - a. Has 1,000 hours or more of service during the plan year; and
    - b. Is employed on the last day of the plan year.In the year of retirement, retirees will be eligible for the match even though they may not meet the criteria of subsections 10.1 C2 (a and b) above, provided they have met the normal retirement age as defined in subsection 10.1 C6.
  3. A participant may also contribute additional pay (on a percentage of pay basis) which would not be eligible for a match from the Employer. The total amount of pay that a participant contributes to the Plan (each week or annually) may not exceed 75% of the participant's pay.
  4. A participant will always be vested in his own pay deferral contributions and investment earnings on his pay deferral account.
  5. A vesting schedule will apply to Company matching contributions and investment earnings on the participant's matching contribution account. A participant will be 25% vested after completing two years of vesting service, 50% vested after 3 years of vesting service, 75% vested after 4 years of vesting service and 100% vested after 5 years of vesting service. The

participant will receive credit for one year of vesting service for each Plan Year during which the participant has at least 1,000 hours of service.

6. "Normal Retirement Age" means the age at which the participant is at least age 65 and the earlier of:
  - a. The completion of 5 years of participation in the Plan, or
  - b. The completion of 5 years of continuous service.
7. Participants will have a choice of at least four (4) mutual funds for investment of the participants' accounts.
8. A participant may receive a distribution of benefits from the Plan if the participant terminates employment with the Company, or becomes totally and permanently disabled. A distribution of benefits to the participant's 401(k) Plan beneficiary of record may be made if the participant dies.
9. Benefits will be provided in accordance with the specific terms and conditions of the Plan and in case of any question regarding benefit payment or eligibility, the terms and conditions of the Plan Documents will govern.

## 10.2 Paid Time Off Benefits

Paid Time Off Benefits will be available to regular Full-time and Part-time employees as provided by the UBA and its Attachment #2, except as modified in this section 10.2.

- A. The benefit amount for Paid Time Off Benefits that are based on an employee's fringe day amount is calculated by taking the employee's total Active Service Hours (ASHs) during the previous anniversary year, divided by fifty-two (52) weeks, and then divided by five (5) days. There is no maximum applied to this calculation. This equals the fringe day hours average. The fringe day amount is equal to the fringe day hours average times the employee's rate of pay in effect when the benefit is payable. An Active Service Hour (ASH) is any hour that the employee is paid for active work, Holiday pay, Paid Days Off, Bereavement Leave pay, or Jury Duty pay. For the purpose of using the fringe day amount for benefits paid during the first year of employment, an employee's fringe day amount will be calculated after the completion of thirteen (13) weeks of service, based on total ASHs at that time, divided by thirteen (13) weeks of employment, divided by five (5) days, times the employee's rate of pay in effect when the benefit is payable. This definition is consistent with the fringe day amount calculation described in Attachment 2 of the UBA.

- B. Effective on an employee's anniversary date occurring on or after the effective date of this Agreement, the fringe day amount calculation defined above will be modified to allow for a certain number of "grace" weeks to be excluded from the calculation of the employee's fringe day amount. A "grace" week would be a week in which an employee had no Active Service Hours (ASHs) because of a work related or non-work related disability leave of absence. This means that the employee's total anniversary ASHs would be divided by a reduced number of weeks rather than dividing by fifty-two (52) weeks.

A payroll week begins at 12:00 AM Sunday morning and ends at 11:59 PM the following Saturday night. For the purpose of calculating an employee's fringe day amount, a payroll week will be considered a "grace week" if an employee had no ASHs and was on an approved disability leave during the entire week because of a work related or non-work related disability, subject to the following conditions:

1. an employee will not be placed on disability leave until the employee has been disabled from work for more than seven (7) days;
2. only those payroll weeks in which the employee has no ASHs can be included as a "grace" week;
3. the number of weeks that can be included as "grace" weeks and excluded from the fringe day amount calculation is defined below:
  - a. An employee may have up to two (2) "grace" weeks in an anniversary year excluded from the fringe day amount calculation as a result of disability leave(s) for a non-work related disability.
  - b. An employee may have up to four (4) "grace" weeks in an anniversary year excluded from the fringe day amount calculation as a result of disability leave(s) for a work related disability.
  - c. An employee may have up to four (4) "grace" weeks in an anniversary year excluded from the fringe day amount calculation as a result of disability leave(s) for both work related and non-work related disability. In this case, not more than two (2) of the "grace" weeks allowed may be a result of disability leave(s) for non-work related disability.
4. "Grace" weeks can only be excluded from an anniversary year fringe day amount calculation. "Grace" weeks will not be excluded from the 13 week fringe day amount calculations that are used for new employees for the purpose of benefits paid during the first year of employment.

### 10.3 On-The-Job Injury

Employees who suffer an on-the-job injury will be compensated for time spent receiving the necessary medical attention during their scheduled shift on the initial day of injury only. In the event there is time remaining on the scheduled shift after treatment is completed, the employee is required to return to work unless the Employer approved treating physician certifies that the employee was totally disabled from performing any work. If the employee elects not to return to work even though they are not totally disabled, then the Employer shall have no responsibility to pay for such time.

If time off is required for subsequent medical treatment resulting from the injury, the employee will only be paid for scheduled hours lost for such treatment if it can be shown that this treatment could not be scheduled outside of scheduled working time. Employees shall make efforts to minimize such lost time by arranging appointments outside their scheduled hours.

## Article 11: GENERAL

- 11.1 It is recognized as desirable from both the Employer and the Union's standpoint to encourage employees to shop at Meijer stores. Consequently, the Union and the Employer mutually suggest that the employees buy the bulk of their food and general merchandise from the Meijer stores in order to make each employee's job more secure.
- 11.2 Every employee must record their time in the prescribed manner when reporting for work and when leaving unless given a written exemption. When any employee covered by this Agreement is working on assigned duties, their time must be recorded. Employees will be paid when required to attend a meeting scheduled by the Employer. Such time paid will not be counted for purposes of overtime calculation except as Federal statute requires.
- 11.3 The Fresh Assembly Operation #855 will have one (1) bulletin board, which will be located in an area where not in conflict with health and safety guidelines. The bulletin board will be for the purpose of posting communications from the Local Union. Any materials posted shall be identified as official notices of UFCW Local 951 and will not contain any statements adverse to the Employer or the Employer's business, or be political in nature.
- 11.4 Uniforms: Uniforms required by the Employer and necessary protective gear will be provided by the Employer in accordance with Corporate policy, and such uniforms will be maintained by the employee in an appearance acceptable to the Employer.
- 11.5 No employee will be required to take a polygraph or any type of lie detector test.
- 11.6 The Company and the Union mutually agree that there shall be no discrimination contrary to applicable Federal and State laws against any employee. The Company and the Union also mutually agree to support the intent, goals and objectives of any Company Affirmative Action program.
- 11.7 Any reference to the male gender contained herein is for illustrative purposes only and shall be deemed to include the female gender.
- 11.8 This Agreement shall be binding upon the parties hereto and the Employer's successors, administrators, executors, and assigns. In the event that Meijer Great Lakes Limited Partnership, is sold, transferred, or taken over by sale, transfer, receivership or bankruptcy, this Agreement shall remain in full force and effect for its term. Meijer Great Lakes Limited Partnership, shall give notice of this Agreement to any purchaser or transferee in writing with a copy to the Union no later than the effective date of sale.
- 11.9 In the event that the Employer contemplates the introduction of major technological changes affecting bargaining unit work, advance notice of such change will be given to the Union. If requested to do so, the Employer will meet with the Union to discuss the implementation of such changes before putting such changes into effect.

In any discussions that are forthcoming as a result of technological change, both parties are agreed that they will make every effort to arrive at mutually agreeable decisions with

regard to those full-time members of the bargaining unit (on the payroll as of the effective date of this Agreement), who may become displaced as a direct result of the technological change.

- 11.10 Regular full-time employees in the military reserves when assigned to a day's active duty will, to the extent possible, be scheduled to a full work week excluding the day spent in the military reserves, provided that such employees give notice prior to posting of the affected week's schedule.
- 11.11 In recognition of the importance of a drug and alcohol free work place, a safe working environment and safe work practices, the parties agree to mutually strive to maintain and improve the work environment and support the efforts of a safety committee
- 11.12 The Company and Union mutually agree to support the intent, goals and objectives of the Union's Community Services Programs regarding women, handicapped, drug abuse, literacy, education, laid off employees and minorities; and the Company agrees to provide, at its discretion, a release from work for a reasonable amount of unpaid time to employees which will enable them to attend such programs.
- 11.13 Workers' Compensation Benefits: the Employer shall provide such Workers' Compensation benefits as required by law for eligible employees but may fund such benefits under a welfare benefit trust established to provide such benefits.
- 11.14 Overpayments to employees or monies owed to the Employer by the employee will be repaid by the employee based on a reasonable schedule of repayment by payroll deduction.

## ARTICLE 12: UNION COOPERATION

- 12.1 The Union agrees to uphold the rules and regulations of the Employer in regard to punctual and steady attendance, conduct on the job, and all other reasonable rules and regulations established by the Employer.
- 12.2 The Employer and Union agree to cooperate in maintaining and improving safe working conditions and practices, in improving the cleanliness and good housekeeping of the units, and in caring for equipment and machinery. The Union will cooperate and follow all health and safety guidelines governing the Fresh Assembly Operation and its employees.
- 12.3 The Union agrees to cooperate in correcting inefficiencies of members which might otherwise necessitate discipline or discharge.
- 12.4 The Union recognizes the need for conservation and the elimination of waste and agrees to cooperate with the Employer in suggesting and practicing methods in the interest of conservation and waste elimination.
- 12.5 The Union recognizes the need for improved methods and output in the interest of the employees and the business and agrees to cooperate with the Employer in the installation of such methods, in suggesting improved methods and in the education of its members in the necessity for such changes and improvements.
- 12.6 The Union agrees to support a drug and alcohol free work environment. The Union will cooperate with the Company to support drug and alcohol testing including, but not limited to, pre-employment, post accident, and reasonable cause testing methods.
- 12.7 The Union agrees that any Union button/pin, in addition to a steward and service pin, will not be political in nature and will be small, neat, and inconspicuous. The Union agrees to cooperate with the Company's philosophy of minimizing the number and type of pins worn.
- 12.8 The Union agrees that any materials posted or distributed within the units will comply with the Employer's "Solicitation and Distribution" policy.

### Article 13: DURATION AND TERMINATION

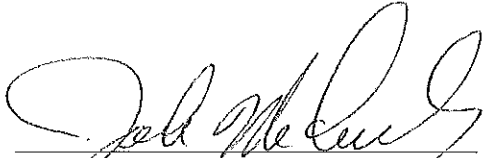
- 13.1 This Agreement shall continue in full force and effect for the Fresh Assembly Operation up to and including 11:59 p.m. on August 9, 2014, and from year to year thereafter unless either party serves notice in writing upon the other at least sixty (60) days prior to August 9, 2014, or August 9 of any subsequent year, that it desires to terminate or modify such Agreement, in which event this Agreement will expire after said August 9, 2014, unless mutually extended by the parties during negotiations or unless it is modified and continued as a result of negotiations.
- 13.2 It is agreed that in the event any article, section or clause hereof shall be deemed invalid under applicable law or regulations that the various remaining articles, sections and clauses of this Agreement shall be deemed to be severable and of continuing effect insofar as they shall not be affected thereby. The parties agree to begin negotiations within thirty (30) days to replace said void part of the contract with a valid provision.
- 13.3 It is understood that the terms and conditions of this Agreement are subject to applicable State and Federal regulations and rules, if any are enacted or adopted during the life of this Agreement, regarding wage and fringe adjustments and shall be implemented in accordance with and to the extent permitted by such rules and regulations.
- 13.4 When the Employer decides to close the Fresh Assembly Operation #855, the Employer shall notify the Union of such closing, and upon the request of either party, the parties shall meet to discuss the closing. As a result of such discussion, the president of the Local Union and management representatives may upon mutual agreement modify or amend those terms pertaining to the operation and employees affected by the closing.

MEIJER FRESH ASSEMBLY OPERATION AGREEMENT

MEIJER GREAT LAKES LIMITED PARTNERSHIP

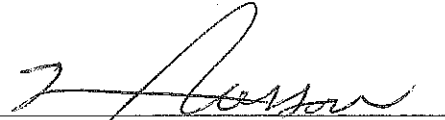
UNITED FOOD AND COMMERCIAL  
WORKERS INTERNATIONAL UNION  
LOCAL 951, CTW-CLC

By



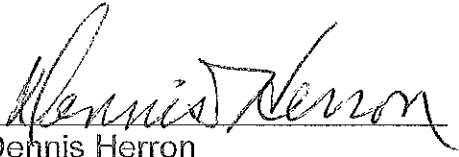
Jack McCarthy, Vice President  
Corporate Team & Labor Relations  
Meijer Great Lakes Limited Partnership

By



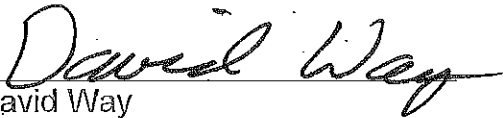
Marv Russow  
President  
UFCW Local 951

By



Dennis Herron  
Corporate Team & Labor Relations  
Meijer Great Lakes Limited Partnership

By



David Way  
Vice President, Director of Collective  
Bargaining, UFCW Local 951