

September 25, 2008

Fry's Food and Drug Stores  
Smith's Food and Drug  
Initial Proposal To  
UFCW Union Local 99

Kroger  
proposal  
9/25/08  
10:5  
Am

Arizona Food and Drug Stores Agreement

Fry's Food and Drug Stores (hereinafter referred to as "the Employer") and Smith's Food and Drug make the following Initial Proposal for a new collective bargaining agreement for the employees covered by the Food and Drug Store Agreement under the jurisdiction of UFCW Union Local 99, referred to hereinafter as the "Union." This proposal is in addition to any proposals made and/or tentatively agreed to between the parties with respect to health, pension, term and wages that is the subject of coordinated talks between the parties and Safeway. Such proposed new Agreement shall contain the provisions of the terminating collective bargaining agreement as modified below. The Employer reserves the right to add to, delete from, amend, correct, modify, or withdraw any of the proposals contained herein at any time throughout the course of these negotiations. The withdrawal of any proposal in these negotiations shall not be used as evidence against the proponent in any arbitration or other proceeding.

1. **Article 1 – Recognition – Section (a)** – In section (a) change "Assistant Store Manager" to "Assistant Store Managers" ("Assistant Store Directors" – Smiths) and add GM Department Manager and Deli Department Manager to the end of the paragraph.
2. **Article 3 – Discipline Of And Discrimination Against Employees** Delete paragraph number 11 - "Written notices shall be voided...".
3. **Article 5 – Seniority – Full-Time Employees** – Re-write the first sentence of paragraph one in the Full-Time Employee section to read:

"A full-time employee is defined as one who is **hired or advanced by the Employer to full-time status** or who is scheduled to work or provided at least forty (40) hours per week and is guaranteed a minimum of five (5) eight (8) hour days' work in that week (such work days need not be consecutive), unless such employee is unable to select a forty (40) hour schedule, when said employee works as scheduled."

Discuss 16 week at 40-hour provision.

4. **Article 5 – Seniority – Section (d) Qualifications** – Add the following to the list of jobs in subsection (3): "certified cheese steward, certified wine stewards and pastry chefs."
5. **Article 9 – Classification – Prior Experience** – In the Prior Experience section delete from the parenthetical in the first sentence the phrase "division of Safeway or Kroger" and substitute the phrase "comparable supermarket" and change "three (3)"

to “five (5)” throughout the section.

6. **Article 23 - Health and Welfare/Dental Plan** - Open
7. **Article 24 – Pension** – Open.
8. **Article 27 – Term of Agreement** – Open
9. **Appendix “A”** – Wages open. Add the following jobs to the list of “premium pay” jobs: Assistant Deli Manager, Assistant Bakery Manager, Assistant GM Manager, Pastry Chef, Certified Cheese Steward and Certified Wine Steward.
10. **Letters of Agreement** – Delete all Letters or Agreement regarding membership recruitment and access. Retain all remaining letters unless the parties mutually agree to delete.

September 25, 2008

**Fry's Food and Drug Stores  
Initial Proposal To  
UFCW Union Local 99**

**Arizona Marketplace Agreement**

Fry's Food and Drug Stores (hereinafter referred to as "the Employer") makes the following Initial Proposal for a new collective bargaining agreement for the employees covered by the Marketplace Agreement under the jurisdiction of UFCW Union Local 99, referred to hereinafter as the "Union." This proposal is in addition to any proposals made and/or tentatively agreed to between the parties with respect to health, pension, term and wages that is the subject of coordinated talks between the parties and Safeway. Such proposed new Agreement shall contain the provisions of the terminating collective bargaining agreement as modified below. The Employer reserves the right to add to, delete from, amend, correct, modify, or withdraw any of the proposals contained herein at any time throughout the course of these negotiations. The withdrawal of any proposal in these negotiations shall not be used as evidence against the proponent in any arbitration or other proceeding.

1. **Preamble** – Insert the phrase "and Fry's Signature Stores" after "Fry's Marketplace in the preamble and throughout the Agreement where applicable.
2. **Article 9 – Conditions – Section I Warning Notices** – Delete the second sentence or paragraph number 1 (Warning notices as may be issued...).
3. **Article 10 – Hours and Overtime – Section b Full-Time Employees** – Re-write the first sentence of paragraph one in the Full-Time Employee section to read:

"A full-time employee is defined as one who is hired or advanced by the Employer to full-time status or who is scheduled to work or provided at least forty (40) hours per week and is guaranteed a minimum of five (5) eight (8) hour days' work in that week (such work days need not be consecutive), unless such employee is unable to select a forty (40) hour schedule, when said employee works as scheduled."

Discuss 16 week at 40-hour provision

4. **Article 9 – Conditions – Section n Prior Experience** – In the Prior Experience section delete from the parenthetical in the first sentence the phrase "division of Safeway or Kroger" and substitute the phrase "comparable supermarket" and change "three (3)" to "five (5)" throughout the section.
5. **Article 17 - Health and Welfare/Dental Plan** - Open
6. **Article 18 – Pension** – Open
7. **Article 23 – Classifications and Definitions – Section (a) Department Store Clerk** – Insert the following sentence to the end of the Department Store Clerk Paragraph to read:

"It is understood and agreed that a Department Store Clerk shall be allowed to operate any checkstand throughout the store to cover temporary needs occasioned by a fluctuation in volume, to cover additional hours necessitated by the absence of another employee, or the unavailability of other employees to work at straight-time, or to assist with special events."

8. **Article 25 – Life of Agreement** – Open

9. **Appendix "A"** – Wages open.

10. **Letters of Agreement** – Delete all Letters or Agreement regarding membership recruitment and access. Retain all remaining letters unless the parties mutually agree to delete.