

#### Technological Changes and Automation 4.12(Grocery) 4.18 (Meat)

- A. The parties recognize that automated equipment and technology is now available and will be available for the Retail Food Industry. Employer recognizes that there is a desire to protect and preserve work opportunities for bargaining unit employees. At the same time, the Union recognizes the Company has the right to avail itself of modern technology and automation. With this common objective, the parties agree as follows: In the event the Employer introduces technological changes, which for the purposes of this article is defined as price marking and electronic scanners that would result in the elimination of bargaining unit work, sixty (60) days advance notice of such change will be given to the Union. Less than sixty (60) days advance notice of such change will be appropriate if the Employer is unable, due to sales or marketing difficulties or circumstances that reduce the Employer's ability to provide such notice, but, in such case, the Employer will give as much advance notice as possible.
- B. In addition, the Employer agrees:
1. Any retraining necessary will be furnished by the Employer at no expense to the employee.
  2. Where retraining is not applicable or possible, the Employer will make every effort to affect a transfer of the effected employee to another store.
  3. In the event an employee is not retrained or transferred, and is permanently displaced as a result of major technological changes, as defined above, the Employer agrees that it will bargain with the Union over the effects of such displacement.
- C. It is further agreed and understood between the parties that the layoff provisions contained in this Agreement shall be complied with in the event of any technological changes causing layoff.

**THE EMPLOYERS WOULD BE AGREEABLE TO THIS LANGUAGE WITH THE UNDERSTANDING THAT  
"ELIMINATION OF BARGAINING UNIT WORK" MEANS LAYOFF OR INVOLUNTARY TRANSFER**

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The Union reserves the right to add to, modify, and/or delete from these proposals until such time that a complete successor agreement has been reached.