

**Fully Recommended Settlement  
Puget Sound Grocery and Meat Agreements**

**Albertsons-Safeway and UFCW Local 3000 and Teamsters Local 38  
April 14, 2022**

The parties have reached an agreement that the Union and the Union bargaining committee are fully recommending for ratification. The proposed changes to the labor agreement are set forth below (any item not mentioned shall remain unchanged).

Note: Article/Section references are to the King & Snohomish Counties Grocery Agreement. The intent of this proposal is to apply the same changes to the other Puget Sound-area Agreements (unless otherwise noted) where the provisions exist in those Agreements. For later expiring contracts, effective dates will be adjusted for that contract as per past practice.

1. **Term:** 3 years (May 8, 2022 through May 3, 2025)

2. **Wages:**

Transition to All Purpose Clerk (APC).

Increase Red-Circled Appendix A Journeyperson wage rates as follows:

5/8/22:*	+\$2.00
5/7/23:	+\$1.00
5/5/24:	+\$1.00

Increase APC Journeyperson wage rates as follows:

Set initial rate at:	\$20.15
5/8/22:*	+\$1.00
5/7/23:	+\$1.00
5/5/24:	+\$2.00

\* For stores where Hazard pay is required:

- APC Clerk movement happens DOE for all jurisdictions
- First pay increase effective on the first day of the contract or the first Sunday after Hazard pay ends, whichever is later, but no later than August 28, 2022.

**All Purpose Clerk Concept:**

- See attached wage charts.
- Current Journeyperson A grocery clerks and employees on the final two App. A apprentice steps on DOE (upon promotion to JP) will be “Red-Circled” on App. A wage schedule and get negotiated increases.
- Current Appendix A apprentices who are not on the final two App. A apprentice steps, all Appendix B, C, Fuel, and Internet Shoppers employees shall move to APC scale.

- Using current hours (or current placement), slot employees straight across (so JP B moves to JP APC, Step 4 Apprentice moves to Step 4 APC, etc.).
- All new hires in covered classifications, hired into APC.
  - Courtesy Clerks, Helper Clerks, and Meat Department employees will remain separate and not part of APC.
- Add SJP APC rate (\$0.25 over APC JP).
- All APC clerks must be union members (i.e., non-union departments will not be part of APC).
- No change to current exemptions.
- APC Pension: The contribution to the VAP shall be 2.8% of salary.

For Albertsons-Safeway, the APC pension rate for the Sound Retirement Trust shall be calculated by the plan actuaries to be a rate that is cost neutral to the employer/pension trust (that is, a blended rate taking in to account the different base rates for App. A, B, C, Fuel, Internet).

- The parties will cooperate in good-faith to clean-up current contract provisions to comport with the new APC concept/agreement.
- Helper Clerks:
  - Add one more 1040 hour step to Helper Clerk scale for hours worked after ratification
  - All Helper Clerks move to post-2004 scale
  - Helper Clerks who are promoted to APC Clerk will move over at their current rate and shall progress from there.
- **Revise apprentice wage escalator/ across the board language as follows:**

In no event shall any wage classification be less than **twenty-five cents (25¢)** ~~ten-cents (10¢)~~ per hour above the then current ~~Washington State~~ minimum wage. Each rate will be at least **twenty-five cents (25¢)** ~~ten-cents (10¢)~~ per hour higher than the previous rate in the progression schedule **not to exceed the Journeyman rate.**

~~Seattle Minimum Wage: For the term of this contract only, effective January 1, 2020, the parties agree to apply the twenty-five cents (25¢) \$0.10 over minimum wage and twenty five cents (25¢) \$0.10 escalator (not to exceed the Journeyman rate) to the Seattle minimum wage in the manner discussed during bargaining. Notwithstanding this agreement, both parties reserve their positions on the proper application of the escalator language.~~

All wage increases shall be “across the board” except for: (a) employees being paid an over scale rate due to an increase in the Washington State minimum wage; (b) employees who have transferred into another classification and have had their wage rate frozen at an above scale level; and (c) any Safeway Floral or GMHBC Managers, **Produce Manager, Starbucks Manager, Assistant Deli Manager [in Meat: Seafood Managers and Butcher Block Supervisor]** (see Letter of Understanding #13).

**Bargaining Note: For the initial transition to APC, the “across the board” language shall not apply.**

3. **Health & Welfare:**

The contribution rate of \$4.86 remains in effect through March 2023 hours.

Starting March 2023, every six months through March 2025, the consultants will project Plan expenses and income and report these amounts to the Trustees. Based on those projections, the Trustees will set the contribution rate (with a minimum rate of \$4.86 and up to a maximum rate of \$5.25) that is anticipated to result in an excess reserve (above the required reserves) of \$52 million by April 30, 2025. Adjustments will only be made in the employer contribution rate if the consultants determine \$0.05/hour or more is needed to hit the target reserve.

In March 2025, the consultants will determine the actual current hourly cost of the plan based on (1) the most recent 12 months of incurred plan expenses adjusted to reflect trend to the 12-month period ending April 30, 2025, (2) the most recent 12 months of employee contributions, (3) the most recent 12 months of hours, and (4) expected investment income. The contribution rate will be set based on this hourly cost analysis and shall become effective with April 2025 hours, provided that the hourly rate shall not exceed \$5.25 and not be less than \$4.86. (The \$0.05 per hour threshold in the previous paragraph does not apply to this final rate setting).

4 items listed below are to “update” existing benefits to reasonable levels; total cost is less than 1 cent/hour

- Podiatry – increase cap to \$80 per visit for the PPO (currently \$20/visit)
- Chiropractic – increase cap to \$60 per visit for the PPO (currently \$30/visit)
- Vision – implement VSP option 1 changes
  1. increase frame allowance by \$20
  2. increase contact lenses allowance by \$40
  3. \$35 copay for anti-reflective coating
  4. Cover full standard progressives
- Dental PPO – waive deductible for preventive services (currently \$10/30 individual/family)

4. **Pension:**

- Employers to pay scheduled increases as per current rehab plan/funding agreement.

Albertsons-Safeway Rehab Increases this term:

Eff Date	Grocery	Meat
7/1/22	.10	.10
1/1/23	.136	.076
7/1/23	.10	.10
1/1/24	.03	.03
1/1/25	.03	.03
<b>Total:</b>	<b>\$.396</b>	<b>\$.336</b>

- Albertsons-Safeway: Convert VAP contribution to 2.8% of salary (same as Kroger)
- Grocery-interim employers who are currently at hourly rate in VAP, move to % of salary at 2.8%.

5. **Bus Passes:**

- Employers are willing to go with the union to local authorities to try to get discounted bus pass rates for employees (no employer subsidy).

6. **Vacation (Grocery Only):**

- Change to: Maintain same general number of weeks of vacation as current in each contract. For example, in King County Grocery:

1 week after 1 year  
2 weeks after 2 years  
3 weeks after 5 years  
4 weeks after 12 years

**Any employee who works 2496 or more hours in a year shall receive an additional 2 days of vacation the following year.**

Calculate a “week of vacation” as follows:

The number of hours paid for a “week” of vacation shall be calculated by taking the average weekly hours worked\* over the prior 12 months (up to a maximum of 40 hours per week). Vacation hours shall be paid at the employee’s regular straight time rate at the time the vacation hours are paid. (Clarification: No change to minimum annual hours required for vacation)

\*current Section 8.5 would remain in the agreement

7. **Safety:**

- At stores with specific challenges, the Employers will work with the Union to identify and utilize community partners/programs to help address issues around the store that impact employee and customer safety. This will be on a case-by-case basis depending on the unique issues surrounding a specific store.
- Employers agree to pre-schedule Master Safety Committee meetings for each coming year. Master Safety Committee dates for 2022 will be: June 16, Sept 22, Dec 8. Future dates for 2023 to be determined at December 8 meeting.
- Master Safety Committee to review current safety training and procedures and to collaborate on recommendations for changes/additions going forward.
  - Master Safety Committee to explore walk-throughs of emergency exits, evacuation routes, etc. in a manner that does not disrupt customers/the business operation. Logistics and details will be agreed to by December 1, 2022.

8. **Scheduling (Grocery only):**

**Labor Management Committee:** The parties agree to set up and meet in a Labor Management Committee (LMC) no later than 3 months after the date of ratification to discuss Select a Schedule and scheduling, including the employers desire to have a second assistant in Produce and other departments that would be scheduled outside of select a schedule process and the union concerns around short shifts and workers being scheduled outside the select a schedule process for work done in a department covered by select a schedule.

9. **We-Train:**

- Willing to add \$0.01 per hour contribution to all CBAs, effective on the same timing as set forth in the parties Hazard Pay/WeTrain Agreement (later expiring contracts will begin the contribution no earlier than effective on hours the first of the month following expiration).

10. Renew all LOUs, review which LOUs may be obsolete.

11. **Grievances:**

- Align all grievance timelines to 15 and 45 days.
- New arbitration panel (11):
  - Richard Ahearn**
  - Katrina Boedecker**
  - Michael Cavanaugh

**Paul Grace**  
Martin Henner  
Alan Krebs  
Howell Lankford  
**Charlene McMillan**  
Tom Levak  
**Michael Marr**  
Timothy D.W. Williams

- In the event a member of the permanent arbitrator panel informs the parties they are retiring or no longer accepting cases for an extended period of time, the parties shall confer and mutually agree to a replacement panel member within 30 calendar days. If the parties fail to mutually agree to a permanent replacement within thirty (30) days, the moving party on grievances may opt to request and utilize a regional FMCS panel of arbitrators who have a primary office in Washington, Oregon, or Idaho.

12. **Grocery agreements: Add the following to LOU #13**

Starbucks Manager, Produce Manager, Fuel Manager, Asst. Deli Manager

Add the following language to MOU 13 Regarding the Matrix:

Once annually prior to the next scheduled wage increase, the Employers will provide the Union with a list of employees compensated under their matrix formulas and their corresponding wage rates and sales volume requirements or brackets.

13. **Meat Department Work— Albertsons-Safeway Only**

**Meat:** Any Safeway or Albertson's employee transferred into a Safeway or Albertson's will have their original Company hire date with either Safeway or Albertson's and their Union seniority date restored to what it was before they left Safeway or Albertsons, for all purposes under the contract. Transferred employees will not be required to serve another probationary period and will immediately begin to accrue both vacation and sick leave pay based on their original date of hire with Safeway or Albertsons and consistent with the terms and conditions of the labor agreement.

Workers from either banner may pick up shifts in accordance with seniority once all shifts have been offered to workers under the primary banner. All provisions of the contract will apply to shifts worked at another banner, including crediting hours worked at another banner for purposes of overtime, premiums, scheduling, and hours of work.

Furthermore, the parties agree to set up and meet in a Labor Management Committee (LMC) no later than 3 months after the date of ratification to discuss meat contract work jurisdiction, training and the possibility of creating a merged seniority.

14. **Grocery Seniority— Albertsons-Safeway Only**

**Grocery:** Any Safeway or Albertson's employee transferred into a Safeway or Albertson's will have their original Company hire date with either Safeway or Albertson's and their Union seniority date restored to what it was before they left Safeway or Albertsons, for all purposes under the contract. Transferred employees will not be required to serve another probationary period and will immediately begin to accrue both vacation and sick leave pay based on their original date of hire with Safeway or Albertsons and consistent with the terms and conditions of the labor agreement

15. **King County Meat Contract (all others as applicable) LOU #16 SAFEWAY SEAFOOD DEPARTMENT MANAGERS**

Butcher Block Supervisor– ABS Banner

Add the following: Once annually prior to the next scheduled wage increase, the Employers will provide the Union with a list of employees compensated under their matrix formulas and their corresponding wage rates and sales volume requirements or brackets.

16. **Longevity Pay:**

- To be paid from the remaining assets of the Sound Retiree Welfare Trust: Eligibility at 55+ by October 1, 2023/15+; Or anyone with over 35+ years experience regardless of age. \$1.56 mil/ \_\_\_\_\_ people = \$500/person (official amount determined by co-actuaries).

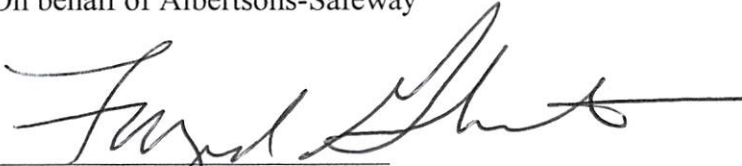
15. **Union Bargaining Committee:** For employees on the Union Bargaining Committee during these 2022 negotiations only and if the parties successfully reach a peaceful settlement of these negotiations, the Employers agree that for the purpose of calculating earned vacation under the contract, each of these employees will be credited for up to eight (8) hours per day of bargaining attended. It shall be the obligation of the union to provide the employer with the information to credit these hours immediately following of ratification of the settlement.

16. With this settlement, the parties agree that all disputes relating to bargaining and appreciation/hazard pay are withdrawn/fully resolved.

AGREED this 14<sup>th</sup> day of April, 2022.




Allied Employers, Inc.  
On behalf of Albertsons-Safeway

---

UFCW Local 3000

---

Teamsters Local 38



Grocery APC - Seattle Stores - Albs-Swy FRS 4-14-22

Transition Notes

	<b>Red Circle A JP Increases</b>		\$2.00	\$1.00	\$1.00	
	<b>APC JP Increases</b>		\$1.00	\$1.00	\$2.00	
	<b>Classifications</b>	<b>Current</b>	<b>5/8/2022*</b>	<b>5/7/23</b>	<b>5/5/24</b>	
All current App A SJP	Red Circled App A Sr. JP	\$22.40	\$24.40	\$25.40	\$26.40	
All current App A JP + last 2 steps A apprentice upon promo	Red Circled App A JP	\$22.15	\$24.15	\$25.15	\$26.15	
	All Purpose Clerk (APC) Sr JP	\$20.40	\$21.40	\$22.40	\$24.40	
	All Purpose Clerk (APC) Journeyperson	\$20.15	\$21.15	\$22.15	\$24.15	
Transition to APC 5/8/22	Old App B/C Journeyperson	\$18.10				
	Old Fuel Station Journeyperson	\$17.80				
	Old Safeway Internet Journeyperson	\$17.80				
	<b>Apprentice APC</b>	<b>Current</b>	<b>5/8/22</b>	<b>1/1/23^</b>	<b>1/1/24^</b>	<b>1/1/25^</b>
App A at this step = Red Circled upon promotion to JP	Next 520	18.07	19.27	19.96	20.68	21.43
App A at this step = Red Circled upon promotion to JP	Next 1040 hrs	17.97	19.02	19.71	20.43	21.18
	Next 1040 hrs	17.87	18.77	19.46	20.18	20.93
	Next 1040 hrs	17.77	18.52	19.21	19.93	20.68
	Next 1040 hrs	17.67	18.27	18.96	19.68	20.43
	Next 1040 hrs	17.57	18.02	18.71	19.43	20.18
	Next 1040 hrs	17.47	17.77	18.46	19.18	19.93
	1 <sup>st</sup> 1040 hrs	17.37	17.52	18.21	18.93	19.68
	<b>Helper Clerk</b>					
	<b>New Thereafter (1040 hrs after expiry)</b>	N/A	18.27	18.96	19.68	20.43
	Thereafter-Next 1040 hrs	17.57	18.02	18.71	19.43	20.18
	Next 1040 hrs	17.47	17.77	18.46	19.18	19.93
	1 <sup>st</sup> 520 hrs	17.37	17.52	18.21	18.93	19.68
	<b>Courtesy Clerk</b>					
	Thereafter	17.47	17.77	18.46	19.18	19.93
	1 <sup>st</sup> 1040 hrs	17.37	17.52	18.21	18.93	19.68
	<b>Minimum Wage</b>	\$17.27	\$17.27	\$17.96	\$18.68	\$19.43
	<b>^Estimate Increase (%)</b>			4%	4%	4%

\*Stores with Hazard Pay: Transition to APC on DOE, pay increase effective later of: DOE or Hazard Pay ends, no later than 8/28/22

Grocery APC - Non- Seattle Stores - Albs-Swy FRS 4-14-22

Transition Notes

	<b>Red Circle A JP Increases</b>		\$2.00	\$1.00	\$1.00	
	<b>APC JP Increases</b>		\$1.00	\$1.00	\$2.00	
	<b>Classifications</b>	<b>Current</b>	<b>5/8/2022*</b>	<b>5/7/23</b>	<b>5/5/24</b>	
All current App A SJP	Red Circled App A Sr. JP	\$22.40	\$24.40	\$25.40	\$26.40	
All current App A JP + last 2 steps A apprentice upon promo	Red Circled App A JP	\$22.15	\$24.15	\$25.15	\$26.15	
	All Purpose Clerk (APC) Sr JP	\$20.40	\$21.40	\$22.40	\$24.40	
	All Purpose Clerk (APC) Journeyperson	\$20.15	\$21.15	\$22.15	\$24.15	
Transition to APC 5/8/22	Old App B/C Journeyperson	\$18.10				
	Old Fuel Station Journeyperson	\$14.90				
	Old Safeway Internet Journeyperson	\$15.30				
	<b>Apprentice APC</b>	<b>Current</b>	<b>5/8/22</b>	<b>1/1/23^</b>	<b>1/1/24^</b>	<b>1/1/25^</b>
App A at this step = Red Circled upon promotion to JP	Next 520	15.29	16.49	17.07	17.67	18.30
App A at this step = Red Circled upon promotion to JP	Next 1040 hrs	15.19	16.24	16.82	17.42	18.05
	Next 1040 hrs	15.09	15.99	16.57	17.17	17.80
	Next 1040 hrs	14.99	15.74	16.32	16.92	17.55
	Next 1040 hrs	14.89	15.49	16.07	16.67	17.30
	Next 1040 hrs	14.79	15.24	15.82	16.42	17.05
	Next 1040 hrs	14.69	14.99	15.57	16.17	16.80
	1 <sup>st</sup> 1040 hrs	14.59	14.74	15.32	15.92	16.55
	<b>Helper Clerk</b>					
	<b>New Thereafter (1040 hrs after expiry)</b>	N/A	15.49	16.07	16.67	17.30
	Thereafter-Next 1040 hrs	14.79	15.24	15.82	16.42	17.05
	Next 1040 hrs	14.69	14.99	15.57	16.17	16.80
	1 <sup>st</sup> 520 hrs	14.59	14.74	15.32	15.92	16.55
	<b>Courtesy Clerk</b>					
	Thereafter	14.69	14.99	15.57	16.17	16.80
	1 <sup>st</sup> 1040 hrs	14.59	14.74	15.32	15.92	16.55
	<b>Minimum Wage</b>	\$14.49	\$14.49	\$15.07	\$15.67	\$16.30
	<b>^Estimate Increase (%)</b>			4%	4%	4%

\*Stores with Hazard Pay: Transition to APC on DOE, pay increase effective later of: DOE or Hazard Pay ends, no later than 8/28/22

**Fully Recommended Settlement  
Puget Sound Grocery, CCK, Meat, and General Merchandise Agreements**

**between**

**Fred Meyer and QFC  
and  
UFCW Local 3000 and Teamsters Local 38  
April 19, 2022**

The parties have reached an agreement that the Union and the Union bargaining committee are fully recommending for ratification. The proposed changes to the labor agreement are set forth below (any item not mentioned shall remain unchanged).

Note: Article/Section references are to the King & Snohomish Counties Grocery Agreement. The intent of this proposal is to apply the same changes to the other Puget Sound-area Agreements (unless otherwise noted) where the provisions exist in those Agreements. For later expiring contracts, effective dates will be adjusted for that contract as per past practice.

**Grocery, CCK & Meat Contracts:**

1. **Term:** 3 years (May 8, 2022 through May 3, 2025)
2. **Wages:**

Transition to All Purpose Clerk (APC).

Increase Red-Circled Appendix A Journeyperson wage rates as follows:

5/8/22:*	+\$2.00
5/7/23:	+\$1.00
5/5/24:	+\$1.00

Increase APC Journeyperson wage rates as follows:

Set initial rate at:	\$20.15
5/8/22:*	+\$1.00
5/7/23:	+\$1.00
5/5/24:	+\$2.00

\* For stores where Hazard pay is required:

- APC Clerk movement happens DOE for all jurisdictions
- First pay increase effective on the first day of the contract or the first Sunday after Hazard pay ends, whichever is later, but no later than August 28, 2022.

**All Purpose Clerk Concept:**

- See attached wage charts.

- Current Journeyperson A grocery clerks and employees on the final two App. A apprentice steps on DOE (upon promotion to JP) will be “Red-Circled” on App. A wage schedule and get negotiated increases.
  - For Fred Meyer CCK, current Journeyperson CCK clerks and employees on the final two apprentice steps on DOE (upon promotion to JP) would be similarly “Red-Circled” and get the Red-Circled wage increases in addition to additional increases due under the CCK settlement agreement.
- Current Appendix A apprentices who are not on the final two App. A apprentice steps, all Appendix B, C, Fuel, and Internet Shoppers employees shall move to APC scale.
  - Using current hours (or current placement), slot employees straight across (so JP B moves to JP APC, Step 4 Apprentice moves to Step 4 APC, etc.).
- All new hires in covered classifications, hired into APC.
  - Courtesy Clerks, Helper Clerks, and Meat Department employees will remain separate and not part of APC. [QFC Pharmacy “A” Techs will remain at App. A rates and Pharmacy “B” Techs will go to APC rates]
- Add SJP APC rate (\$0.25 over APC JP).
- All APC clerks must be union members (i.e., non-union departments will not be part of APC).
- CCK covered by Grocery contract on DOE, including APC. However, current CCK employees on Red-Circled track (JP and last 2 steps) will not be required to work outside normal CCK duties until they achieve wage parity with Grocery rate (2<sup>nd</sup> anniversary of contract expiration).
- No change to current exemptions, including what are currently CCK exemptions.
- APC Pension: The contribution to the VAP shall be 2.8% of salary.
- The parties will cooperate in good-faith to clean-up current contract provisions to comport with the new APC concept/agreement.
- Helper Clerks:
  - Add one more 1040 hour step to Helper Clerk scale for hours worked after ratification
  - All Helper Clerks move to post-2004 scale
  - Helper Clerks who are promoted to APC Clerk will move over at their current rate and shall progress from there.

- **Revise apprentice wage escalator/ across the board language as follows:**

In no event shall any wage classification be less than **twenty-five cents (25¢)** ~~ten cents (10¢)~~ per hour above the then current Washington State minimum wage. Each rate will be at least **twenty-five cents (25¢)** ~~ten cents (10¢)~~ per hour higher than the previous rate in the progression schedule **not to exceed the Journeyman rate.**

~~Seattle Minimum Wage: For the term of this contract only, effective January 1, 2020, the parties agree to apply the twenty five cents (25¢) \$0.10 over minimum wage and twenty five cents (25¢) \$0.10 escalator (not to exceed the Journeyman rate) to the Seattle minimum wage in the manner discussed during bargaining. Notwithstanding this agreement, both parties reserve their positions on the proper application of the escalator language.~~

All wage increases shall be “across the board” except for: (a) employees being paid an over scale rate due to an increase in the Washington State minimum wage; (b) employees who have transferred into another classification and have had their wage rate frozen at an above scale level; and (c) any Safeway Floral or GMHBC Managers, **Produce Manager, Starbucks Manager, Assistant Deli Manager [in Meat: Seafood Managers and Butcher Block Supervisor]** (see Letter of Understanding #13).

**Bargaining Note: For the initial transition to APC, the “across the board” language shall not apply.**

### 3. **Health & Welfare:**

The contribution rate of \$4.86 remains in effect through March 2023 hours.

Starting March 2023, every six months through March 2025, the consultants will project Plan expenses and income and report these amounts to the Trustees. Based on those projections, the Trustees will set the contribution rate (with a minimum rate of \$4.86 and up to a maximum rate of \$5.25) that is anticipated to result in an excess reserve (above the required reserves) of \$52 million by April 30, 2025. Adjustments will only be made in the employer contribution rate if the consultants determine \$0.05/hour or more is needed to hit the target reserve.

In March 2025, the consultants will determine the actual current hourly cost of the plan based on (1) the most recent 12 months of incurred plan expenses adjusted to reflect trend to the 12-month period ending April 30, 2025, (2) the most recent 12 months of employee contributions, (3) the most recent 12 months of hours, and (4) expected investment income. The contribution rate will be set based on this hourly cost analysis and shall become effective with April 2025 hours, provided that the hourly rate shall not exceed \$5.25 and not be less than \$4.86. (The \$0.05 per hour threshold in the previous paragraph does not apply to this final rate setting).

4 items listed below are to “update” existing benefits to reasonable levels; total cost is less than 1 cent/hour

- Podiatry – increase cap to \$80 per visit for the PPO (currently \$20/visit)
- Chiropractic – increase cap to \$60 per visit for the PPO (currently \$30/visit)
- Vision – implement VSP option 1 changes
  1. increase frame allowance by \$20
  2. increase contact lenses allowance by \$40
  3. \$35 copay for anti-reflective coating
  4. Cover full standard progressives
- Dental PPO – waive deductible for preventive services (currently \$10/30 individual/family)

4. **Pension:**

- Kroger will continue to contribute 2.8% of salary to the Sound VAP.
- Grocery-interim employers who are currently at hourly rate in VAP, move to % of salary at 2.8%.

5. **Bus Passes:**

- Employers are willing to go with the union to local authorities to try to get discounted bus pass rates for employees (no employer subsidy).

6. **Vacation (Grocery Only):**

- Change to: Maintain same general number of weeks of vacation as current in each contract. For example, in King County Grocery:

1 week after 1 year  
 2 weeks after 2 years  
 3 weeks after 5 years  
 4 weeks after 12 years

**Any employee who works 2496 or more hours in a year shall receive an additional 2 days of vacation the following year.**

Calculate a “week of vacation” as follows:

The number of hours paid for a “week” of vacation shall be calculated by taking the average weekly hours worked\* over the prior 12 months (up to a maximum of 40 hours per week). Vacation hours shall be paid at the employee’s regular straight time rate at the time the vacation hours are paid. (Clarification: No change to minimum annual hours required for vacation)

\*current Section 8.5 would remain in the agreement

7. **Safety:**

- At stores with specific challenges, the Employers will work with the Union to identify and utilize community partners/programs to help address issues around the store that impact employee and customer safety. This will be on a case-by-case basis depending on the unique issues surrounding a specific store.
- Employers agree to pre-schedule Master Safety Committee meetings for each coming year. Master Safety Committee dates for 2022 will be: June 16, Sept 22, Dec 8. Future dates for 2023 to be determined at December 8 meeting.
- Master Safety Committee to review current safety training and procedures and to collaborate on recommendations for changes/additions going forward.
  - Master Safety Committee to explore walk-throughs of emergency exits, evacuation routes, etc. in a manner that does not disrupt customers/the business operation. Logistics and details will be agreed to by December 1, 2022.

8. **Scheduling (Grocery only):**

**Scheduling LOU Clarifications:**

**Clarification #1:**

- In bullet (2), Bakery, Coffee, E-Commerce/Click-List, and Produce, the manager/lead and the assistant manager/assistant lead will be scheduled prior to the pick process. **Fred Meyer may elect to have a second assistant manager in the Produce Department that is scheduled prior to the pick process provided that such position must be paid a premium of no less than \$1.00 per hour.** Employees in the aforementioned positions shall be designated solely at the discretion of the employer, and this discretion includes whether there shall be any employee in the classification as well as the duties and responsibilities of the role.

**For QFC, the Produce department will not utilize Select-a-Sched for scheduling, but will pay the second assistant manager \$1.00 per hour premium. In covered departments that are subject to Select-a-Sched that have five (5) or fewer total employees, the employer may schedule the department manager and assistant manager prior to the pick process for a combined total of seven shifts (7) per week. For covered departments with greater than five (5) employees, the employer may schedule the department manager and assistant manager prior to the pick process for all of their shifts.**

**Labor Management Committee:** The parties agree to set up and meet in a Labor Management Committee (LMC) no later than 3 months after the date of ratification to discuss Select a Schedule and scheduling, and the union concerns around short shifts and workers being scheduled outside the select a schedule process for work done in a department covered by select a schedule.

This clarification shall also apply to the deli and GM departments in Seattle stores for QFC (no change to current practice). **Move to LMC**

Excludes  
Front end.  
AK 76

9. **We-Train:**

- Willing to add \$0.01 per hour contribution to all CBAs, effective on the same timing as set forth in the parties Hazard Pay/WeTrain Agreement (later expiring contracts will begin the contribution no earlier than effective on hours the first of the month following expiration).

10. Renew all LOUs, review which LOUs may be obsolete.

11. **Grievances:**

- Align all grievance timelines to 15 and 45 days.
- New arbitration panel (11):
  - Richard Ahearn**
  - Katrina Boedecker**
  - Michael Cavanaugh
  - Paul Grace**
  - Martin Henner
  - Alan Krebs
  - Howell Lankford
  - Charlene McMillan**
  - Tom Levak
  - Michael Marr**
  - Timothy D.W. Williams
- In the event a member of the permanent arbitrator panel informs the parties they are retiring or no longer accepting cases for an extended period of time, the parties shall confer and mutually agree to a replacement panel member within 30 calendar days. If the parties fail to mutually agree to a permanent replacement within thirty (30) days, the moving party on grievances may opt to request and utilize a regional FMCS panel of arbitrators who have a primary office in Washington, Oregon, or Idaho.

12. **Meat Department Work:**

Furthermore, the parties agree to set up and meet in a Labor Management Committee (LMC) no later than 3 months after the date of ratification to discuss meat contract work jurisdiction, and training.

13. **Longevity Pay:**

- To be paid from the remaining assets of the Sound Retiree Welfare Trust: Eligibility at 55+ by October 1, 2023/15+; Or anyone with over 35+ years



experience regardless of age. \$1.56 mil/\_\_\_\_\_ people = \$500/person (official amount determined by co-actuaries).

14. **Union Bargaining Committee:** For employees on the Union Bargaining Committee during these 2022 negotiations only and if the parties successfully reach a peaceful settlement of these negotiations, the Employers agree that for the purpose of calculating earned vacation under the contract, each of these employees will be credited for up to eight (8) hours per day of bargaining attended. It shall be the obligation of the union to provide the employer with the information to credit these hours immediately following of ratification of the settlement.

15. With this settlement, the parties agree that all disputes relating to bargaining and appreciation/hazard pay, including grievances relating to QFC human resources work, are withdrawn/fully resolved.

16. **General Merchandise Contracts:** Fred Meyer and QFC agree to apply the following terms to their separate GM/Non-food labor agreements:

Term: 3 year term (August 7, 2022 through August 3, 2025)

Wages:

Increase Journeyman wage rates as follows:

8/7/22:*	+\$2.00
8/6/23:	+\$1.00
8/4/24:	+\$1.75

\*For stores where Hazard pay is required:

- First pay increase effective on the first day of the contract or the first Sunday after Hazard pay ends, whichever is later, but no later than August 28, 2022.

Fred Meyer Receivers Wages:

- Raise GM JP Receivers rate to equal Grocery JP rates by end of the term as follows:
  - Current GM JP Receivers are red-circled and will move to Seattle Grocery A red-circled rate by end of contract with 3 equal additional increases.
  - New non-Red-Circled GM Receiver rate will move to APC JP rate by end of contract with 3 equal additional increases.
- GM Receivers will have same performance standards as Grocery Receiving and Company may interchange receiving duties

Fred Meyer Pharmacy Techs Wages:

- Pharmacy Assistant A: \$2, \$1, \$1.75
- Non-certified Pharmacy Techs (currently at GM clerk rate): Move to a rate equal to APC rate

Fred Meyer Auditor Wages:

- Apply CCK wages to this work

Job Transfer Rights:

- For two years following the date of ratification of this agreement any worker covered under the GM contract who applies for an open Grocery position will be given first consideration for such positions over outside hires provided they are in good standing and have the skills and ability to perform the duties of the new job.

Additionally, they shall be given credit for all hours worked when moving to the grocery position and shall be placed at the step on the APC scale commensurate with their experience.

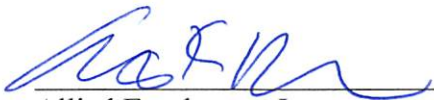
Bellingham South Fred Meyer to SHWT

- Effective Upon Expiration without lapse in coverage

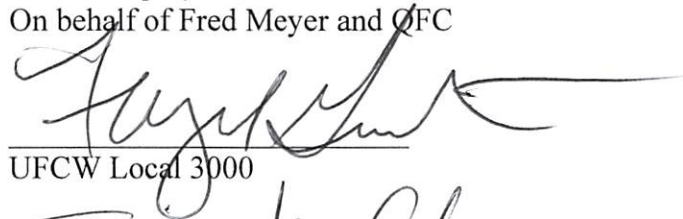
The following items from the Grocery agreement above shall also apply to GM (where applicable):

- Health & Welfare
- Pension
- Safety
- WeTrain
- Grievances/Arbitrators

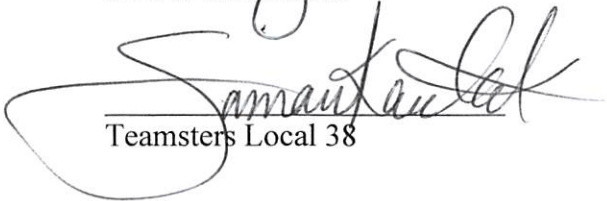
AGREED this 19<sup>th</sup> day of April, 2022.



Allied Employers, Inc.  
On behalf of Fred Meyer and QFC



UFCW Local 3000



Teamsters Local 38