

Agreement by and between
UFCW 3000
and
Fred Meyer, Inc.

**Non-Food
Whatcom County**

Effective: 01-05-2020 – 01-07-2023

UFCW3000

Faye Guenther, President • Joe Mizrahi, Secretary-Treasurer





WEINGARTEN RIGHTS

Your Right to Union Representation

You have the right to union representation if you are called to a meeting with management that could lead to discipline.

“I understand that this proceeding is for the purpose of investigating whether I may receive discipline. Therefore, I request that a union representative be present on my behalf before this proceeding continues. If you insist that the proceeding continue without allowing me union representation, I hereby protest your denial of rights guaranteed to me under federal labor law.”

Weingarten rights were won in a 1975 Supreme Court decision with these basic guidelines:

-  You must make a clear request for union representation either before or during the interview. Managers do not have to inform employees of their rights.
-  Management cannot retaliate against an employee requesting representation.
-  Management must delay questioning until the union steward arrives.
-  It is against Federal Law for management to deny an employee’s request for a steward and continue with an interrogation. In this case, an employee can refuse to answer management’s questions.

Discipline? Contract violations?

Call the Member Resource Center

If you or a coworker need help regarding an Investigatory Meeting, are facing Discipline or Corrective Action, or need to report Contract Violations our MRC Representatives will work with you on a plan of action.

Call the Member Resource Center at: 1-866-210-3000

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A G R E E M E N T

**By and Between
ALLIED EMPLOYERS, INC.**

**For and on Behalf of
FRED MEYER, INC.**

and

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 21

**Chartered By
UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION, AFL-CIO**

NON-FOOD

This Agreement is made and entered into by and between Allied Employers, Inc., representing Fred Meyer, hereinafter referred to as the “Employer,” and the United Food and Commercial Workers Union, Local No. 21, hereinafter referred to as the “Union.”

The employee agrees to faithfully perform the duties assigned to the best of his/her ability and to use his/her best efforts to promote the business of the Employer at all times.

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

1.01 The Employer recognizes the Union as the sole exclusive bargaining agency for a unit consisting of all employees covered under the classifications set forth in this agreement in the Employer’s store located at 800 Lakeway Drive, Bellingham, Washington, with respect to pay, wages, hours, and all other conditions of employment.

1.02 The Union recognizes Allied Employers as the bargaining agent for the Employer signatory to this Agreement.

1.03 Exclusions from the bargaining unit are as follows:

ALE (3)	PEC (2)	Garden Center (1)
Ops (2)	Jewelry (1)	Shoes (1)
Home (6)	Nutrition (1)	RMA (1)

(1) Management trainee per 50 bargaining unit employees.

1.04 Demonstrators may be used to demonstrate products. Nothing herein shall prohibit a demonstrator from fully servicing a customer. Demonstrators will be identified with the product being demonstrated by clothing or identification.

ARTICLE 2 - UNION SECURITY

2.01 Pursuant to and in conformance with Section 8(a)3 of the LABOR MANAGEMENT RELATIONS ACT of 1947, as amended, it shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing and those who are not members on the effective date of this Agreement, shall, on the thirty-first (31st) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union. For the purpose of this Article, the execution date of the Agreement shall be considered as its effective date. For the purpose of this Article, good standing in the Union shall be defined as the tender of initiation fee and periodic tender of dues uniformly required as a condition of membership in the Union.

2.02 Whenever the Union requires the discharge of any employee connected with the Union security clause of this Contract, the Union shall hold the Employer harmless and shall indemnify the Employer against loss, as a result of relying upon the direction of the Union in terminating any employee. The Employer agrees that when the Union notifies the Employer within three (3) days of the original notice, that the reason for the termination was a bona fide clerical error, the Employer will reinstate the employee to his former position on the next weekly schedule.

2.02.1 Union Dues Check-Off:

- a. On a weekly basis the Employer agrees to deduct uniform dues and initiation fees from the paycheck of those covered employees whose individual written unrevoked authorizations are on file with the Employer and to transmit the amounts so deducted to the Union monthly. Said deduction authorizations shall be in such form as to conform with Section 302(c) of the Labor Management Relations Act of 1947.
- b. It is understood the Employer is not liable in any manner if the employee is not on the payroll at the time deductions are being processed.

2.03 During the first ninety (90) days of employment, a new employee shall be considered to be on a probationary status. If, in the judgment of the Employer, such new employee fails to discharge their job responsibilities in a satisfactory manner, the Employer has the absolute right to discharge such employee at any time during the ninety (90) day period.

2.04 The Employer agrees that upon hiring or re-hiring any employee coming within the classifications herein set forth, it shall require each applicant employed hereunder to sign a Union supplied form outlining the requirements of 2.01. One (1) signed copy shall be given to the employee at the time of signing and the other copy shall be forwarded to the Union office in a self-addressed, postage-paid envelope supplied by the Union.

Each month the Employer shall provide an electronic report of all new hires and terminations. Such report shall include the employees' first name, middle initial and last name,

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social security number, phone number (home and/or cell), email (if available), store #/work location, department, job classification, wage rate, date of hire/rehire, and/or date of termination.

Each quarter the Employer shall provide an electronic report of all employees covered under the current bargaining agreement. Such report shall include the employees' first name, middle initial and last name, social security number, address, phone number (home and/or cell), email (if available), store #/work location, department, job classification, wage rate, and date of hire/rehire.

2.05 Voluntary Political Action Fund Deduction – The Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution authorization form. The amount deducted and a roster of employees using this voluntary deduction will be transmitted to the Union. The Union and each employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits and other liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

ARTICLE 3 - HOURS OF WORK AND OVERTIME

3.01 Forty (40) hours per week consisting of five (5) days of eight (8) consecutive hours each (exclusive of not more than one (1) hour out for lunch each day) shall constitute the basic straight-time workweek. All hours worked in excess of eight (8) hours per day and forty (40) hours per week shall be paid for at the rate of time and one-half (1-1/2). Where six (6) days, Monday through Saturday are worked in any one (1) week, time and one-half (1-1/2) shall be paid for on the days the least number of hours are worked. A Store Helper may work the sixth (6th) day at straight time, provided further, the rate of straight time shall be applicable if the employee works six (6) days, Monday through Saturday, on a voluntary basis. An employee may request such work by notifying his/her Manager in writing. An employee may rescind such request by notification in writing no later than one (1) week prior to the posting of the next weekly work schedule. Nothing herein shall require the Employer to schedule the sixth (6th) day.

3.02 Sunday Work - All time worked on Sunday shall be paid for at the rate of the employees regular rate of pay plus one dollar (\$1.00) per hour.

3.03 Lunch Period - Employees working over five (5) consecutive hours shall be entitled to not less than thirty (30) minutes and not more than sixty (60) minutes for a lunch period.

3.04 Work Schedules - The Employer shall post a weekly work schedule for all regular full-time and all regular part-time employees in accordance with Letter of Understanding #2. Any alterations in such work schedule, or change in employees' day off, may be made by twenty-four (24) hours notice to the employees, by mutual consent between employee and Employer, or in case of emergency.

3.05 Split Shifts - No employee shall be required to work a split shift.

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3.06 Four (4) Hours Guarantee - All employees, except those in the classification of Store Helper, shall receive not less than four (4) continuous hours of work or equivalent compensation in any one (1) day the employee is ordered to, and reports for, work. Compensation to begin at the time of reporting for duty.

3.06.1 Any minimum hours established under this Agreement shall be waived in the event that the Employer's operations cannot commence or continue due to the recommendation of civil authorities, or public or private utilities fail, or are unable to supply electricity, water, or other such services as required, or the interruption of work as caused by an Act of God, or other emergency beyond the control of the Employer. Where an employee is unable to work or fails to work four (4) hours on a particular day, he/she shall receive pay only for hours actually worked.

3.07 Rest Periods – Employees shall be allowed a rest period of not less than ten minutes, on the Employer's time, for each four (4) hours of working time. Rest periods shall be scheduled as near as possible to the mid-point of the work period. No employee shall be required to work more than three (3) hours without a rest period. In freestanding five-hour shifts, employees shall receive one (1) 15-minute rest period.

3.08 Free Time - There shall be no "free" or "time off the clock" work practices under this Agreement. Any employee found by the Employer or the Union to be engaging in such unauthorized practice shall be subject to discipline.

3.09 Night Premium - A premium of fifteen cents (15¢) per hour shall be paid for all hours worked between 7:00 PM and 11:00 PM weekdays. A premium of twenty-five cents (25¢) per hour shall be paid for all hours worked between 11 PM and 7 AM weekdays.

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

3.11 A minimum of ten (10) hours will be scheduled between two (2) consecutive work shifts. Work performed during the ten (10) hours between the two (2) work shifts, when so scheduled by the Employer, shall be paid at the rate of time and one-half (1-1/2) the employee's regular straight-time rate of pay.

This section shall not apply during the holiday season.

3.12 Employees required by the Employer to attend promotional sales meetings, training meetings, or other store business meetings, shall be paid for such time at the straight-time hourly rate of pay for time actually spent in such meetings, but there shall be a minimum of one (1) hour guarantee. Attendance at a voluntary meeting shall not be compensable. Attendance at store meetings shall not constitute a shift of work and the provisions of Sections 3.05, 3.06 and 3.11 shall not apply to store meetings.

3.12.1 Employees will receive the corporate mileage rate for use of personal vehicle and travel time en route at their straight-time rates for attending meetings of the Company held outside Whatcom County.

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3.13 Employees designated by management as lead clerks shall receive a thirty-five cent (35¢) per hour premium. Lead clerks are defined as employees that may work in any or all departments of the store and are designated by management as being in training for a more responsible position.

ARTICLE 4 - SENIORITY

4.01 (a) Employees shall attain seniority after ninety (90) days of continuous employment with the Employer upon completion of this period, seniority shall date back to the employee's most recent date of hire. This ninety (90) day period shall be extended by the amount of time the employee is absent from or unavailable for work due to medical reasons during the probationary period. The Employer must notify both the employee and the Union in writing, prior to the completion of the probationary period, of their intent to extend the probationary period.

(b) Seniority shall be applied on a departmental basis. Where merit, ability, and availability are equal the employee's seniority shall be recognized when it becomes necessary to increase or decrease the number of employees. Merit and ability means the merit and ability to do an available job in a good workmanlike manner, taking into consideration the employee's total conduct, performance and contributions.

4.02 Employees shall be required to inform the Employer in writing of their current address and phone number.

4.03 The Employer shall be the judge of whether the merit and ability of the employees are equal, but this judgment shall be fairly and reasonably exercised.

4.04 Loss of seniority - Except as otherwise provided for in Article XII, Leave of Absence, seniority shall be broken and the employee's service shall be terminated for the following reasons:

- a) Voluntary quit;
- b) Discharge in accordance with Section 14.01;
- c) Absence caused by a layoff in excess of ninety (90) calendar days;
- d) Absence caused by an illness or non-occupational accident of more than twelve (12) consecutive months;
- e) Absence caused by an occupational accident for more than twelve (12) consecutive months; (Light duty made available by the Employer does not count as time worked for the purposes of this section.)
- f) Failure to report to work from layoff within seventy-two (72) hours following the postmark of the written notice referred to in Section 4.02 mailed to employee's last known address;
- g) Failure to report to work immediately following a Leave of Absence as provided for under Article 12;

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h) Other employment while on an approved leave of absence.

4.05 Nothing in this Article shall be construed to require pay for time not worked.

ARTICLE 5 - REDUCTION OF HOURS

5.01 Regular employees shall not have their hours arbitrarily reduced for the purpose of increasing the working hours of regular part-time employees or assigning such hours to new hires or extra employees.

ARTICLE 6 - AVAILABILITY OF HOURS

6.01 Available Hours - The parties recognize that it is necessary to utilize both full-time and part-time employees in the Employer's business. Nevertheless, it is the policy of the Employer to utilize as many full-time employees (up to 40 straight-time hours per week) as is practical, taking into consideration the needs of the Employer's business. The Employer retains the sole and exclusive right to determine the needs of business and to establish weekly work schedules in accordance with said needs, and nothing in this Agreement shall restrict these rights. An employee with seniority, as provided in Section 4(a), performing a comparable work assignment within the same job classification as a junior employee who has been assigned a longer weekly work schedule, shall be entitled, upon request, to said junior employee's work schedule up to a maximum of forty (40) straight-time hours per week, provided that the senior employee's qualifications and ability are equal, that said employee is available to perform the longer weekly work schedule, and that said employee has previously notified the employer, in writing, of the employee's desire to work additional hours. The senior employee's request for said longer weekly work schedule shall be made in writing to the employee's immediate department or section supervisor within twenty-four (24) hours of the publication of the weekly work schedule in question. Nothing herein shall be construed as a guarantee of daily or weekly hours of work. It shall be the obligation of the Employer to promptly investigate alleged abuses upon presentation, and to rectify such abuses when justified within the meaning of this section.

6.02 Nothing set forth in this Article 6 will be interpreted or applied to require any compensation for time not worked.

ARTICLE 7 - HOLIDAYS

7.01 Employees will become eligible for holidays after they have completed six (6) months of work for the Employer. The following holidays shall be recognized and observed as holidays under this Agreement:

New Year's Day - January 1
Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day - First Monday in September
Thanksgiving Day - Fourth Thursday in November
Christmas Day - December 25

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7.02 Eligible employees, provided they normally work the hours as specified below, who work during the week in which the holiday occurs, and report for work their last scheduled working day preceding and their next scheduled working day immediately following the holiday, shall be paid for holidays specified in Section 7.01 of this Article, not worked on the following basis:

<u>Hours Worked during the Four (4) Calendar Weeks Prior to Holiday Week</u>	<u>Hours of Holiday Pay</u>
20 thru 24	4
25 thru 31	6
32 or more	8

7.03 Holidays either worked or not worked shall not be considered as days worked for the purpose of computing weekly overtime, except in the case of employees who normally work six (6) days per week, totaling at least 44 hours per week.

7.04 Holidays Worked - Employees who qualify for holiday pay as specified in Section 7.02 of this Article shall be paid time and one-half (1-1/2) in addition to such holiday pay for work performed on holidays named in Section 6.01 of this Article.

7.05 Personal Holidays: After one (1) year of employment, employees shall be entitled to two (2) personal holidays. Such personal days shall be scheduled by mutual agreement between the Employer and the employee, provided the employee shall give the Employer fourteen (14) days advance notice of the days they desire as their personal days. After the first year of employment, such personal holidays must be taken each year before the employee's anniversary date. Personal holidays may not be accumulated or carried over from one year to the next. By mutual agreement, the employee may receive pay in lieu of a day off for their personal holidays.

ARTICLE 8 - VACATIONS

8.01 Employees on the first anniversary date of their employment (after the first year of continuous employment) shall be entitled to a vacation with pay at their straight-time hourly rate, based upon the number of hours worked in the preceding twelve (12) months as follows:

<u>Hours Worked</u>	<u>Hours Of Paid Vacation</u>
1000 to 1200	20
1200 to 1600	24
1600 to 2000	32
2000 or more	40

8.02 Employees on the second and each subsequent anniversary date of their employment to the fifth (5th) anniversary date of their employment (after the second (2nd) and each subsequent year to the fifth (5th) year of continuous employment) shall be entitled to a vacation with pay at their straight-time hourly rate based upon the number of hours worked in the preceding twelve (12) months as follows:

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<u>Hours Worked</u>	<u>Hours Of Paid Vacation</u>
1000 to 1200	40
1200 to 1600	48
1600 to 2000	64
2000 or more	80

8.03 Employees on the fifth (5th) and each subsequent anniversary date of their employment shall be entitled to vacation with pay at their straight-time hourly rate based upon the number of hours worked in the preceding twelve (12) months as follows:

<u>Hours Worked</u>	<u>Hours Of Paid Vacation</u>
1000 to 1200	60
1200 to 1600	72
1600 to 2000	96
2000 or more	120

8.04 Employees on the twelfth (12th) and each subsequent anniversary date of their employment shall be entitled to vacation with pay at their straight-time hourly rate based upon the number of hours worked in the preceding twelve (12) months as follows:

<u>Hours Worked</u>	<u>Hours Of Paid Vacation</u>
1000 to 1200	80
1200 to 1600	96
1600 to 2000	128
2000 and over	160

8.05 Any employee otherwise eligible for vacation who voluntarily quits, retires, or is permanently laid off due to lack of work, shall be entitled to pro rata vacation pay in proportion to the hours for which the employee has received straight-time compensation in the 2080 hour industrial year. Employees shall not be entitled to vacation for any year in which they receive straight-time compensation for fewer than 1000 hours; this minimum hours requirement also applies to the payment of pro rata vacation benefits.

8.06 In the event a contractual holiday shall fall during an employee's paid vacation, an additional day's pay or an additional day's vacation, by mutual agreement, shall be given.

8.07 Time not worked up to a maximum of thirty (30) days per year due to verified absences due to illness or accident shall be counted as time worked for the purpose of computing vacation pay.

8.08 All vacations may be taken in one (1) continuous period up to two (2) weeks.

8.09 The Employer agrees to post the available vacation schedule by March 1 of each year so the employees will be better able to select their vacation periods. Vacation periods shall be granted between March 1 and November 1 of each year, or at other times if mutually agreeable to the Employer and the employees affected.

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8.10 Whenever more employees request the same vacation period than, in the judgment of the manager, can be spared from the store, the employee with the greatest length of service shall be given preference.

ARTICLE 9 - SICK LEAVE

9.01 Paid sick leave shall be granted to all regular full-time and all regular part-time employees after one (1) year of service on the basis of forty-eight (48) hours sick leave per year. Sick leave benefits shall accumulate to a total (maximum) of one hundred and twenty (120) hours. At the end of the year, an employee may carry forward his unused sick leave; provided that the maximum accumulated sick leave shall not at any time exceed one hundred and twenty (120) hours. Employees will accrue sick leave on the basis of four (4) hours per 173 hours of employment.

9.02 Sick leave pay, to the extent it has been earned, shall begin on the third (3rd) normally scheduled working day of illness or injury off-the-job or the first (1st) normally scheduled working day, if the employee is hospitalized on such first (1st) normally scheduled working day or has outpatient surgery, or the employee has one hundred twenty (120) hours of earned sick leave, and shall continue for each normally scheduled working day of illness thereafter, and shall be in an amount per day equal to the average number of straight-time hours worked per day by the employee during the past twelve (12) months; provided, 1) the daily total of sick leave pay under this Article and disability payments provided by the Health and Welfare Plan shall not exceed the current regular straight-time rate for the employees average hours up to eight (8) hours per day; and 2) not more than five (5) days sick leave pay shall be required in any one (1) workweek.

9.03 Regular part-time employees shall be those who average twenty (20) or more hours of work per week during the previous year.

9.04 Sick leave shall apply to an employee's regularly scheduled working day. Sick leave pay shall not be paid on the employee's scheduled day off, holidays, vacations, or any other day on which the employee is drawing pay for time not worked, or would not otherwise have worked. Furthermore, such days shall not be considered working days for the purpose of establishing the date upon which sick leave is to commence.

9.05 Any employee found to have abused sick leave benefits by falsification or misrepresentation may be subject to discipline up to and including termination.

ARTICLE 10 - HEALTH AND WELFARE, DENTAL, AND VISION

10.01 The employees shall continue to have Health and Welfare benefits provided through the Kroger Health and Welfare Plan now in effect for employees of Fred Meyer that are covered by these plans. Employees will be subject to all terms and conditions of the plans and will be covered by any increase in benefits or any changes in the plans on the same basis as other employees and as determined by law and the trustee of the plan.

10.02 Fred Meyer will continue to provide short-term disability benefits as follows: Regular full-time employees and part-time employees averaging 24 hours per week who exhaust all

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accumulated full-time sick leave benefits during an extended illness or injury defined as an absence of two weeks or longer, will receive short-term disability at half pay. Combined full-time and half-time benefits may be continued up to a maximum of 26 weeks.

ARTICLE 11 - RETIREMENT PROGRAM

11.01 During the 2019 negotiations, the parties reached detailed pension agreement which is set forth in Attachment A-2 (Kroger) to the parties' Health & Welfare and Pension Agreement. The required employer hourly contributions are set forth in this Article below and in the parties' pension agreement.

11.02 Employer Contributions:

11.02.1 Until the effective date of the new future service defined benefit variable plan ("Sound VAP Trust"), the Employer will continue to make contributions to the Sound Retirement Trust as described in this Section and the Employer's active employees will continue to earn benefit accruals under the Sound Retirement Trust. The Employer will contribute the following amounts and in accordance with Attachment A-2 (Kroger) to the parties' Health & Welfare and Pension Agreement:

	Regular
Base	\$0.20
Pre-PPA Suppl.^	\$0.10*
Past Rehab Incr.	\$0.648
Current Total:	\$0.948
Rehab Plan Increases This Term:	
Jan. 2020 hours (+\$0.106)	\$1.054
Jan. 2021 hours (+\$0.106)	\$1.160
Jan. 2022 hours (+\$0.106)	\$1.266
Jan. 2023 hours (+\$0.106)	\$1.372

*Ten cents (10¢) of the contribution is not for the purposes of benefit credit but will be used solely for the purposes of deficit reduction. However, in the event the ten cents (10¢) or any part thereof is no longer needed for deficit reduction, the Employer agrees to continue contributing thirty cents (30¢) per compensable hour.

11.02.2 Kroger's contribution obligation will cease to the Sound Retirement Trust on the date of the transfer of assets and liabilities to the UFCW Consolidated Pension Fund per Attachment A-2 (Kroger) to the Health & Welfare and Pension Agreement.

11.03 Sound VAP Trust Employer Contributions: Upon the effective date of the new future service defined benefit variable plan ("Sound VAP Trust"), the employer will contribute for each eligible employee to the Sound VAP Trust in accordance with Attachment A-2 (Kroger) to the Health & Welfare and Pension Agreement.

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11.04 The contributions referred to in Article 11.02 shall be computed monthly (with a maximum of 173 hours per calendar month per employee) and the total amount due for each calendar month shall be remitted in a lump sum not later than twenty (20) days after the last day of the month.

11.04.1 Notwithstanding the foregoing Article, the Board of Trustees of the Sound Retirement Trust shall have the authority to establish and enforce a method for reporting contributions on an accounting period basis, rather than a calendar month basis. In such case, the 173 hour maximum shall be appropriately adjusted, as directed by the Trustees, provided that in no event, shall an Employer's total obligation be different than what it would have been on a calendar month basis. Further, the total contributions due for each approved accounting period shall be remitted in a lump sum not later than twenty (20) days after the end of the accounting period.

11.05 The provisions of Article 18 of this Agreement shall in no way apply to or affect the Employer's obligation to pay contributions to this Trust Fund.

11.06 The Employer shall not be required to make contributions on probationary employees.

11.07 The Employer and the Union agree to be bound by the terms and provisions of that certain Trust Agreement creating the Sound Retirement Trust, dated January 13, 1966, and as subsequently amended. Further, each Employer Trustee who will be appointed by Allied Employers, Inc., to serve on the Board of Trustees of said Trust Fund and their duly appointed successors. The Employer and the Union also agree to be bound by the terms of the parties' Health & Welfare and Pension Agreement. At such time as the Kroger transfer to the UFCW Consolidated Fund is complete and all the terms of the Kroger Pension Agreement have been met, Kroger will no longer participate in the Sound Retirement Trust.

11.08 Pension Protection Act ("PPA"). This Agreement is to be subject to the 2018 Plan Year Rehabilitation Plan adopted by the Board of Trustees as revised December 5, 2019.

ARTICLE 12 - LEAVES OF ABSENCE

12.01 Regular employees with one (1) year or more of continuous service shall be entitled to a leave of absence without pay for the following bona fide reasons:

- a) Illness or non-occupational injury which requires absence from work;
- b) Pregnancy; and
- c) Serious illness or injury in the employee's immediate family, length of such leave shall be in compliance with the Family Medical Leave Act.

12.02 Leaves for personal reasons may be granted at the sole discretion of the Employer to regular employees regardless of length of service.

12.02.1 Upon request of the Union, leaves of absence without pay for Union business not to exceed nine (9) months may be granted by the Employer to employees regardless of length of service.

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12.03 Any request for a leave of absence under the terms of Section 12.01 and 12.02, shall be in writing and state the following information:

- a) Reason for such request;
- b) Date leave is to begin; and
- c) Date of return to work.

12.04 Any leave of absence, with the exception of Section 12.01 (a) and 12.05, may run to a maximum of six (6) months.

12.05 Leaves due to occupational injuries shall be granted for a period up to twelve (12) months.

12.06 The employee must be qualified to resume his regular duties upon return to work from an approved leave of absence.

- a) A doctor's certificate verifying that the employee is able to resume his normal duties must be furnished if requested by the Employer.
- b) The employee shall then return to the job previously held or to a job comparable with regard to rate of pay, on the first weekly schedule prepared after the Employer has received notice in writing of the employee's availability.

12.07 Any employee who fails to return to work at the end of a leave of absence shall be terminated.

12.08 Employment elsewhere during an authorized leave of absence shall be considered voluntary resignation with forfeiture of all rights inherent to this Agreement, unless specifically authorized by management in writing prior to taking a leave of absence.

ARTICLE 13 - PREVIOUS EXPERIENCE

13.01 Prior Experience - Where an employee is hired in a department where comparable past experience is applicable, all past experience for an Apprentice shall apply if the Apprentice has worked within the two (2) years prior to employment. The Employer shall be the sole judge of the comparability of prior experience and such judgment shall not be arbitrary or capricious. Past experience for employees who were formerly a Journeyperson shall be applied as follows:

a) Comparable experience means having performed similar kind of work and handling similar general kinds of merchandise at a Fred Meyer store.

b) Apprentices - If less than two (2) years have elapsed since last employed in comparable experience, full credit is given; if more than two (2) years, no credit shall be given.

c) Journeyperson - If less than two (2) years have elapsed, an employee shall be considered a Journeyperson. If two (2) to three (3) years have elapsed, an employee shall be considered a

Step 4 Apprentice; if three (3) to four (4) years have elapsed, an employee shall be considered a Step 3 Apprentice. If more than four (4) years have elapsed, no credit shall be given.

13.01.1 Prior hours of experience must be claimed on the employment application. The burden of providing proof of previous comparable experience rests solely with the employee. Should the employee and/or the Union fail to provide, within thirty (30) days from date of application with the Union, acceptable proof of actual hours of previous experience, the Employer is under no obligation to make any adjustments whatsoever.

ARTICLE 14 - MANAGEMENT RIGHTS AND DISCIPLINE AND DISCHARGE

14.01 Except as herein clearly and explicitly limited in the express terms of this agreement, the rights of the Employer in all respects to manage its business operation and affairs, including but not limited to the right to make and enforce reasonable rules to assure the orderly and efficient operation of the business, shall be unimpaired. The above rights of management are not all inclusive but indicate the type of matters or rights which belong to and are inherent to management. The Employer also retains the right to direct and schedule its employees and the right to discipline or discharge for cause; such cause shall not be arbitrary or capricious and must possess some reasonable foundation for its support.

ARTICLE 15 - BEREAVEMENT LEAVE

15.01 After their first year of employment, employees who are regularly employed twenty (20) hours or more per week, shall be allowed up to three (3) days off with pay for loss of their normal scheduled hours of work during the three (3) calendar days commencing with or immediately following the date of death of a member of their immediate family as defined below. Bereavement leave will be paid only with respect to a work day on which the employee would otherwise have worked and shall not apply to an employee's scheduled days off, holidays, vacation or any other day in which the employee would not, in any event, have worked. Scheduled days off will not be changed to avoid payment of bereavement leave. Bereavement leave shall be paid for at the employee's regular straight-time hourly rate. Immediate family shall be defined as spouse, domestic partner, son, daughter, stepchildren residing therein, mother, father, brother or sister, present father-in-law and/or mother-in-law, stepparents, grandparents, and grandchildren.

ARTICLE 16 - JURY DUTY

16.01 After six (6) months of service, employees who are regularly employed twenty (20) hours or more per week who are taken from their work for jury service in the Municipal, County, State or Federal Court shall be reimbursed for their loss of wages while actually performing such jury service, provided the employee complies with the following requirements:

- a) He shall notify the Employer promptly upon receipt of a call for jury duty.
- b) When he reports for jury duty and is excused by the court, he shall report as soon as possible to the Employer for the purpose of working the balance of the day. If his regular job is not available, he shall perform such other duties as may be assigned by the Employer.

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16.02 The amount of reimbursement for jury service shall be determined by subtracting his jury duty pay from the wages he would have earned at his regular straight-time hourly rate not to exceed eight (8) hours per day and one hundred twenty (120) hours of jury service in any one (1) year. On request, the employee shall show the Employer his check or voucher for jury service and permit a copy to be made.

16.03 Witness Duty - Employees required to appear in court or in legal proceedings on behalf of their Employer during unscheduled hours, shall receive compensation at their regular straight-time hourly rate of pay only for the time spent in making such appearance less any witness fees received. No other provision of this Agreement shall apply to this Article.

ARTICLE 17 - GENERAL PROVISIONS

17.01 Store Visits - After making their presence known to the Manager, representatives of the Union shall have the right to contact employees during store hours so long as calls shall not interfere with the job function and/or with giving proper service to customers.

17.02 Store Cards - The Union agrees, in consideration of signing of this Agreement by the Employer and for the period of the good and faithful performance of its covenants and provisions, by the Employer, to furnish to each store represented by the Employer a Union Store Card, and the property of and issued by the United Food and Commercial Workers International Union, AFL-CIO. Said Card to be displayed in a prominent place in the store.

17.03 No employee shall suffer any loss in his hourly rate of pay by reason of the signing or adoption of this Agreement. However, the terms of this Agreement are intended to cover only minimums of wages and other employee benefits. The Employer may place superior wages and other employee benefits in effect and may reduce the same to the minimums herein prescribed without the consent of the Union.

17.04 The Employer agrees that it will not require any employee or prospective employee to take a Polygraph (lie detector) test as a condition of employment or continued employment.

17.05 Employees will receive the rate per mile established by the IRS for use of personal vehicle while on the company business of the Employer, if approved by the Employer.

17.06 All wage adjustments required by the application of this section shall be effective on the nearest Sunday following the completion of the hours specified on Appendix "A".

17.07 Drug and Alcohol Policy - Employees shall be subject to the Employer's Drug and Alcohol Policy, as those standards may be modified or amended by the Employer from time to time; provided, however, that prior to implementing any change in the Drug and Alcohol Policy, the Employer will give the Union notice of the proposed change and an opportunity to bargain. Any request to bargain must be received by the Employer within fifteen (15) calendar days after receipt of the proposed changes by the Union.

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17.08 The Employer will notify the Union prior to implementation of any new technology or methods that may have a material effect on the wages, hours, or working conditions of any bargaining unit employee. When practicable such notice will be given at least 60 days prior to implementation.

ARTICLE 18 - GRIEVANCE PROCEDURE

18.01 Any dispute or grievance arising between the parties to this Agreement as to the proper interpretation or application of the Agreement, shall be adjusted by the accredited representative of involved Employer and the accredited representative of the Union. If these parties fail to reach a satisfactory adjustment within thirty (30) calendar days from the date the grievance is filed in writing, as required by Section 15.06, by either party upon the other, the moving party must refer the matter for final adjustment to a Labor Relations Committee selected as follows: One (1) member from the Employer and one (1) member from the Union, or the grievance shall be deemed waived. If the Labor Relations Committee fails to reach an agreement within five (5) calendar days from the date of the Labor Relations meeting, the moving party must request arbitration or the grievance shall be deemed waived.

18.02 If arbitration is requested, the parties shall take turns striking names off the list of the following permanent panel:

1. Gary L. Axon
2. Michael E. Cavanaugh
3. Joseph W. Duffy
4. Martin Henner
5. Alan Krebs
6. Howell Lankford
7. Tom Levak
8. Ron Miller
9. James Paulson
10. Shelly Shapiro
11. Kathryn T. Whalen
12. Jane R. Wilkinson
13. Timothy D.W. Williams

18.02.1 The parties to the arbitration have the right to request and receive information needed to prepare for arbitration or for the renegotiation of this Agreement to the extent permitted under Federal law. The requesting party shall pay all reasonable costs incurred as the result of such request.

18.02.2 Attorney Fees: The Parties hereby agree that in all arbitration matters arising under this collective bargaining agreement the Parties shall be responsible for their own attorney's fees. This includes, but shall not be limited to cases where the Union is seeking back wages on behalf of an employee.

18.03 The parties shall notify the arbitrator at the time of selection of the requirement that he or she must render a final and binding decision within thirty (30) days from the close of the arbitration

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hearing, or from the arbitrator's receipt of the post-hearing briefs, whichever is later. In the event the selected arbitrator is unable to agree to such requirement, the parties shall contact the remaining arbitrators on the permanent panel in inverse order of their striking until agreement to comply with the above condition is obtained. Upon proper receipt, the decision of the arbitrator shall be final and binding upon both parties to this Agreement. The Arbitrator shall not have the power to alter, change or modify this Agreement in any respect.

18.04 The compensation of the arbitrator shall be borne by the losing party. Either party may obtain a transcript of the arbitration at that party's expense and for that party's sole use, unless the other party wishes a copy, in which case the expense of the transcript shall be shared equally. In cases where it is concluded that an employee has been improperly discharged, the arbitrator may reinstate the improperly discharged employee. The arbitrator may not render an award which requires the Employer to pay an improperly discharged or suspended employee for time that the employee has not actually worked in excess of the wage and benefits the employee would have earned had he worked his normal schedule during the ninety (90) calendar days immediately following the date of discharge or suspension.

The Parties confirm that the above is a hard cap with no exceptions.

18.05 The arbitrator shall not have the authority or power to add to, amend or subtract from the terms of this Agreement.

18.06 Any time limitations established herein may be extended by mutual agreement of the parties.

ARTICLE 19 - STATE INDUSTRIAL INSURANCE

19.01 All employees shall be covered under Washington State Worker's Industrial Accident Compensation or guaranteed equal coverage.

ARTICLE 20 - NO STRIKES OR LOCKOUTS

20.01 During the life of this Agreement the Union agrees not to engage in any strike or stoppage of work and the Employer agrees not to engage in any lockout.

ARTICLE 21 - PICKET LINE RECOGNITION

21.01 Picket Lines - It is understood and agreed that the grievance and arbitration procedure of this agreement and the judicial and administrative remedies provided by law are the sole and exclusive means for settling any dispute between the employee and/or the union and Employer, whether relating to the application of this agreement or otherwise.

21.01.1 Accordingly, for the duration of this agreement and any extension thereof, the union agrees that neither the union, its officers, agents, representatives and members, nor any employees covered by this agreement shall in any way, directly or indirectly authorize, cause, assist, encourage, participate in, ratify or condone any strike (whether it be an economic strike, a

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fair labor practice strike, sympathy strike, or otherwise), sit-down, sit-in, slow-down, walk out, cessation or stoppage of work, picketing (includes any refusal to cross any other labor organizations' or other parties' picketlines), handbilling, or any other activity which interferes, directly or indirectly with the Employer's operation at any location.

ARTICLE 22 - SEPARABILITY

22.01 It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses and phrases of this Agreement are separable and if any phrase, clause, sentence, paragraph or section of this Agreement shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction because of the conflict with any Federal or Washington State law, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement and the balance of this Agreement shall continue in full force and effect.

22.02 The parties hereto agree that substitute provisions conforming to such judgment and decree shall be incorporated into this Agreement within thirty (30) days.

ARTICLE 23 - HEADING NOT BINDING

23.01 The section and paragraph headings used in this Agreement were inserted for convenience only and shall have no bearing on this construction or meaning of this Agreement.

ARTICLE 24 - WAGES AND CLASSIFICATIONS

24.01 The wage scales pertaining to the classifications covered by this Agreement are set forth in the attached Appendix "A".

24.02 For the purpose of computing months of experience and determining length of service wage adjustments under Appendix "A" of this Agreement, one hundred seventy-three and one-third (173-1/3) hours of employment with the current Employer shall be counted as one (1) month's experience provided, that no employee shall be credited for more than one hundred seventy-three and one-third (173-1/3) hours of experience in any one (1) calendar month. All wage adjustments required by the application of this Section shall be effective on the nearest Sunday following the completion of the hours specified above.

ARTICLE 25 - NON-DISCRIMINATION

25.01 The Employer and the Union agree that each will fully comply with applicable laws and regulations regarding discrimination and will not discriminate against any employee or applicant for employment because of such persons race, religion, color, national origin, sex or age. Any reference to gender in this Agreement includes both genders. Both parties recognize in all cases of conflict between the Americans with Disabilities Act (ADA) and any provision of this Agreement, or any practice under any of its provisions, the ADA shall prevail.

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ARTICLE 26 - CHRISTMAS EXTRAS

26.01 Christmas extras shall not be subject to the following provisions of this Agreement: Article 2, Section 2.01 - Union Security; Article 3, Sections 3.02 and 3.09 - Hours of Work and Overtime; Article 6 - Holidays; Article 7 - Vacations; Article 9 - Health and Welfare/Dental; Article 10 - Retirement. Any Christmas extra, who remains on the payroll after the second Sunday in January, will be covered by all the provisions and sections of this Agreement prospectively. This provision shall apply to employees hired on or after October 1st and laid off by the second Sunday in January.

ARTICLE 27 - NATIONAL HEALTH

27.01 In the event any law or government regulation requires any payment from the Employer for benefits which would replace, supplement or modify health and welfare, and dental, provided under this Agreement, the amount of such payment shall be deducted from the contributions for such benefits required under the terms and conditions of this Agreement.

ARTICLE 28 - WORKPLACE SAFETY

28.01 Safety Committees will be held in accordance with applicable laws. Upon request, the Employer will notify the Union when the Safety Committee will meet. Minutes of the Safety Committee meetings will be posted or made otherwise available for review.

28.02 In addition to the store level safety committees, the Employer and the Unions will jointly set up a Master Safety Committee, made up of (2) members from each Union (UFCW Local 21, UFCW Local 367, and Teamsters Local 38), and up to an equal number of members from the Company. If necessary to address certain issues at a workplace either party may invite guests, with prior approval of the committee.

The Master Safety Committee will meet periodically, and no less frequently than once per quarter, to review workplace safety matters. The parties will discuss and work toward resolving safety issues in the workplaces.

In addition, the Company and the Union agree that they will continue to discuss and jointly address safety related issues and/or questions about the Company's safety program in good faith.

28.03 The Company agrees that it shall provide safety training in accordance with the law and its policies as necessary. In addition, the store safety committees may recommend training subjects and those recommendations will be considered and acted upon by the Master Safety Committee.

28.04 The parties agree that no party shall retaliate against any employee for bringing forward safety issues.

28.05 Nothing in this article shall be interpreted to diminish the Employer's rights/obligations or employees' rights/obligations under applicable laws or current Company practices and policies.

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28.06 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.

ARTICLE 29 - DURATION OF AGREEMENT

29.01 This Agreement shall be in full force and effect from January 5, 2020 through January 7, 2023, and shall continue from year to year thereafter unless written notice of desire to modify or amend or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

IN WITNESS WHEREOF, we attach our signatures:

ALLIED EMPLOYERS, INC.
On behalf of FRED MEYER, INC.

UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL NO. 21

DocuSigned by:
Scott Klitzke Powers 10/21/2021
713E8d144A20433...

Scott Klitzke Powers Date
President

DocuSigned by:
Faye Guenther 10/14/2021
3A24D6DA7E70477...

Faye Guenther Date
President

**APPENDIX “A”
 WAGES AND CLASSIFICATIONS**

Classifications	Current	1/5/20	1/3/21[^]	1/2/22[^]	
Senior Clerk	\$15.47	\$16.07	\$16.67	\$17.27	
Journeyman	15.05	15.65	16.25	16.85	
	Current	1/5/20	1/1/21[^]	1/1/22[^]	1/1/23[^]
Step 9 (6241-7280 hrs.)*	14.40	14.40	14.59		
Step 8 (5201-6240 hrs.)**	14.30	14.30	14.49		
Step 7 (4681-5200 hrs.)	14.20	14.20	14.39		
Step 6 (4161-4680 hrs.)	14.10	14.10	14.29		
Step 5 (3641-4160 hrs.)	14.00	14.00	14.19		
Step 4 (2601-3640 hrs.)	13.90	13.90	14.09		
Step 3 (1561-2600 hrs.)	13.80	13.80	13.99		
Step 2 (521-1560 hrs.)	13.70	13.70	13.89		
Step 1 (0 - 520 hrs.)***	13.60	13.60	13.79		
Store Helpers/Christmas Extras***	13.60	13.60			
Pharmacy Assistant “A”	Current	1/5/20	1/3/21[^]	1/2/22[^]	
Thereafter	19.49	20.04	20.59	21.14	
	Current	1/5/20	1/1/21[^]	1/1/22[^]	1/1/23[^]
Step 4 (4161-6240 hrs.)	15.20	15.20	15.20		
Step 3 (2773-4160 hrs.)	14.35	14.35	14.35		
Step 2 (1041-2772 hrs.)	12.90	13.70	13.89		
Step 1 (0-1040 hrs.)	12.10	13.60	13.79		

[^]Wage rates TBD based on minimum wage at that time.

*This step is applicable to all employees hired after January 6, 2008.

**These rates may be increased by changes to the state minimum wage.

All employees paid above the Journeyman/Thereafter rate will receive the same increases as the Journeyman/Thereafter rate in each year of the Agreement.

Each rate will be at least \$0.10 per hour higher than the previous rate in the progression schedule.

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General Merchandise clerks who are promoted to another position under Appendix B or C of the Grocery Agreement shall remain at their current wage rate, but shall be given credit for prior hours of experience toward their new progression.

General Merchandise clerks who are promoted to a position under Appendix A of the Grocery Agreement shall remain at their current wage rate until accumulating 2,080 hours and then shall progress to the next higher rate in the progression and then continue their progression under Appendix A. This clause does not apply to Courtesy Clerks, Helper Clerks or other employees covered under separate Appendices or LOU's.

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**LETTER OF UNDERSTANDING #1
CHRISTMAS EXTRA EMPLOYEES**

The parties agree to maintain the past practice with regard to Christmas Extra employees. Specifically, Christmas Extra employees who are rehired to assist in the Employer's year-end inventory shall not be considered as remaining on the payroll as stated in Article 25. Such employees may be rehired for an inventory period not to exceed seven (7) calendar days.

The parties acknowledge the following:

1. Due to the busy holiday season, the employer hires "Christmas Extras".
2. There is a need to on-board Christmas Extras so they are trained and prepared when needed.
3. Ordinarily, these training hours should not reduce the number of hours available to regular employees.
4. The parties will work in good faith to balance the desire of current employees for more hours with the Employer's business need to be adequately staffed for the holidays.

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**LETTER OF UNDERSTANDING #
SCHEDULING PRACTICES**

Fred Meyer agrees to continue its practice of posting a schedule for a two-week period not later than 6:00 P.M. on Thursday preceding the start of the workweek. In the future, prior to making any changes to those practices, the Company will meet with the Union to discuss those changes. This Letter will not apply to any department where such scheduling is not current practice.

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LETTER OF UNDERSTANDING #3
INVESTMENT IN WORKFORCE DEVELOPMENT WETRAIN NON-PROFIT

The employers and unions agree to a Joint Committee on Workforce Development.

The employer and unions will utilize the committee as described below:

1. The Joint Committee will work towards the establishment of a training program to meet the needs of future staffing.
2. The committee will have an equal number of union and employer representatives.
3. Joint Committee will meet quarterly.
4. The Joint Committee will seek new funding streams.
5. All members of the Joint Committee will cooperate in order to meet requirements of grants, when reasonable and it makes business sense to do so.
6. Each signatory employer will contribute to the WeTrain program \$500 per graduated worker who either (1) gets pre-approval from the employer to take the training and works for the employer at the time of graduation; or (2) are hired by the employer within 6 months of graduation, provided the employee provides notice of the graduation prior to being hired. This amount will be paid in aggregate for all employers up to \$300,000, matching a one-time seed contribution from UFCW 21 of \$300,000 and \$9,500 from Teamsters 38.
7. The bargaining parties agree to allow the joint committee to address future funding needs during the term of this agreement.

Nothing herein is intended to diminish work preservation rights the unions have under existing contractual provisions or law.

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LETTER OF UNDERSTANDING #4
JOINT LABOR MANAGEMENT COMMITTEES

Electronic Schedules: The parties agree to establish a Joint-Labor Management Committee to consider the Union's proposal regarding the providing of electronic schedules.

New Hire Orientation: The parties agree to establish a Joint Labor-Management Committee to consider the Union's proposal regarding new employees orientation if Right to Work is passed.

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SIGNATURE PAGE

The parties hereby agree to the following Letters of Understanding:

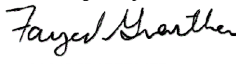
1. Letter of Understanding #1: Christmas Extra Employees
2. Letter of Understanding #2: Scheduling Practices
3. Letter of Understanding #3: Investment in Workforce Development WeTrain Non-Profit
4. Letter of Understanding #4: Joint Labor Management Committees

ALLIED EMPLOYERS, INC.
For and on Behalf of Fred Meyer, Inc.

UNITED FOOD AND COMMERCIAL
WORKERS UNION LOCAL #21

DocuSigned by:
 10/21/2021
718EAD141A20485...

 Scott Klitzke Powers Date
 President

DocuSigned by:
 10/14/2021
3A24D5BA7E70477...

 Faye Guenther Date
 President

THE UNION DIFFERENCE

As a union member, you have certain rights at your workplace:

A Voice at Work

Because you have a union, you have a voice at work. A negotiating committee of union members and staff negotiate with management—as equals—over wages, benefits, working conditions, and other issues. The union committee pushes for the issues that union members choose. The result of negotiations is a proposed contract which members vote on before it takes effect.

Right to Union Representation

Every union member has the right to union representation during an investigatory interview that could lead to discipline. This is called your “Weingarten” right, after a Supreme Court case which established the right to representation.

Just Cause for Discipline

The just cause provision in your union contract ensures you have due process in cases of discipline. The just cause standard is a well-defined set of legal rules that involve several different “tests” of a disciplinary action. The tests of just cause provide considerable protection against retaliation, discrimination, or other unfair actions.

The Security of a Union Contract

As a union member, your wages and working conditions are spelled out in writing in a legally-binding union contract. You are not alone at the workplace—instead, you have the security of knowing that your rights are protected by your union contract and backed up by the 50,000 other members of UFCW 3000.

Union Leadership

UFCW 3000 leadership is provided by the member-elected Executive Board. The Executive Board is made of rank-and-file UFCW 3000 members from diverse workplaces, income levels and backgrounds.

My Shop Steward is:

My Union Rep is:

*Building a powerful Union that fights for economic,
political and social justice in our workplaces
and in our communities.*

Seattle: 5030 First Ave S, Suite 200, Seattle, WA 98134-2438

Mt. Vernon: 1510 N 18th St, Mt Vernon, WA 98273-2604

Des Moines: 23040 Pacific Hwy S, Des Moines, WA 98198-7268

Silverdale: 3888 NW Randall Way, Suite 105, Silverdale, WA 98383-7847

Spokane: 2805 N Market St, Spokane, WA 99207-5553

Spokane: 1719 N Atlantic St., Spokane, WA 99205

Tri-Cities: 2505 Duportail St, Suite D, Richland, WA 99352-4079

Wenatchee: 330 King St, Suite 4, Wenatchee, WA 98801-2857

Yakima: 507 S 3rd St, Yakima, WA 98901-3219

WWW.UFCW3000.ORG

UFCW3000



UFCW3000

1-800-732-1188 | MEMBER RESOURCE CENTER 1-866-210-3000

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