

Agreement by and between

UFCW 3000

and

Fred Meyer

(Richland, WA)

Grocery and Meat

Effective: 10-7-2022 - 10-11-2025

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

A G R E E M E N T

**By and Between
Fred Meyer**

and

**UNITED FOOD AND COMMERCIAL WORKERS UNION,
LOCAL #3000**

**Grocery/Non-Food/Meat
(Richland)**

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

1.01 The Employer hereby recognizes during the terms of this Agreement, United Food and Commercial Workers Union Local No. 3000 as the sole and exclusive collective bargaining agency for the unit consisting of all employees whose classifications of employment are set forth herein, at the retail establishment located at 101 Wellsian Way, Richland WA within the jurisdiction of Local No. 3000, with respect to rates of pay, hours, and other conditions of employment.

ARTICLE 2 - UNION SECURITY

2.01 It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement shall, on the thirtieth (30th) 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 thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union. Good standing shall be defined as the tendering of the uniformly required periodic dues and initiation fees.

2.02 For the purpose of this Article, the execution date of this Agreement shall be considered as its effective date.

2.03 The Employer agrees that the Manager or Assistant Manager in each store shall, upon request, make available to the Union a list of the names, hours worked, and hourly rates of pay of all employees of the bargaining unit.

2.04 Upon the failure of any employee to comply with any provisions of Article 2, paragraph 2.01 of this Agreement, the Union may then notify the Employer in writing of such failure. The Employer will not be asked by the Union to discharge any employee for noncompliance with the provisions of paragraph 2.01 until seven (7) days after the Union has furnished the Employer with notice in writing, which contains the following:

2.04.1 A statement that the Union has strictly complied with the procedural steps pursuant to the International Constitution and Bylaws in making its demand.

2.04.2 A statement that demand for termination is made for no reason other than the employee's failure to pay the dues and initiation fees uniformly required by the Union for membership in the Union pursuant to the Union Security clause.

2.04.3 The Union agrees to hold the Employer harmless for discharges made pursuant to this Article.

2.05 It is agreed the Employer shall send to the Union office a postcard indicating the name, hire date, address, Social Security number, classification, store, and location for all new employees, not later than thirty-one (31) days from the date of employment. These prepaid postcards shall be furnished by the Union.

2.06 Active Ballot Club: During the term of this Agreement, the Employer shall deduct a sum specified from the pay of each member of the Union who voluntarily executes a political action contribution wage assignment authorization form (UFCW Active Ballot Club). When filed with the Employer, the authorization form will be honored in accordance with its terms. The amount deducted and a roster of all employees using payroll deduction for voluntary political action contributions will be promptly transmitted to the Union by separate check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. 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 or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee. The parties recognize that the Union is obligated under the Federal Election Campaign Act (FECA) to reimburse the Hospital for its reasonable cost of administering the political action fund deduction provided for in this Agreement. The Employer and Union agree that one-quarter percent (.25%) of all amounts collected for this fund is a reasonable amount to cover Employer costs of administering this semimonthly deduction. Accordingly, the parties agree that the Employer will retain one quarter percent (.25%) of all amounts deducted for the voluntary political action fund to reimburse the employer for its reasonable costs of administering the deductions.

ARTICLE 3 - EXEMPTIONS

3.01 Fred Meyer and the Union agree to exempt the following positions on a voluntary or attrition basis: Fred Meyer - one (1) Service Deli Manager, one (1) Bakery Manger, one (1) CCK Manager and two (2) Assistant CCK Managers, one (1) Grocery Manager and two (2) Assistant Grocery Managers, one (1) Apparel Manager and two (2) Assistant Apparel Managers, one (1) Home Manger and two (2) Assistant Home Managers, one (1) Garden Center Manager, one (1) HABA Manager, one (1) E-Commerce/Clicklist Manager, one (1) NCR Manager and one (1) Produce Manager (Produce exemption sunsets with ratification of Kennewick CBA if it covers the produce department manager). Additionally, the company shall be allowed one management trainee per every 100 bargaining unit employees, the company shall notify the union when a management training is assigned to work at a location.

ARTICLE 4 - DISCHARGE

(Grocery and Non-Food)

4.01 The Employer shall be the judge as to the competency and qualifications of his employees, provided, however, that no employee shall be discharged without just cause or discriminated against for any lawful Union activity, or for performing service on a Union committee outside of business hours, or for reporting to the Union the violation of any provisions of this Agreement. It is agreed that upon request, the representative of the Union will be given the reason for discharge in writing. A committee of not less than two (2) representatives from the Employer and two (2) representatives from the Union, Local No. 3000, shall review any cases of discharge in the event either party desires such a review. The Employer has sixty (60) days after date of hire or rehire to evaluate an employee for continuous employment. Within the sixty (60) day period, the Employer may terminate the employee without recourse from the Union.

(Meat)

4.02 No employee shall be dismissed without good and sufficient cause.

4.03 The Employer reserves the right to discharge any person in his employ if his work is not satisfactory. After an employee has been continuously employed for a period of six (6) months, the Employer shall give the employee one (1) written warning, with a copy to the Union, prior to discharge, except in cases of discharge for drunkenness or proven dishonesty or other just cause.

ARTICLE 5 – HOURS

(Grocery and Non-Food)

5.01 All work performed in excess of forty (40) hours per week, five (5) days per week, eight (8) hours in one day, shall be paid for at time and one-half (1-1/2) the employee's straight-time hourly rate of pay.

5.02 Part-time employees working six (6) days per week shall receive time and one-half (1-1/2) for hours worked on the shortest day of employment.

5.03 Employees working over five (5) consecutive hours shall be entitled to a lunch period of not less than one-half (1/2) hour nor more than one (1) hour. Lunch periods shall be posted and followed as nearly as practical. Such lunch period shall be scheduled not earlier than two (2) hours, nor later than five (5) hours after the commencement of an employee's work shift.

5.04 No employee shall be required to take time off in lieu of overtime pay.

5.05 There shall be a definite starting time from day to day for each employee and regular pay days.

5.06 Weekly work schedules for employees shall be posted by the Employer no later than 6:00 p.m., Thursday before the start of the work week, and any alteration in such work schedule changing the employees' days off must be made not later than Saturday noon. It is understood that the established work schedule may be changed as required by unexpected developments, such as illness of employees, accidents, reduction in business, etc. The Employer will attempt to advise the affected employee of any schedule changes which occur after noon Saturday. Schedule changes which reduce an employee's hours after an employee has reported to duty as scheduled will be made only in cases of emergency. The work schedule (made out in ink) will include the name of the employee, starting time and ending time, and days off.

5.07 No employee shall be required to work a split shift.

5.08 No employee, other than helper clerks and courtesy clerks, shall be required to work less than four (4) continuous hours in any one day on which ordered to report to work, if they report on time and are available for such hours. Helper clerks and courtesy clerks shall provide a two (2) hour minimum call-in.

5.09 Rest Period: Employees shall be allowed a rest period of not less than ten minutes, on the Employer's time, for each four 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 hours without a rest period.

5.10 There will 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, which may include termination. Likewise, the Employer shall not encourage, intimidate, or coerce an employee to perform "off-the-clock" work.

5.11 Weekly Guarantee. Part-time employees who have completed their probationary period shall be scheduled for at least twenty (20) hours work in each week, sixteen (16) hours for Helper Clerks and Senior Courtesy Clerks (no guarantee for Courtesy Clerks). Time off with pay (vacation, sick, etc.) shall be counted towards this weekly minimum. The aforementioned weekly guarantee shall not apply if one (1) or more of the following conditions exist:

- (1) A week in which the employee restricts his/her availability during the week.
- (2) Work is not available due to acts of God.

5.11 Notwithstanding anything contained in this Article to the contrary, the parties, may, by mutual agreement, establish a work week of four (4) ten (10) hour days at the straight-time hourly rate of pay.

5.12 There shall be an interval of not less than ten (10) hours between regular shifts for all employees. Except under unusual circumstances, an employee who is not allowed one (1) ten (10) hour interval between regular shifts shall be paid at the rate of time and one-half (1-1/2) for time worked prior to the expiration of the ten (10) hour interval.

(Meat)

5.14 Eight (8) hours of work exclusive of lunch period (such lunch period may be of either one-half (1/2) hour or one (1) hour, provided the lunch period shall not be taken earlier than three (3) hours nor later than five (5) hours after the commencement of the employee's work shift) shall constitute a normal day's work, and five (5) days (forty (40) hours) shall constitute a normal week's work. All hours over eight (8) per day and forty (40) per week shall be paid for at time and one-half (1-1/2) the regular rate.

5.15 Sunday Premium:

Meat Cutters & Meat Wrappers. For employees hired prior to June 21, 2011, all work performed on Sundays shall be paid for at time and one-third (1/3) the regular straight time rate. For employees hired on or after June 21, 2011, all work performed on Sundays shall be paid for at one dollar (\$1.00) over the regular straight time rate.

Service Counter. For employees hired prior to June 21, 2011, all work performed on Sundays shall be paid for at time and one-half (1/2) the regular straight time rate. For employees hired on or after June 21, 2011, all work performed on Sundays shall be paid for at one dollar (\$1.00) over the regular straight time rate.

5.16 There shall be no discrimination against any employee who refuses to work after 7:00 p.m.

5.17 Regular and extra employees shall be offered not less than four (4) continuous hours' work, or equivalent compensation, in any day ordered to report for work, compensation to begin at the time ordered to report for duty. If an employee chooses to work less than four (4) hours, the actual number of hours worked will be paid. No split shifts shall be allowed. No time off in lieu of overtime worked shall be allowed.

5.18 In order to give employees as much notice as possible in planning their weekly schedule of work, the Employer agrees to post a work schedule for all regular full-time and all regular part-time employees not later than 5:00 p.m. Thursday of the preceding work week, and except in cases of emergency, no changes shall be made in said schedule without twenty-four (24) hours' notice to the employee or by mutual agreement between the Employer and the employee. A reduction of hours within the scheduled work week shall not be considered as a layoff. It is understood and agreed that the work schedule may not be used to guarantee any specified number of hours of work to any employee except as provided for in paragraph 4 of this Article. Seniority shall be considered along with merit and ability and the efficient operation of the business when planning the weekly schedule of straight-time hours to be worked. 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.

5.19 It is intended that 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 practices shall be subject to discipline, which may include termination.

5.20 All employees shall be entitled to a rest period of ten (10) minutes for each continuous work period of four (4) hours in a daily shift. Any employee who works eight (8) hours in any shift shall receive two ten (10) minute rest periods, one prior to the lunch period and one after the lunch period. Such rest periods shall be as nearly as practicable in the middle of each work period. If an employee is scheduled to work two (2) hours beyond the end of his regular straight-time shift, he shall be given an additional rest period of ten (10) minutes at the end of his regular straight-time shift. In those instances where rest periods in excess of ten (10) minutes have been past practice, it is agreed that the rest period shall not be reduced, provided that under no circumstances shall the rest period exceed fifteen (15) minutes.

5.21 There shall be no compounding or pyramiding of overtime pay and/or any premium pay under this Agreement.

ARTICLE 6 - WAGE SCALES, CLASSIFICATIONS AND MINIMUM RATES OF PAY

(Grocery and Non-Food)

6.01 The scale of wages and classifications of employment are in Appendices D, E, and F, together with the premium rate schedule, which are hereby made a part of this Agreement.

(Meat)

6.02 Classifications, minimum rates of pay, and wage increases and adjustments are set forth in Appendix A, B, C and are made a part hereof.

6.03 Wrapper employees, as covered by this Agreement, shall not be permitted to cut, bone, or grind fresh meat; however, the Wrapper may cut a steak or roast, which has already been processed by a Meat Cutter, to size in order to serve a customer; modify any prepared cut to suit a customer; use the slicing machine or cube steak machine to serve customers.

6.04 For the purpose of computing months of experience under this paragraph, one hundred seventy-three (173) hours in the retail-wholesale meat industry shall be counted as one (1) month's experience, provided that no employee shall be credited for more than one hundred seventy-three (173) hours of experience in any one calendar month.

6.05 Extra employees shall be paid upon completion of their work, or the Employer shall promptly make payment of wages due by mailing same to the employee's residence.

6.06 All steady employees shall be paid weekly or bi-weekly. If the Employer institutes a change, he shall give the employees thirty (30) days' notice.

6.07 Wage rates for superannuated employees who may be employed by the Employer shall be determined by the representative of the Union and the Employer.

6.08 Within thirty (30) days after an Employer party to this Agreement introduces new methods of operation into the bargaining unit that require the establishment of a new job classification, the

Employer shall notify the Union in writing of the new classification, including a description of work being performed and the wage rate assigned. Any question as to the adequacy of the wage rate established for the new job classification shall be presented in writing by the Union within ten (10) calendar days following the Employer's written notice to the Union, and shall be subject to negotiation and, if not agreed upon, shall be subject to the grievance procedure as set forth in Article 17 of this Agreement. If through the procedure as set forth in Article 17, it is determined that the wage rate assigned by the Employer should be adjusted, such adjustment shall be retroactive to the date of the Employer's written notice to the Union.

ARTICLE 7 – EXPERIENCE (GROCERY/NON-FOODS) APPRENTICES (MEAT)

(Grocery and Non-Food)

7.01 Previous provable comparable experience of new or rehired employees in the Retail Grocery Industry shall be considered, provided such past experience is claimed by the employee on his/her employment application, setting forth the past experience being claimed. Such past experience shall be considered in the following manner:

7.01.1 Apprentice: If less than two years has elapsed since last employed in comparable experience, full credit is given; if more than two years, no credit shall be given.

7.01.2 Journeyman: If less than two years has elapsed, employee shall be considered a Journeyman; if two to three years has elapsed, an employee shall be considered a Senior Apprentice; if three to four years has elapsed, the employee shall be considered a Junior Apprentice for a period of three months, then given Senior Apprentice rate for five months, then given Journeyman rate.

7.01.3 If more than four years has elapsed, no credit shall be given.

7.02 The burden of providing the proof of previous comparable experience rests solely with the employee. Should the employee fail to produce proof of previous experience which would cause a change in the wage rate assigned by the Employer within thirty (30) days of employment, then any adjustment to be made in the employee's wage rate need only be made prospectively from the date such proof is finally provided.

7.03 The parties recognize and agree that the provisions of this Agreement require actual work on the job for appropriate experience. Accordingly, provision is made in this Agreement for advancement through apprentice classifications on the basis of actual hours worked for the Employer.

7.04 For the purpose of this Agreement, one hundred seventy-three and one-third (173-1/3) hours of employment in the Retail Grocery Industry will be counted as one (1) month's experience.

(Meat)

7.04 No Apprentices shall be allowed unless there is a Journeyperson member employed, and in that instance, one (1) Apprentice may be employed and one (1) for each additional three (3) Journeypersons employed.

7.05 Shops whose owners work therein the major part of the day and employing one (1) Journeyperson shall be entitled to one (1) Apprentice.

7.06 For the purpose of classifying new employees who have worked at the trade in other localities, and in order to protect the Employer as well as the Union from inferior help, the Union agrees to create an Examining Board to classify employees making application for membership. The Board shall be composed of at least two (2) Employers and two (2) members of the Union.

7.07 Apprenticeship standards shall be as provided in the Yakima Area Meat Cutters Joint Apprenticeship Council, as approved by the Joint Apprenticeship Council and the Washington State Apprenticeship Council. Said standards are to be consistent with this Agreement.

7.08 Wrappers desirous of promotion to apprentice meat cutter status shall make their desires known to the Employer in writing, and such employees shall be given equal consideration for such vacancy. A wrapper commencing the apprenticeship program shall have a ninety (90) day trial period. Said trial period shall not jeopardize the employee's former classification or seniority. There shall be no reduction in pay to any wrapper as a result of entering the apprenticeship program, i.e., the wrapper rate of pay shall apply until such time as the apprentice rate exceeds the wrapper rate, at which time the apprentice rate shall apply.

ARTICLE 8 - LEAVE OF ABSENCE

(Grocery and Non-Food)

8.01 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 for more than fifteen (15) days; (b) pregnancy; (c) serious illness, injury, or death in the employee's immediate family, which leave will not exceed thirty (30) days; (d) leaves due to occupational injuries shall be granted for periods up to twelve (12) months unless a longer period is agreed upon between the Employer and the Union.

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

8.03 An employee who wants a leave of absence shall submit to his Employer in writing at his request for such leave, stating: (a) Reason, (b) date leave is to begin, and (c) expected date of return. If approved, the Employer shall confirm such requested leave in writing to the employee.

8.04 Any leave of absence with the exception of 8.01(c) and 8.01(d) above may run to a maximum of six (6) months.

8.05 Employees who fail to return at the end of a leave of absence or any agreed-upon extension of a leave of absence shall be considered terminated.

8.06 The employee must be able to resume his regular duties upon returning to work from an approved leave of absence. A doctor's certificate verifying that the employee is able to resume his normal duties may be required before the employee is returned to the work schedule. The employee shall then be returned to the job previously held or to a job comparable in rate of pay, not later than the second weekly schedule made up after the Employer and the Union have received notice in writing of the employee's availability, except when the employee returns prior to the end of a granted leave of absence, and in that event, the employee shall be returned as soon as the Employer can reasonably make arrangements to do so.

8.07 In the event any employee covered by this Agreement shall be called or conscripted for the Army, Navy, Marine Corps, or other branch of the United States Military Service, he shall retain, consistent with his physical and mental abilities, all seniority rights hereunder for the period of this Agreement or any renewal or extension thereof, provided application for reemployment is made within ninety (90) days after being honorably discharged from such military service, current law to govern at time of application.

8.08 The parties agree to comply with the Family and Medical Leave Act of 1993.

8.09 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.

(Meat)

8.10 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:

8.10.1 Illness or non-occupational injury which requires absence from work.

8.10.2 Pregnancy; and

8.10.3 Serious illness or injury in the employee's immediate family; length of such leave shall not exceed thirty (30) days.

8.11 Leave for personal reasons may be granted at the discretion of the Employer to regular employees regardless of length of service.

8.12 Any request for a leave of absence under the terms of this Article shall be in writing and contain the following information: (1) Reason for such request; (2) date leave is to begin; and (3) date of planned return to work.

8.13 Any leave of absence with the exception of paragraph 8.10, subsection 8.1.3 and paragraph 8.14, may run to a maximum of six (6) months.

8.14 Leave due to occupational injuries shall be granted for a period of up to twelve (12) months.

8.15 The employee must be qualified to resume his/her regular duties upon return to work from an approved leave of absence. A doctor's certificate verifying that the employee is able to resume his/her normal duties must be furnished if requested by the Employer. The employee shall then return to the job previously held or to a job comparable with regard to rate of pay and job qualifications, on the first weekly schedule prepared after the Employer has received notice in writing of the employee's availability.

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

8.17 The parties agree to comply with the Family and Medical Leave Act of 1993.

8.18 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.

ARTICLE 9 – HOLIDAYS

(Grocery and Non-Food)

9.01 The following days shall be considered as holidays for non-probationary employees. Employees hired on or after June 21, 2011, must be on the Employer's payroll for six [6] months and meet the other requirements of this Article in order to qualify for any holiday pay/premium benefits):

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)

9.02 Employees with one (1) year of continuous service with the Employer shall receive their Birthday as a paid holiday. By mutual agreement between the Employer and employee, the employee may receive payment in lieu of such holiday in accordance with Article 9, paragraphs 9.03 and 9.03.1. Employees shall give the Employer a thirty (30) day notice prior to their birthday. The birthday shall be observed within thirty (30) days of the employee's birthday on a mutually agreeable day. In the event the employee's birthday falls on the same day as any of the holidays as specified in paragraph 9.01 of this Article, the employee's birthday will be celebrated on another day in accordance with the procedure set forth in the previous sentence.

9.03 Employees who average twelve (12) hours or more per week and 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 paragraphs 9.01 and 9.02 of this Article, not worked, on the following basis:

<u>Hours Normally Worked Per Week</u>	<u>Hours of Holiday Pay</u>
12 - 24 hours	4 hours pay
24 - 32 hours	6 hours pay
32 or more hours	8 hours pay

9.03.1 The requirement to work sometime during the holiday week shall be waived when the involuntary absence is due to a bona fide illness or injury, provided that the employee has worked within the seven (7) calendar days preceding the holiday and within the seven (7) calendar days following the holiday.

9.04 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 forty-four (44) hours per week. In the case of the employee's birthday, the week in which the birthday is observed shall be considered as the holiday week.

9.05 No employee shall be required to work on Thanksgiving or Christmas. If there are insufficient volunteers to properly operate the store, then employees will be scheduled via inverse seniority. No employee shall be required to work past 7:00 p.m. on Christmas Eve.

9.06 Employees hired prior to June 21, 2011, who qualify for holiday pay as specified in paragraph 9.03 of this Article 9 shall be paid time and one-half (1-1/2) in addition to such holiday pay for work performed on holidays named in paragraph 9.01 of this Article. Employees who do not qualify for holidays pursuant to paragraph 9.03 of this Article 9, shall receive time and one-half (1-1/2) for work performed on such holiday, provided this shall not apply to the employee's birthday.

For employees hired on or after June 21, 2011:

*No premium for first six (6) months (birthday wait remains twelve [12] months).

*Next 2080 hours, premium for working on holiday shall be \$1.25 per hour.

*Thereafter, premium for working on holiday shall be time and one-half (1½).

(Meat)

9.07 The following days shall be considered as holidays:

New Year's Day
 Memorial Day (last Monday in May)
 Independence Day
 Labor Day (first Monday in September)
 Thanksgiving Day
 Christmas Day

Where the date of any holiday falls on Sunday, the following Monday shall be observed, except Christmas and New Year's, which shall be observed on the actual day.

9.08 Employees with one (1) year of continuous service with the Employer shall receive their birthday as a paid holiday. By mutual agreement between the Employer and employee, the employee may receive payment in lieu of such holiday in accordance with paragraph 9.11 of this Article. Employees shall give the Employer a thirty (30) day notice prior to their birthday. The birthday shall be observed within thirty (30) days of the employee's birthday on a mutually agreeable day. In the event the employee's birthday falls on the same day as any of the other holidays specified in paragraph 9.07, the employee's birthday will be celebrated on another day in accordance with the procedure set forth in the previous sentence.

9.09 Employees with one (1) year of continuous service with the Employer shall receive their anniversary date as a paid holiday. The anniversary holiday shall be observed on a mutually agreeable day or by mutual agreement between the Employer and employee. The employee may receive payment in lieu of such holiday in accordance with paragraph 9.11 of this Article.

9.10 Employees shall be entitled to a personal day as a paid holiday after one (1) year of continuous service with the Employer. The personal day shall be taken within the following twelve (12) months on a date mutually agreeable between the employee and the Employer.

9.11 After five (5) months of employment, employees hired prior to June 21, 2011, provided they work not less than twelve (12) hours 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 not worked on the following basis: Employees who average twelve (12) hours or more per week shall be paid for the holiday on the basis of one-fifth (1/5th) of the employee's average hours worked per week in the four (4) weeks immediately preceding the holiday week, to a maximum of eight (8) hours. Employees hired on or after June 21, 2011, must be on the Employer's payroll for six (6) months and meet the other requirements of this Article in order to qualify for any holiday pay/premium benefits.

9.12 Employees hired prior to June 21, 2011, who qualify for holiday pay as specified in paragraph 9.11 shall be paid time and one-half (1-1/2) in addition to such holiday pay for work performed on holidays named in paragraph 9.07. Employees who do not qualify for holidays pursuant to paragraph 9.11, shall receive time and one-half (1-1/2) for work performed on such holidays, provided this shall not apply to the employee's birthday or anniversary holidays.

For employees hired on or after June 21, 2011:

*No premium for first six (6) months (birthday wait remains twelve [12] months).

*Next 2080 hours, premium for working on holiday shall be \$1.25 per hour.

*Thereafter, premium for working on holiday shall be time and one-half (1½).

9.13 It is understood and agreed that holidays shall not be considered as days worked for the purpose of computing weekly overtime; provided, however, in the case of employees who are regularly scheduled six (6) days, totaling forty-four (44) hours or more per week, the holidays referred to in paragraphs 9.07, 9.08, 9.09, and 9.10 above shall be considered as days worked for the purpose of computing weekly overtime.

ARTICLE 10 - VACATIONS

(Grocery and Non-Food)

10.01 Employees who have worked for the same Employer one (1) year (after the first year of continuous work) 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 1199	20
1200 to 1599	24
1600 to 2039	32
2040 to 2287	40
2288 to 2495	44
2496 or more	48

10.02 Employees who have worked for the same Employer two (2) years [three (3) for employees hired after June 21, 2011] and each subsequent anniversary date of their work to the eighth (8th) anniversary date of their work (after the second [third for employees hired after June 21, 2011] and each subsequent year to the eighth year of continuous work), 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 1199	40
1200 to 1599	48
1600 to 2039	64
2040 to 2287	80
2288 to 2495	88
2496 or more	96

10.02.1 Employees who average twenty (20) hours or more per week, who terminate or are terminated (discharge for dishonesty excepted) after the first or any subsequent anniversary date of their work up to the eighth (8th) anniversary date of their employment and prior to their next anniversary date of work, shall be entitled to vacation pay at their straight-time hourly rate based upon the number of hours worked since the last anniversary date of their work at the rate of eight (8) hours' vacation pay for each full two hundred (200) hours worked.

10.03 Employees who have worked for the same Employer eight (8) years and each subsequent anniversary date of their work to the fourteenth (14th) [fifteenth (15th) for employees hired after June 21, 2011] anniversary date of their work, 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 1199	60
1200 to 1599	72
1600 to 2039	96
2040 to 2287	120
2288 to 2495	132
2496 or more	144

10.03.1 Employees who average twenty (20) hours or more per week, who terminate or are terminated (discharge for dishonesty excepted) after the eighth (8th) or any subsequent anniversary date of their work up to their fourteenth (14th) [fifteenth (15th) for employees hired after June 21, 2011] year of work, shall be entitled to vacation pay at their straight-time hourly rate, based upon the number of hours worked since the last anniversary date of their work, at the rate of twelve (12) hours' vacation pay for each full two hundred (200) hours worked.

10.04 Employees who have worked for the same Employer fourteen (14) years [fifteen (15) for employees hired after June 21, 2011] and each subsequent anniversary date of their work (after the fourteenth (14th) [fifteenth (15th) for employees hired after June 21, 2011] and each year subsequent of continuous work) 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 1199	80
1200 to 1599	96
1600 to 2039	128
2040 to 2287	160
2288 to 2495	176
2496 or more	192

10.04.1 Employees who average twenty (20) hours or more per week, who terminate or are terminated (discharge for dishonesty excepted) after the fourteenth (14th) [fifteenth for employees hired after June 21 2011] or any subsequent anniversary date of their work and prior to their next anniversary date of work, shall be entitled to vacation pay at their straight-time hourly rate at the rate of sixteen (16) hours' vacation pay for each full two hundred (200) hours worked.

10.05 Vacation may not be waived by employees nor may extra pay be received for work during that period, provided, however, that by prior mutual agreement between the Employer, employee, and Union this provision may be waived.

10.06 Employees whose vacations are scheduled during a holiday week shall receive holiday pay provided for under the terms of Article 9 of this Agreement in addition to vacation pay, or shall be given an additional day off at the option of the Employer.

10.07 It is hereby understood and agreed that in computing "hours of paid vacation" for employees who regularly appear on the payroll for thirty-two (32) or more hours per week, the terms of paragraphs 10.01, 10.02, 10.03, and 10.04 of this Article 10 shall be applied so that

working time lost up to a maximum of one hundred twenty (120) hours due to temporary layoff, verified cases of sickness or accident, or other absence from work approved by the Employer (in addition to vacation and holiday time off earned and taken by the employee) shall be counted as time worked.

10.08 Employees shall be paid earned vacation pay pro-rated to the time of sale or transfer of the selling Employer.

10.09 Employees in a store or section shall be given preference in the choice of vacation dates based upon seniority.

10.10 Earned vacation pay shall be paid to the employee prior to the start of his vacation, provided the employee requests the pay fourteen (14) days prior to his vacation.

10.11 Employees entitled to two (2) or more weeks of vacation may take two (2) weeks of vacation consecutively.

10.12 Vacations shall not be accrued from year to year and all earned vacation must be taken within the anniversary year of the employee.

(Meat)

10.13 Employees who have worked for the same Employer for one (1) continuous year shall be entitled to a vacation with pay at their straight-time hourly rate based upon all compensable hours 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 to 2288	40
2288 to 2496	44
2496 or more	48

10.14 Employees who have worked for the same Employer for three (3) continuous years (after the third and each subsequent year to the seventh year of continuous work) shall be entitled to a vacation with pay at their straight-time hourly rate based upon all compensable hours in the preceding twelve (12) months as follows:

<u>Hours Worked</u>	<u>Hours of Paid Vacation</u>
1000 to 1200	40
1200 to 1600	48
1600 to 2000	64
2000 to 2288	80
2288 to 2496	88
2496 or more	96

10.15 Employees who have worked for the same Employer for seven (7) [eight (8) for employees hired after June 21, 2011] continuous years (after the seventh [eighth (8th) for employees hired after June 21, 2011] and each subsequent year to the fifteenth year of continuous work) shall be entitled to vacation with pay at their straight-time hourly rate based upon all compensable hours 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 to 2288	120
2288 to 2496	132
2496 or more	144

10.16 Employees who have worked for the same Employer for fifteen (15) continuous years (after the fifteenth and each subsequent year of continuous work) shall be entitled to vacation with pay at their straight-time hourly rate based upon all compensable hours 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 to 2288	160
2288 to 2496	176
2496 or more	192

10.17 Employees who terminate or are terminated (discharge for dishonesty excepted) after an anniversary date of their employment and prior to their next anniversary date of employment, shall be entitled to vacation pay at their straight-time hourly rate based upon all compensable hours since the last anniversary date of employment, at the following rates for each two hundred (200) hours worked:

After the 1st and 2nd year worked	-	4 hours of vacation pay.
After the 3rd to the 7th year worked	-	8 hours of vacation pay.
After the 7th to the 15th year worked	-	12 hours of vacation pay.
After the 15th year worked	-	16 hours of vacation pay.

10.18 Vacation may not be waived by employees nor may extra pay be received for work during that period, provided, however, that by prior mutual agreement between Employer, employee, and the Union, this provision may be waived.

10.19 Employees whose vacations are scheduled during a holiday week shall receive holiday pay provided for under the terms of Section 9.11 of this Agreement, in addition to vacation pay.

10.20 It is hereby understood and agreed that in computing "hours of paid vacation" for employees who regularly appear on the payroll for thirty-two (32) hours or more per week, the terms of Sections 10.13, 10.14, 10.15, and 10.16 shall be applied so that working time lost up to a maximum of one hundred twenty (120) hours due to temporary layoff, verified cases of sickness or accident, or other absence from work approved by the Employer (in addition to vacation and holiday time off earned and taken by the employee) shall be counted as time worked.

10.21 Employees shall be paid earned vacation pay pro-rated to the time of sale or transfer by the selling Employer.

10.22 In the scheduling of vacation, seniority shall be considered with the understanding that in the case of employees entitled to three (3) or four (4) weeks of vacation, two (2) weeks may be scheduled consecutively, considering seniority, and the remaining earned vacation time by mutual agreement between the Employer and the employee. It is understood and agreed that for the purpose of this section, seniority shall be considered on a store-to-store basis.

10.23 Employers shall have the option of paying vacation either on the anniversary date or at the time taken. Vacation hours for continuing employees shall be considered hours worked for the purpose of establishing eligibility under the UFCW Welfare Trust and the Sound Retirement Trust. As such, vacation hours and the corresponding contributions due shall be reported and paid to those Trusts during the month in which the employee takes vacation time off from work.

ARTICLE 11 - JURY DUTY SERVICE AND WITNESS SERVICE

(Grocery and Non-Food)

11.01 After their first year of employment, employees who are regularly employed twenty (20) hours or more per week who are called for service on a Superior Court, Federal District Court, or District Court jury, shall be excused from work for the days on which they serve and shall be paid the difference between the total amount received for such service and the amount of straight-time earnings lost by reason of such service, up to a limit of eight (8) hours per day and forty (40) hours per week, with a total limit of twenty (20) working days. Nothing in this section shall have the intent of limiting the amount of time an employee may serve.

11.01.1 An employee called for jury duty who is temporarily excused from attendance at court, must report for work if sufficient time remains after such excuse to permit him to report to his place of work and work at least one-half (1/2) of his normal work day.

11.01.2 In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of jury pay received.

11.01.3 Employees called for jury duty or a judicial proceeding on behalf of their Employer and who have been so engaged for eight (8) hours that day and who are scheduled to commence work at or after 6:00 p.m. on such day, shall not be required to report to work that day.

11.02 Employees required to appear in court or in legal proceedings on behalf of their Employer shall receive compensation at their regular straight-time hourly rate of pay for the time spent in making such appearance, less any witness fees received.

(Meat)

11.03 After the first year of employment, employees who are regularly employed twenty-four (24) hours or more per week, who are called for service on a Superior Court or Federal district Court jury, shall be excused from work for the days on which they serve, and shall be paid the difference between the total amount received for such service and the amount of straight-time earnings lost by reason of such service, up to a limit of eight (8) hours per day and forty (40) hours per week, with the total limit of ten working days. Nothing in this Article shall have the intent of limiting the amount of time an employee may serve.

11.03.1 An employee called for jury duty who is temporarily excused from attendance at court must report for work if sufficient time remains after such excuse to pen-nit him to report to his place of work and work at least one-half (1/2) day of his normal workday.

11.03.2 In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of jury pay received.

11.04 Employees required to appear in court or in a legal proceeding on behalf of their Employer shall receive compensation at their regular straight-time hourly rate of pay for the time spent in making such appearance, less any witness fees received. If such appearance is during unscheduled hours, such compensation shall not be considered as time worked under the provisions of this Labor Agreement.

ARTICLE 12 - INDUSTRIAL INSURANCE

12.01 The Employer agrees to place all members of the bargaining unit under the provision of the Industrial Insurance Act of the State of Washington, or to provide equivalent coverage through a private carrier selected by the Employer. If equivalent coverage is elected, the Employer agrees to furnish evidence of such coverage upon request of the Union.

ARTICLE 13 - SAVINGS CLAUSE

(Grocery and Non-Food)

13.01 Any provision of this Agreement which may be adjudged by a court of last resort to be in conflict with any Federal or State law, shall become inoperative to the extent and duration of such conflict. Since it is not the intent of either party hereto to violate any such laws, it is agreed that

in the event of a conflict between any provision of this Agreement and such Federal or State law, the remainder of this Agreement shall remain in full force and effect. The Employer and the Union agree that substitute provisions shall be written within thirty (30) days to replace those provisions coming into conflict with the laws herein described.

(Meat)

13.02 If any Article or paragraph of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of the Agreement shall continue in full force and effect. The Article or paragraph held invalid shall, upon a sixty (60) day written notice by either party, be renegotiated for the purpose of an adequate replacement

ARTICLE 14 - WAGE STATEMENTS

14.01 The Employer agrees to furnish each employee for every pay period, a statement setting forth information relative to hourly rates of pay, hours worked, etc., in accordance with the record-keeping requirements as established in the State of Washington Minimum Wage Act.

ARTICLE 15 - SENIORITY AND AVAILABILITY OF HOURS

(Grocery and Non-Food)

15.01 Employees will attain seniority after ninety (90) days of continuous service with one Employer. Upon completion of this period, seniority shall date back to the date of hire. Seniority shall be applicable on an individual store basis and shall apply in the reduction of the number of employees performing comparable work, and the last employee hired shall be the first employee laid off, provided qualifications and ability are equal. Conversely, the last employee laid off shall be the first employee recalled. Seniority shall be defined as length of continuous employment with the same individual Employer. If two or more employees have the same date of hire, the one with the most accumulated hours shall be deemed the senior employee. Nothing herein shall be construed to require pay for the time not actually worked.

15.02 An employee's seniority shall be broken by (1) voluntary quit; (2) discharge; (3) layoff in excess of 90 days; (4) absence caused by illness or non-occupational accident of more than sixty (60) consecutive days unless mutually extended as provided in Article 22; (5) absence caused by an occupational accident of more than twelve (12) consecutive months, unless a longer time is agreed upon between the Employer and the Union; (6) failure to report for work immediately following an authorized leave of absence, or failure to report for work if recalled from layoff. Seniority will not be broken by any employee on an approved leave of absence, however, seniority shall not accumulate while on such leave granted by the Employer.

15.03 An employee's seniority shall not be broken if the Employer transfers the employee to a different store of the same Employer covered by this Agreement.

15.04 In the event an Employer terminates the operation of one of its stores in the bargaining unit, the Employer shall transfer such affected employees in accordance with the terms of paragraph 15.03.

15.05 The Employer may arrange weekly work schedules to accommodate the needs of the business, and senior employees performing comparable work shall be offered the most weekly hours up to a maximum of forty (40) hours per week, provided qualifications and ability are equal, the senior employee is available to perform the work, and the employee has notified management in writing of his or her desire for additional hours of work. Regular employees shall not have their hours arbitrarily reduced for the sole purpose of increasing the work hours of part-time employees. Nothing herein shall be construed as a guarantee of daily or weekly hours of work or to require pay for time not actually worked. It shall be the obligation of the Employer to promptly investigate alleged abuses upon representation, and to rectify such abuses when justified within the meaning of this section.

(Meat)

15.06 Seniority shall prevail in layoffs for all employees after five hundred twenty (520) hours of service. When seniority rights are obtained, they shall be dated back to the first day of their last employment with the Company. In the event of layoff, the last employee hired shall be the first laid off, and the last employee laid off shall be the first rehired; provided that qualifications are equal, that the employee is available and reports for work within twenty-four (24) hours following receipt of notification to report for work, and that seniority shall be broken in the event of layoff in excess of ninety (90) calendar days. Employees hired for extra work shall not acquire seniority. There shall be established three (3) separate seniority groups: (1) Meat cutters, (2) Wrappers and (3) Service Counter.

15.06.1 Journeypersons promoted to Head Meat cutter shall not lose their seniority status.

15.06.2 For the purpose of the above paragraph in this Article, seniority shall prevail on a company-wide basis or a company-district basis within the jurisdiction of this Agreement.

15.06.3 The Employers party to this Agreement agree to mail the Union an up-to-date seniority list not more than once each six (6) months if requested by the Union.

15.07 In order for the Employer to have ample time in which to properly evaluate the performance of an employee, it is hereby agreed that the Employer has ninety (90) calendar days after the initial date of employment in which to evaluate that employee for continued employment. Within said ninety (90) day period, the Employer may terminate the employee without recourse from the Union.

ARTICLE 16 - STORE CARDS

16.01 The Union agrees, in consideration of the 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 issue to each store represented by the Employer a Union Store Card, the property of the United Food and Commercial Workers International Union, AFL-CIO, said card to be displayed in a prominent place in the store. Said card shall only be removed if the Employer fails to comply with the final decision of an arbitrator reached in accordance with the provisions of this Agreement.

ARTICLE 17 – GRIEVANCES

(Grocery and Non-Food)

17.01 All matters pertaining to the proper application and interpretation of any and all of the provisions of this Agreement shall be adjusted by the accredited representative of the Employer and the accredited representative of the Union. In the event of the failure of these parties to reach a satisfactory adjustment within seven (7) days from the date a grievance is filed in writing by either party upon the other, the matter shall be referred for final adjustment to a labor relations committee made up of equal representative(s) from the Employer and Union. In the event the labor relations committee fails to reach an agreement, to move the matter to arbitration, the moving party must file a demand in writing with the non-moving party. Upon such written demand for arbitration, the parties shall attempt to agree on an arbitrator. If the parties cannot reach an agreement on an arbitrator, the parties shall strike from the following list of arbitrators:

1. Michael E. Cavanaugh
2. Joseph W. Duffy
3. Martin Henner
4. Alan Krebs
5. Howell Lankford
6. Ron Miller
7. William E. Riker
8. Shelly Shapiro
9. Kathryn T. Whalen
10. Jane R. Wilkinson
11. Timothy D. W. Williams

The use of this permanent panel shall be on a trial basis. At any time, either party may opt to instead use the former method of using a panel of 11 arbitrators from FMCS (the party opting out of the permanent panel shall pay for the FMCS panel) and such panel must be of arbitrators who have their primary residence in the Northwest (WA, OR, ID).

17.02 The arbitrator shall issue a decision within thirty (30) days after the close of the arbitration hearing and such decision shall be final and binding on both parties. Any expense incurred jointly through arbitration shall be borne equally by the parties hereto.

17.03 There shall be no strike, lockout or other economic action unless the other party is refusing to comply with the final decision of an arbitrator reached in accordance with the provisions of this Agreement.

17.04 It is distinctly understood and agreed that the Arbitrator is not vested with the power to change, alter, or modify this Agreement in any of its parts. The arbitrator shall not decide on any subject, the condition of which is not specifically provided in this Agreement

17.05 In order to be recognized, all claims of violation must be made in writing thirty (30) days from the payday such violation occurs. Said claims to be limited to the amount involved in the thirty (30) days, except in those cases where reports of violations have been suppressed through coercion by the Employer. Any grievance or complaint regarding an alleged unjust discharge must be brought to the attention of the Employer in writing within fifteen (15) days after the discharge occurs or the right to protest shall be deemed waived by the Union and the employee.

17.06 It is understood that any of the foregoing time limits may be waived by mutual agreement.

(Meat)

17.07 All matters pertaining to the proper application and interpretation of any and all of the provisions of this Agreement shall be adjusted by the accredited representative of the Employer and the accredited representative of the Union. In the event of the failure of these parties to reach a satisfactory adjustment within seven (7) days from the date a grievance is filed in writing by either party upon the other, the matter shall be referred for final adjustment to a labor relations committee made up of equal representative(s) from the Employer and Union. In the event the labor relations committee fails to reach an agreement, to move the matter to arbitration, the moving party must file a demand in writing with the non-moving party. Upon such written demand for arbitration, the parties shall attempt to agree on an arbitrator. If the parties cannot reach an agreement on an arbitrator, the parties shall strike from the following list of arbitrators:

1. Michael E. Cavanaugh
2. Joseph W. Duffy
3. Martin Henner
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The use of this permanent panel shall be on a trial basis. At any time, either party may opt to instead use the former method of using a panel of 11 arbitrators from FMCS (the party opting out of the permanent panel shall pay for the FMCS panel) and such panel must be of arbitrators who have their primary residence in the Northwest (WA, OR, ID).

17.08 The arbitrator shall issue a decision within thirty (30) days after the close of the arbitration hearing and such decision shall be final and binding on both parties. Any expense incurred jointly through arbitration shall be borne equally by the parties hereto.

17.09 During the process of making adjustments under the rule and procedure set forth in paragraph 9.1, no strike or lockout shall occur.

17.10 No grievance or claim of violation of this Agreement shall be recognized unless presented in writing within thirty (30) days from the date of the occurrence causing the complaint or grievance, except in cases of discharge, which must be presented within fifteen (15) days; otherwise such right of protest shall be deemed to have been waived. In the event the claim is one for additional wages, such claim shall be limited to additional wages, if any, accruing within the thirty (30) day period immediately preceding the date upon which the Employer received notice in writing of the claim.

ARTICLE 18 - GENERAL CONDITIONS

(Grocery and Non-Food)

18.01 After making their presence known to the manager or, in his/her absence, the person in charge, representatives of the Union shall have the right to contact employees during store hours so long as calls shall not interfere with the proper service to customers.

18.02 Aprons, uniforms, or any special wearing apparel, required by the Employer, not suited for regular street wear, shall be furnished and laundered by the Employer. Drip-dry apparel furnished by the Employer shall be laundered by the employee. The Employer agrees to provide protective rain jackets for employees at the store.

18.03 No employee shall suffer any loss of 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.

18.04 The Employer shall not permit demonstrators or employees of a supplier to perform regular work of store clerks. Demonstrators assigned to a store by a supplier shall confine themselves to the particular items being demonstrated and wear clothing or carry some badge identifying them with the product or firm for which the demonstration is made.

18.05 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 shall be unimpaired.

18.06 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.

18.07 The parties agree to comply with all applicable laws and regulations prohibiting discrimination.

18.08 During the life of this Agreement or any extension thereof, neither party shall be obligated to bargain collectively with respect to any matter unless specifically required to do so by the express terms of this Agreement.

18.09 Time spent in attendance at store meetings called by the Employer before the start or after the ending of the employee's regular shift, shall be compensated for at the employee's regular hourly rate of pay. Sections 5.08 and 5.09 of this Agreement do not apply to store meetings.

18.10 Drug Testing: The Employer may require the employee to submit to a legally recognized drug or alcohol test at the Employer's expense, if the Employer has reasonable grounds to believe the employee is under the influence of alcohol or drugs. Reasonable grounds will not be required for drug or alcohol testing when an employee is involved in an industrial accident which involved injury or damage. Time spent in such testing shall be on Company time; however, any employee refusing to submit to a drug or alcohol test shall be taken off the clock effective with the time of the Employer's request. An employee who refuses to take a drug or alcohol test upon request shall be subject to termination.

18.11 U-Scan: If the addition of a second U-Scan unit in any store has a material impact on any of the bargaining unit employees, the parties will agree to bargain over the effects of the installation of the second U-Scan unit in that store. A "unit" is defined as a bank with one to four self-scanners.

18.12 The Employer agrees to allow the posting of Union meeting notices in the store at a location designated by the Employer. The notice will state the date, time, and place of the Union meeting.

(Meat)

8.13 The Employer shall bear the expense of furnishing gowns and laundering them and sharpening of tools for all employees coming under this Agreement.

18.14 The Employer agrees to display the Union Shop Card of the United Food and Commercial Workers International Union, which is the property of the Union and cannot be sold and can be withdrawn if the Employer fails to comply with the final decision of an arbitrator reached in accordance with the terms of this Agreement.

18.15 Proprietors of one-man markets must be members in good standing in order to display the Union Shop Card. In case of partnership, all partners except one must be members of the Union and in good standing. No market card shall be displayed where non-union employees are employed.

18.16 The business representative of the Union shall be allowed access to the shops to investigate the standing of all employees and their working conditions to see that this Agreement is in full force and effect, provided that no interview of employees be held during rush hours.

18.17 The jurisdiction of Local 3000 covers the cutting, handling, pricing, and sale of all meats, fish, poultry, and rabbits in the area covered by this Agreement, in either service or self-service markets.

18.17.1 Outside salesmen shall not be allowed to price or display products in the store except in the case of demonstrations or where there is mutual agreement between the Union and Employer.

ARTICLE 19 HEALTH & WELFARE DENTAL PRESCRIPTION VISION

19.01 The Employer agrees to provide the same level of coverage and make the same contributions as provided in the Spokane Retail Grocery Agreement. Any modifications in coverage or contribution rates shall be effective on the same dates such modification becomes effective under the Spokane Agreement.

19.02 The above-listed contributions are due and payable on or before the twentieth (20th) day of each month for the preceding month, and contributions will be delinquent if not paid by the twenty-fifth (25th) day, which delinquency will be a violation of this Agreement.

19.02.1 Notwithstanding the provisions of paragraph 19.02, the Board of Trustees of the United Food and Commercial Workers Welfare Trust shall establish and enforce, as an alternate method of contribution, a method for reporting contributions on an accounting period basis rather than a calendar month basis. In such a case, the eighty (80) hour provision shall be appropriately adjusted as directed by the Trustees. 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. In the event this alternate system deprives the employee of benefits that would otherwise have been covered on a calendar basis, the Employer is obligated to make the remittance for such employee to the Trust Fund.

19.03 Each Employer and the Union agree to be bound by the terms of the provisions of that certain revised and restated Trust Agreement effective January 1, 1989, dated August 28, 1987 (date of initial execution, April 1, 1963), creating the United Food and Commercial Workers Welfare Trust, and agree to be bound by said Trust Agreement and all amendments thereto, heretofore or hereafter adopted. Each Employer further agrees to accept as his representatives the Employer Trustees serving on the Board of Trustees of said Trust and their lawful successors.

19.04 "Hours worked" for the purpose of establishing the "eighty (80) hours or more" eligibility for continuing employees, shall include all vacation and holiday hours earned and taken.

19.05 For employees who terminate employment, eligibility for coverage shall terminate on the last day of the month of employment termination.

19.06 See the Letter of Understanding (attached) regarding Employer contribution methodology to comply with ACA. As discussed and agreed in negotiations, it is the intent of this Letter of Understanding that the total Health & Welfare contributions required from the Employer shall not be increased or decreased as a result of the implementation of this contribution methodology.

ARTICLE 20 - RETIREMENT PROGRAM

20.01 The Employer agrees to maintain the current 401K and IRA company plan and match until the effective date of the Sound Variable Annuity Pension Trust (“Sound VAP”) on January 1, 2025.

20.02 The Employer and the Union agree to be bound by the terms and provisions of the Trust Agreement creating the Sound Variable Annuity Pension Trust (“Sound VAP”) effective February 1, 2021, and as subsequently amended and by all policies and other conditions of participation and eligibility, which may be established from time to time by the Trust's Plan Document, Summary Plan Description, and other pertinent rules, regulations, and Trustee actions. Further, each Employer accepts as his representatives, for the purpose of such Trust Fund, the Employer Trustees who will be appointed by Allied Employers, Inc., to serve on the Board of Trustees of the Sound VAP and their duly appointed successors. Each Employer and the Union also agree to be bound by the terms of the parties’ Health & Welfare and Pension Agreement and as subsequently amended.

20.03 During the term of this Agreement, the Employer shall pay into the Sound Variable Annuity Pension Trust on account of each employee the amounts as specified in this Article.

20.04 The total amount due for each calendar month shall be remitted in a lump sum not later than twenty (20) days after the last business day of such month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the determination of contributions due, the prompt and orderly collection of such amounts, and the accurate reporting and recording of such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for within time specified shall be a breach of this Agreement. The Board of Trustees of the Sound VAP shall have the authority to establish and enforce a method for reporting contributions on an accounting period basis, rather than a calendar month basis, provided that in no event shall the Employer's total obligation be different than what it would have been on a calendar month basis.

20.05 Effective as of January 1, 2025 the Employer will contribute for each eligible employee to the Sound VAP Trust (2.8%) of gross wages per month, which shall be defined as W-2 gross wages for federal income tax purposes plus pre-tax elective deferrals under sections 401(k), 125, health and welfare plan contributions and amounts contributed for 132(f)(4) plans under the Internal Revenue Code of 1986, for each eligible active participant to the VAP. Contributions will be made on behalf of current active employees and future newly hired employees.

20.06 The benefit accrual under the VAP will be periodically reviewed (but at least every three (3) years) to ensure that the plan is designed to maintain full funding of all benefit liabilities. Notwithstanding the above, for the term of this contract, all actuarial assumptions of the plan will be reviewed and adjusted as necessary on an annual basis for the term of this CBA.

20.07 The Employer agrees to promptly provide, on a periodic basis, such salary data and covered employee data for employees intended to be covered by the VAP to allow the actuaries for the parties developing the VAP to determine the benefit accrual rate from the VAP that can be

funded with such contributions determined above and in the future as the VAP operates to allow administration of the VAP.

ARTICLE 21 – BEREVMENT LEAVE

(Grocery and Non-Food)

21.01 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 due to the death of a member of their immediate family, provided the employee attends the funeral. Bereavement leave will be paid only with respect to a workday on which the employee would otherwise have worked and shall not apply to an employee's scheduled days off, holidays, vacations or any other day on which the employee would not, in any event, have worked. Scheduled days off will not be changed to avoid payment of funeral leave. Bereavement leave shall be paid at the employee's regular straight-time hourly rate. Immediate family shall be defined as spouse, son, daughter, father, mother, brother, sister, mother-and father-in-law of present spouse, grandparents and grandchildren.

21.02 Employees of less than one (1) year of employment shall be allowed time off without pay to attend funerals for the immediate family as defined.

(Meat)

20.03 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 work with pay for loss of their normal scheduled hours of work due to the death of a member of his immediate family,. Immediate family shall be defined as spouse, son, daughter, mother, father, brother, sister, mother-in-law and father-in-law of present spouse, stepchildren, grandparents and grandchildren. 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 day off, holidays, vacation, or any other day in which the employee would not in any event have worked. Bereavement leave shall be paid for at the employee's regular straight-time hourly rate.

ARTICLE 22 - SICK LEAVE

(Grocery and Non-Food)

22.01 Employees during each twelve (12) months following their last date of employment (after the first and each succeeding year of continuous employment with their current Employer) shall be entitled as set forth below to paid sick leave at their current regular straight-time hourly rate for bona fide illness or injury off-the-job.

22.02 Sick leave pay shall be accrued by an employee depending upon the number of straight-time hours worked, including vacation and holiday hours, by the employee with his current Employer in each twelve (12) months as follows:

<u>Hours Worked</u>	<u>Hours of Sick Leave Pay</u>
1400 - 1680*	16
1680 to 2080	32
2080 or more	40

*Individual employee accruals will commence on the first anniversary date following January 1, 2000.

22.03 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 or has a medically determined disabling outpatient surgery on such first (1st) normally scheduled working day on such first normally scheduled working day, 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 of the employee's average hours up to eight (8) hours per day; and 2) not more than five (5) days net pay shall be required in any one workweek. Employees with a full sick leave bank (120 hours) who have not missed scheduled work during the last twelve calendar months shall be eligible for payment of sick leave the first scheduled working day of illness or injury off the job.

22.04 Sick leave pay shall be cumulative from year to year, but not to exceed a maximum of one hundred and twenty (120) hours. Sick leave pay must be earned by employment with one Employer.

22.05 A doctor's certificate or other authoritative verification of illness may be required by the Employer and, if so, must be presented by the employee prior to returning to work.

22.06 Any employee found to have abused sick leave benefits by falsification or misrepresentation shall thereupon be subject to disciplinary action, reduction or elimination of sick leave benefits (including accumulated sick leave) and shall further restore to the company amounts paid to such employee for the period of such absence, or may be discharged by the company for such falsification or misrepresentation.

22.07 Sick leave benefits shall apply only to bona fide cases of illness and injury off the job and shall not apply to on-the-job accidents which are covered elsewhere in this Agreement.

22.08 Regular part-time employees shall be entitled to use earned sick leave in proportion to average hours worked (pro rata).

22.09 Employees shall be permitted family leave in accordance with RCW 49.12 on the same terms and conditions (including eligibility requirements) as provided in Sections 22.1 through 22.8 above.

(Meat)

22.10 Employees, during each twelve (12) months following their last date of employment (after the first and each succeeding year of continuous employment with their current Employer), shall be entitled as set forth below to paid sick leave at their current regular straight-time hourly rate for bona fide illness or injury.

22.11 Sick leave hours shall be accrued by an employee depending upon the number of straight-time hours worked (including paid vacation and paid holiday hours) by the employee with his current Employer in each twelve (12) months as follows:

<u>Hours Worked</u>	<u>Hours of Sick Leave Pay</u>
1400 to 1662	16
1663 to 2064	32
2064 or more	40

22.12 Sick leave pay, to the extent it has been earned, shall begin on the third (3rd) working day of illness or injury, or the first (1st) day of hospital confinement or has a medically determined disabling outpatient surgery on such first (1st) normally scheduled working day, shall continue for each working day of illness or injury 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 contract rate for one (1) eight (8) hour day; and (2) not more than five (5) days' sick leave pay shall be required in any one (1) work week. Employees with a full sick leave bank (120 hours) who have not missed scheduled work during the last twelve calendar months shall be eligible for payment of sick leave the first scheduled working day of illness or injury off the job.

22.13 Sick leave pay shall be cumulative from year to year, but not to exceed a maximum of one hundred twenty (120) hours. Sick leave pay must be earned by employment with one Employer.

22.14 A doctor's certificate or other authoritative verification of illness may be required by the Employer, and, if so, must be presented by the employee not more than forty-eight (48) hours after return to work; provided, however, that if an employee has been off work due to a serious illness or injury, the Employer may require a doctor's release prior to returning the employee to work.

22.15 Any employee found to have abused sick leave benefits by falsification or misrepresentation, shall thereupon be subject to disciplinary action, reduction or elimination of sick leave benefits (including accumulated sick leave), and shall further restore to the company amounts paid to such employee for the period of such absence, or may be discharged by the Company for such falsification or misrepresentation.

22.16 Sick leave may be used to supplement workmen's compensation to the extent it has been accumulated; however, the total of sick leave pay, disability payment under any insurance plan, and workmen's compensation benefits paid to an employee in any calendar week will not exceed the average net earnings of that employee for the six (6) work weeks prior to his/her absence.

22.17 Sick leave pay shall not be paid on the employee's scheduled day off, holidays, vacation, or any other day on which the employee is drawing pay for time not worked.

22.18 Employees shall be permitted family leave in accordance with RCW 49.12 on the same terms and conditions (including eligibility requirements) as provided in Section 22.10 to 22.17 above.

ARTICLE 23 - WORKPLACE SAFETY

23.01 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.

23.02 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 3000, 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.

23.03 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.

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

23.05 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. 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. The Master Safety Committee meetings will be scheduled for each coming year, prior to the end of the year.

23.06 The Company shall establish yearly walk-through training for emergency situations including natural disasters and active shooters in a manner that does not disrupt customer or business operations.

Bargaining Notes: Upon the first Master Safety committee after ratification The Company will discuss at the Master Safety Committee the possibility of exploring local organizations for training and prevention.

ARTICLE 24 – NONDISCRIMINATION

24.01 Where the masculine or feminine gender has been used in any provision, it is used solely for the purpose of illustration and shall not in any way be used to designate the sex of the employee eligible for the position or the benefits or any other provision.

24.02 The parties agree to comply with all applicable laws and regulations prohibiting discrimination.

ARTICLE 25 - NO STRIKE AND LOCKOUT

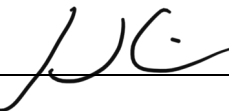
26.01 During the life of this Agreement there will be no strikes or other economic action by the Union nor lockouts by the Employer unless the other party is refusing to comply with a final decision of an arbitrator reached in accordance with the provisions of this Agreement. Sympathy strikers shall not be accorded any greater rights under law or Contract than the rights of a striking employee.

ARTICLE 26 - DURATION

27.01 This Agreement shall become effective October 7, 2022 and shall continue in effect through October 11, 2025 and from year to year thereafter unless either party shall give the other party sixty (60) days' notice in writing prior to any anniversary date of desire to terminate or amend the Agreement.

The Kroger Company
For and on behalf of those
firms listed below:


UNITED FOOD AND COMMERCIAL
WORKERS UNION LOCAL NO. 3000



Jerad Coine
Logistics Labor
Relations Manager

8/14/2023

Date



Faye Guenther
President UFCW 3000

8/3/2023

Date

Firms Party To This Agree
Fred Meyer Inc.

WORKING REGULATIONS

No receiving, marking, stocking, or display of merchandise shall be performed by supplier representatives, salesmen, or other non-employees of the Employer, except that the restrictions of this paragraph shall not apply to the following persons under the following circumstances.

- (a) Drivers or driver salesmen engaged in servicing the store with their own merchandise directly from their delivery vehicles; or to the servicing of bakery products by the supplier where the bakery products are those products produced in a bakery or bakery plant;
- (b) Product merchandisers who service the store, working merchandise which has previously been delivered to the store by a driver or driver salesman, where that merchandising could properly be performed under paragraph (a) by the driver or driver salesman himself;
- (c) Merchandise resets or revamps, and to the preparation required for store grand openings.

Demonstrators assigned to a store by a supplier shall confine themselves to the particular items being demonstrated and wear clothing or carry some badge identifying them with the product or firm for which the demonstration is made.

APPENDIX “A”

MEAT CUTTER CLASSIFICATIONS AND WAGE RATES

Classifications	10/7/2022	10/8/2023	10/6/2024	5/4/2025
Meat Manager	\$20.58	\$21.00	\$21.50	Spokane ATB
Journey person	\$20.08	\$20.58	\$21.08	Spokane ATB
	1/1/2022	1/1/2023	1/1/2024[^]	1/1/2025[^]
Next 1214 hrs	\$16.74	\$16.24		
Next 1040 hrs.	\$16.49	\$16.19		
Next 1040 hrs.	\$16.24	\$16.14		
Next 1040 hrs.	\$15.99	\$16.09		
Next 1040 hrs.	\$15.74	\$16.04		
Next 1040 hrs.	\$15.49	\$15.99		
Next 1040 hrs.	\$15.24	\$15.94		
Next 1040 hrs.	\$14.99	\$15.89		
1st 1040 hrs.	\$14.74	\$15.84		

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

All employees shall be paid a minimum of ten cents (\$0.10) above the then current minimum wage and five cents (\$0.05) wage escalators between each step with Journey at least ten cents (\$0.10) above the last step.

Any current premiums in place will remain in place and all employees will be red circled at those premiums rates.

At date of ratification, October 7, 2022, all non-probationary period employees will receive a seven hundred- and fifty-dollar (\$750) ratification bonus and employees will be placed on wage scale based on experience/hours or wage whichever is higher and progress from there.

APPENDIX “B”

MEAT WRAPPER CLASSIFICATIONS AND WAGE RATES

Classifications	10/7/2022	10/8/2023	10/6/2024	5/4/2025
Journey person	\$17.71	\$18.21	\$18.71	Spokane ATB
	1/1/2022	1/1/2023	1/1/2024[^]	1/1/2025[^]
Next 1214 hrs	\$16.74	\$16.24		
Next 1040 hrs.	\$16.49	\$16.19		
Next 1040 hrs.	\$16.24	\$16.14		
Next 1040 hrs.	\$15.99	\$16.09		
Next 1040 hrs.	\$15.74	\$16.04		
Next 1040 hrs.	\$15.49	\$15.99		
Next 1040 hrs.	\$15.24	\$15.94		
Next 1040 hrs.	\$14.99	\$15.89		
1st 1040 hrs.	\$14.74	\$15.84		

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

All employees shall be paid a minimum of ten cents (\$0.10) above the then current minimum wage and five cents (\$0.05) wage escalators between each step with Journey at least ten cents (\$0.10) above the last step.

Any current premiums in place will remain in place and all employees will be red circled at those premiums rates.

At date of ratification, October 7, 2022, all non-probationary period employees will receive a seven hundred- and fifty-dollar (\$750) ratification bonus and employees will be placed on wage scale based on experience/hours or wage whichever is higher and progress from there.

SERVICE COUNTER EMPLOYEE ADDENDUM AGREEMENT

This Addendum Agreement is entered into by and between Allied Employers, Inc., and United Food and Commercial Workers Union Local No. 3000. It is understood and agreed by the Employer and the Union that the provisions of the Tri-Cities Meat Agreement between Allied Employers, Inc., and the Union, will be fully applicable to Service Counter employees except as provided herein:

Service Counter employees will be considered a separate classification for all purposes, including seniority. Service Counter employees shall not be permitted to cut, bone, or grind fresh meat or perform any wrapping of meat product for preparation for sale in self-service cases. Service Counter employees may cut a steak or roast, which has already been processed by a meat cutter, to size in order to serve a customer, modify any prepared cut to suit a customer, or use the slicing or cube machines to serve a customer. Meat Wrappers and/or Meat Cutters shall continue to be assigned the duties of stocking prepackaged meat items in the Meat Department, however, when other Meat Department employees are not on duty, prepackaged meat items and those products that have been prepared by Meat Department employees that are in storage ready for sale may be placed in the meat case by Service Counter employees. Service Counter employees will be confined to the Service Counter, the holding cooler areas, and other areas necessary to perform the work required by the department.

Service Counter Classifications and Wage Rates – Appendix “C”

Classifications	10/7/2022	10/8/2023	10/6/2024	5/4/2025
Journey person	\$15.14	\$15.69	\$16.24	Spokane ATB
	1/1/2022	1/1/2023	1/1/2024^	1/1/2025^
Next 1214 hrs.	\$14.59	\$16.24		
Next 1040 hrs.	\$14.59	\$16.19		
Next 1040 hrs.	\$14.59	\$16.14		
Next 1040 hrs.	\$14.59	\$16.09		
Next 1040 hrs.	\$14.59	\$16.04		
Next 1040 hrs.	\$14.59	\$15.99		
Next 1040 hrs.	\$14.59	\$15.94		
Next 1040 hrs.	\$14.59	\$15.89		
1st 1040 hrs.	\$14.59	\$15.84		

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

All employees shall be paid a minimum of ten cents (\$0.10) above the then current minimum wage and five cents (\$0.05) wage escalators between each step with Journey at least ten cents (\$0.10) above the last step.

Any current premiums in place will remain in place and all employees will be red circled at those premiums rates.

At date of ratification, October 7, 2022, all non-probationary period employees will receive a seven hundred- and fifty-dollar (\$750) ratification bonus and employees will be placed on wage scale based on experience/hours or wage whichever is higher and progress from there.

Lead Service Counter: This shall be a separate classification at the option of the Employer. Seniority shall not apply to the selection of a Lead Service Counter employee.

Sunday Premium:

For Employees Hired Prior to June 21, 2011: \$2.00 per hour.

For Employees Hired On or After June 21, 2011: \$1.00 per hour.

Night Premium: 9:00 p.m. to 6:00 a.m. - twenty-five cents (25¢) per hour.

**APPENDIX “D”
GROCERY, PRODUCE & CCK
CLASSIFICATIONS AND WAGE RATES**

Classifications	10/7/2022	10/8/2023	10/6/2024	5/4/2025
Journeyperson	\$17.34	\$17.84	\$18.34	Spokane ATB
	1/1/2022	1/1/2023	1/1/2024^	1/1/2025^
Next 1214 hrs.	\$14.99	\$16.24		
Next 1040 hrs.	\$14.94	\$16.19		
Next 1040 hrs.	\$14.89	\$16.14		
Next 1040 hrs.	\$14.84	\$16.09		
Next 1040 hrs.	\$14.79	\$16.04		
Next 1040 hrs.	\$14.74	\$15.99		
Next 1040 hrs.	\$14.69	\$15.94		
Next 1040 hrs.	\$14.64	\$15.89		
1st 1040 hrs.	\$14.59	\$15.84		
Helper Clerk				
Thereafter	\$14.64	\$15.89		
1 st 1040 hrs.	\$14.59	\$15.84		
Courtesy Clerk				
Thereafter	\$14.64	\$15.89		
1 st 1040 hrs.	\$14.59	\$15.84		

(CCK)

Classifications	10/7/2022	2/5/2023	10/8/2023	10/6/2024	5/4/2025
Journeyperson	\$16.35	\$16.65	\$17.50	\$18.34	Spokane ATB
	1/1/2022	1/1/2023	1/1/2023	1/1/2024^	1/1/2025^
Next 1214 hrs.	\$14.99	\$16.24	\$16.24		
Next 1040 hrs.	\$14.94	\$16.19	\$16.19		
Next 1040 hrs.	\$14.89	\$16.14	\$16.14		
Next 1040 hrs.	\$14.84	\$16.09	\$16.09		
Next 1040 hrs.	\$14.79	\$16.04	\$16.04		
Next 1040 hrs.	\$14.74	\$15.99	\$15.99		
Next 1040 hrs.	\$14.69	\$15.94	\$15.94		
Next 1040 hrs.	\$14.64	\$15.89	\$15.89		
1st 1040 hrs.	\$14.59	\$15.84	\$15.84		

Helper Clerk					
Thereafter	\$14.64	\$15.89	\$15.89		
Next 1040 hrs.	\$14.59	\$15.84	\$15.84		
Courtesy Clerk					
Thereafter	\$14.64	\$15.89	\$15.89		
1 st 1040 hrs.	\$14.59	\$15.84	\$15.84		

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

All employees shall be paid a minimum of ten cents (\$0.10) above the then current minimum wage and five cents (\$0.05) wage escalators between each step with Journey at least ten cents (\$0.10) above the last step.

Any current premiums in place will remain in place and all employees will be red circled at those premiums rates.

At date of ratification, October 7, 2022, all non-probationary period employees will receive a seven hundred- and fifty-dollar (\$750) ratification bonus and employees will be placed on wage scale based on experience/hours or wage whichever is higher and progress from there.

There shall be a total of two lead clerks with a premium of thirty-five cents (35¢), and the produce lead clerk premium shall be thirty-five cents (35¢).

Hours of experience as an Apprentice are set forth in Article 7 of this Agreement. No employee shall be credited for more than one hundred seventy-three and one-third (173-1/3) hours of experience in any one calendar month. Progression wage increases in conformance with this Appendix shall be effective on the first Sunday following the completion of the hours specified above.

Employees employed in the Helper Clerk classification shall not be permitted nor required to work as checkers.

Total man-hours worked by Helper Clerks in an individual store shall not exceed fifteen percent (15%) of the total man-hours worked by employees in the bargaining unit. All hours exceeding the fifteen percent (15%) shall be paid at the First Step Apprentice rate.

At the Employer's discretion, Helper Clerks may be placed in the Apprentice Grocery Clerk classification. The first thirty (30) days in such classification shall be considered a training period. The Employer is not obligated to retain an employee who does not perform the work in a satisfactory manner during that training period, and may return the employee to his/her former classification and wage rate without recourse from the Union. However, if such employee does perform work in a satisfactory manner during such period of training, said employee shall receive credit for fifty percent (50%) of all hours worked as a Helper Clerk toward his/her progression as an Apprentice Clerk as outlined elsewhere in this Agreement. Said credit shall not exceed a maximum of 1040 hours.

Whenever there are openings in the First Step Apprentice classification only, Helper Clerks shall be promoted prior to the use of new hires. Nothing herein shall be construed as requiring the Employer to promote Helper Clerks to any position other than First Step Apprentice. Whenever there are openings in the Helper Clerk classification only, Courtesy Clerks shall be given first consideration for assignment to such openings. The Employer shall be the sole judge of which Helper Clerks or Courtesy Clerks are to be promoted. It shall not be required that such Helper Clerks or Courtesy Clerks be promoted by seniority. Nothing in this section or elsewhere in this Agreement shall be interpreted so as to entitle any employee to automatically progress from the Helper Clerk classification to the Apprentice Clerk classification. Sunday premium for Helper Clerk and Courtesy Clerk employees shall be seventy-five (75) cents per hour.

Courtesy Clerks shall be employees who may perform only the following duties:

- A. Bag or box the merchandise after it has been checked out and take it to the customer's vehicle.
- B. Perform cleaning assignments in and around the store.
- C. Return products or exchange products brought to the checkstand by customers.
- D. Collect and line up shopping carts and return them to the store from the parking lot.
- E. Stock supplies in the checkstands.
- F. Collect bottles, take them to the designated area, sort and perform the work incidental to such function.
- G. Change the reader board and window signs.
- H. Incidental assignments of duties other than those specified in A-G (and other than checking) are permissible so long as such assignment is not their primary work assignment and, in any event, shall not exceed twenty percent (20%) of the Courtesy Clerk's hours.

Premium Pay

1. Hours after 7:00 p.m. and before 10:00 p.m., Monday through Saturday: Twenty (20) cents per hour.
2. All work performed after 10:00 p.m. and before 6:00 a.m., Monday through Saturday: Thirty (30) cents per hour.
3. For employees hired prior to June 21, 2011, all work performed on Sundays (except Helper Clerks and Courtesy Clerks): Two dollars (\$2.00) per hour.

For employees hired on or after June 21, 2011, all work performed on Sundays (except Helper Clerks and Courtesy Clerks): One dollar (\$1.00) per hour.

Courtesy Clerks and Helper Clerks, all work performed on Sundays: Seventy-five cents (\$0.75) per hour.

4. Thirty-five cents (35¢) per hour additional shall be paid to one produce clerk per store designated by management as responsible for the administrative functions of the produce department.
5. Thirty-five cents (35¢) per hour shall be paid to one additional clerk designated at the sole discretion of management.
6. There shall be no compounding or pyramiding of overtime pay and premium pay.

**APPENDIX “E”
BAKERY SALES
CLASSIFICATIONS AND WAGE RATES**

Classifications	10/7/2022	10/8/2023	10/6/2024	5/4/2025
Head Bakery Sales	\$15.14	\$15.69	\$16.24	Spokane ATB
Journey person	\$15.14	\$15.69	\$16.24	Spokane ATB
	1/1/2022	1/1/2023	1/1/2024[^]	1/1/2025[^]
Next 1214 hrs.	\$14.99	\$16.24		
Next 1040 hrs.	\$14.94	\$16.19		
Next 1040 hrs.	\$14.89	\$16.14		
Next 1040 hrs.	\$14.84	\$16.09		
Next 1040 hrs.	\$14.79	\$16.04		
Next 1040 hrs.	\$14.74	\$15.99		
Next 1040 hrs.	\$14.69	\$15.94		
Next 1040 hrs.	\$14.64	\$15.89		
1st 1040 hrs.	\$14.59	\$15.84		

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

All employees shall be paid a minimum of ten cents (\$0.10) above the then current minimum wage and five cents (\$0.05) wage escalators between each step with Journey at least ten cents (\$0.10) above the last step.

Any current premiums in place will remain in place and all employees will be red circled at those premiums rates.

At date of ratification, October 7, 2022, all non-probationary period employees will receive a seven hundred- and fifty-dollar (\$750) ratification bonus and employees will be placed on wage scale based on experience/hours or wage whichever is higher and progress from there.

Hours of experience as an Apprentice are set forth in Article 7 of this Agreement. No employee shall be credited for more than one hundred seventy-three and one-third (173-1/3) hours of experience in any one calendar month. Progression wage increases in conformance with the Appendix shall be effective on the first Sunday following the completion of the hours specified above.

Premium Pay

1. Hours after 7:00 PM and before 10:00 PM, Monday through Saturday: Twenty cents (20¢) per hour.
2. All work performed after 10:00 PM and before 6:00 AM, Monday through Saturday: Thirty cents (30¢) per hour.
3. For employees hired prior to June 21, 2011, all work performed on Sundays: Two dollars (\$2.00) per hour.
4. For employees hired on or after June 21, 2011, all work performed on Sundays: One dollar (\$1.00) per hour.
5. There shall be no compounding or pyramiding of overtime pay and premium pay.

**APPENDIX “F”
GENERAL MERCHANDISE (NON-FOODS), VARIETY, BULK FOODS, FLORAL,
ECOMMERCE/CLICKLIST, DELI
CLASSIFICATIONS AND WAGE RATES**

Classifications	10/7/2022	10/8/2023	10/6/2024	5/4/2025
Journey person	\$15.14	\$15.69	\$16.24	Spokane ATB
	1/1/2022	1/1/2023	1/1/2024[^]	1/1/2025[^]
Next 1214 hrs.	\$14.99	\$16.24		
Next 1040 hrs.	\$14.94	\$16.19		
Next 1040 hrs.	\$14.89	\$16.14		
Next 1040 hrs.	\$14.84	\$16.09		
Next 1040 hrs.	\$14.79	\$16.04		
Next 1040 hrs.	\$14.74	\$15.99		
Next 1040 hrs.	\$14.69	\$15.94		
Next 1040 hrs.	\$14.64	\$15.89		
1st 1040 hrs.	\$14.59	\$15.84		

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

All employees shall be paid a minimum of ten cents (\$0.10) above the then current minimum wage and five cents (\$0.05) wage escalators between each step with Journey at least ten cents (\$0.10) above the last step.

Any current premiums in place will remain in place and all employees will be red circled at those premiums rates.

At date of ratification, October 7, 2022, all non-probationary period employees will receive a seven hundred- and fifty-dollar (\$750) ratification bonus and employees will be placed on wage scale based on experience/hours or wage whichever is higher and progress from there.

Hours of experience as an Apprentice are set forth in Article 7 of this Agreement. No employee shall be credited for more than one hundred seventy-three and one-third (173 1/3) hours of experience in any one calendar month. Progression wage increases in conformance with this Appendix shall be effective on the first Sunday following the completion of the hours specified above.

Premium Pay:

1. Hours after 7:00 PM and before 10:00 PM, Monday through Saturday: Twenty cents (20¢) per hour.
2. All work performed after 10:00 PM and before 6:00 AM, Monday through Saturday: Thirty cents (30¢) per hour.
3. For employees hired prior to June 21, 2011, all work performed on Sundays: Two dollars (\$2.00) per hour.
4. For employees hired on or after June 21, 2011, all work performed on Sundays: One dollar (\$1.00) per hour.
5. There shall be no compounding or pyramiding of overtime pay and premium pay.
6. Senior Clerk designation for all General Merchandise (non-foods) Leads receives a fifty cent (\$0.50) premium.

All terms and conditions of this Agreement, except as modified in this Appendix "F" shall apply to all employees specified in the preceding paragraph.

All employees who are classified as General Merchandise (Non-Foods or Variety) employees, shall devote their time exclusively to the General Merchandise (Non-Foods or Variety) operation. All employees who do not work in foods shall receive the grocery rates of pay for that day. This shall include, but not be limited to, work in the central checkstands, checking (except bagging and carry-out), receiving, stocking, or marking of grocery or produce merchandise. Credit for past experience for General Merchandise (Non-Foods or Variety) employees shall be given on the basis of experience in comparable non-food merchandise and in accordance with the provisions of Article 7 - Experience, of this Agreement, or past experience in retail work with the same Employer, whichever is greater.

General Merchandise (non-foods) employees will have first opportunity to transfer to open positions in CKK and Grocery departments.

LETTER OF UNDERSTANDING

SERVICE COUNTER ADDENDUM AGREEMENT

As agreed in negotiations, the following represents our mutual understanding concerning the implementation of the referenced Service Counter Addendum Agreement as of January 8, 1995.

"Current Meat Department employees shall not be adversely affected as a direct result of the implementation of the Service Counter Addendum Agreement."

LETTER OF UNDERSTANDING

SENIORITY PROVISIONS (Grocery and Non-Foods)

Recognizing that inconsistent interpretations of the seniority provisions set forth in the above referenced Labor Agreements have caused disruptive labor relations between the parties as well as conflict among the employees, the parties agree to the following understanding:

1. Seniority is understood to mean length of continuous service with the individual Employers. Therefore, an employee shall not lose his/her seniority if transferred by the Employer, even though the employee is transferred from outside the bargaining unit.
2. For the purpose of applying the terms of the layoff/recall and the availability of hours provisions in the above-referenced Agreements, priority, where applicable, shall be given to the senior employee, provided the senior employee's "qualifications and abilities" are equal to or greater than the "qualifications and abilities" of the involved junior employee(s) performing the same comparable work, further provided, that all other qualifications of the various Agreements are satisfied.
3. Any work performed under the classification in the following sections shall be deemed "comparable work" for purposes of this letter: Grocery and Produce, Deli, Bakery, and Non-food.
4. In the event the Employer or the Union takes the position that the "qualifications and abilities" of the junior employee are greater than the "qualifications and abilities" of the senior employee, then priority, where applicable, shall be given to the junior employee subject to satisfying the burden of proof as follows: The party alleging that the "qualifications and abilities" of the junior employee are greater shall have the burden of proof in the matter.
5. When an employee is transferred from another area outside the geographic jurisdiction of this Agreement, the transferred employee shall retain all seniority rights with the Employer but shall be entitled to exercise such rights only after having worked in the bargaining unit for a minimum of sixty (60) days.
6. In accordance with this understanding, the Arbitration Awards between United Food and Commercial Workers Local No. 1439 and Rosauer's Supermarkets, Inc., (Carlton J. Snow) dated July 30, 1981, and the case of Buttrey, Inc., and United Food and Commercial Workers Union Local No. 1439 (Albert L. Gese) dated September 23, 1982, shall be considered null and void and no longer applicable.

LETTER OF UNDERSTANDING

MOST FAVORED NATIONS

Should the UFCW Union Local No. 3000 enter into a Collective Bargaining Agreement with any other major Tri-Cities area Grocery Employer after ratification of this Collective Bargaining Agreement up to the expiration date of this Agreement, which Allied Employers, Inc., perceives to be more advantageous than this Agreement, then Allied Employers, Inc., has ninety (90) days from receipt of a signed copy of that Agreement to invoke this provision and fully adopt the other Employer's Agreement as a substitute for this Collective Bargaining Agreement.

The right to invoke this provision shall expire at midnight on the 90th day after Allied Employers, Inc., receives the other Tri-Cities area Employer's Agreement. If Allied Employers, Inc. invokes this provision, it must adopt the other Tri-Cities area Employer's Agreement entirely. Should Allied Employer's Inc., desire to adopt only portions of the other Employer's Agreement, it may seek such agreement with Local No. 3000 but nothing herein shall require such agreement. If the parties cannot agree to adopt only a portion, Allied Employers, Inc., may elect to adopt the entire Agreement.

LETTER OF UNDERSTANDING

CORPORATE CAMPAIGN

This letter reiterates and confirms the agreement reached by Allied Employers, Inc., and its members with UFCW Union Local No. 3000 during negotiations for Clerk and Meat Agreements in the Tri-Cities area. Local No. 3000 believes it has a good faith working relationship with the Employers and will not take any action to depart from that relationship or take any action inconsistent with maintaining that relationship. Consistent with its duty of fair representation under the Agreements and their grievance procedures, Local No. 3000 will not be a party to, instigate or support class action litigation (except charges with the National Labor Relations Board) or engage in any type of corporate campaign against the Employers.

The parties recognize that various monies from Local No. 3000 are paid to the UFCW International Union funds. The Local does not control such funds. Consequently, the UFCW International Union's use of those funds for purposes contrary to the agreement will not be a violation of this Agreement.

LETTER OF UNDERSTANDING

4/10 HOUR WORKWEEK

The Employers may create a 4/10 hour workweek for certain of its employees if the Employers determine that such workweeks are appropriate or helpful for its operation. In that event, the parties agree that the daily overtime provisions of the Grocery Agreement and Meat Agreement shall be applicable after ten (10) hours worked.

The rest periods provided for in both Agreements will be scheduled to provide for a ten minute and fifteen minute rest period on either side of the Employer's scheduled meal period.

Holiday pay shall be applied on the basis that the employee shall receive eight (8) hours' pay for each holiday the employee is eligible for, unless the employee is scheduled for thirty (30) hours during the holiday week, and in that event the employee shall receive ten (10) hours' holiday pay.

LETTER OF UNDERSTANDING

STORE CLOSURES

The Employers will notify the Union of store closures within thirty (30) days of closure when practical.

LETTER OF UNDERSTANDING

DUES CHECK-OFF

1. Added initiation and uniform dues through payroll deduction as follows:

a. Union Dues Check-Off

On a weekly basis the employer agrees to deduct uniform dues 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. Authorized initiation fees will be deducted in three (3) equal installments and remitted to the Local Union monthly.

c. 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.

d. Indemnify and Hold Harmless

The Union shall indemnify and hold the Company harmless against any and all claims, demands suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company in reliance upon signed authorization cards furnished to the Company by the Union or for the purpose of complying with any of the provisions of this Article.

2. The involved Employer shall be granted a reasonable period to adopt administrative and payroll procedures to accommodate this agreement.

LETTER OF UNDERSTANDING

LIMIT ON BACK PAY FOR DISCIPLINE CASES

In cases where it is concluded that an employee has been improperly discharged or suspended, 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 ten calendar months immediately following the date of discharge or suspension.

Exception: If the arbitration decision is issued greater than ten months following the date of the discharge or suspension, the above cap on back pay shall apply unless the Union proves that the Employer is at fault for the case taking longer than the usual time-line as designated below. If the Union proves the Employer is at fault for the case taking longer than the usual time-line, the arbitrator may assign a back pay period longer than ten calendar months (not applicable in cases where time frame(s) have been mutually extended) with the additional time being equal to the additional amount of time caused by the employer's delay.

The parties agree that the following shall be the timeframe for the processing of a discipline grievance (time frame(s) may be extended by mutual agreement):

<u>Calendar Days</u>	<u>Action Item</u>
0	Incident
15 (termination) from date of discharge	Grievance must be filed in writing
30 (all others) from date of discipline	Grievance must be filed in writing
15 from date of receipt of grievance	Response in writing due to be faxed or postmarked
15 from date of receipt of response	Moving party must request in writing a grievance meeting
30 from date the request of grievance meeting was received	Grievance meeting held by this date
15 from date of grievance meeting	Moving party must file a demand for arbitration with both the Employer and FMCS in writing
15 from date the parties receive FMCS list	Parties must mutually select an arbitrator
90 from the date the parties select arbitrator	Arbitration hearing is held

30 from date of arbitration

Briefs are filed

60 from date briefs are received

Arbitration decision issued

This Letter of Understanding shall provide no right or argument for forfeiture of a claim or position. The sole purpose of this Letter is to address a limit on backpay and an exception to that limit. Forfeiture of claims must be established without regard to this Letter.

This Letter of Understanding and the provisions herein shall have no effect on the issue of mitigation of damages. Whether or not an employee has adequately mitigated damages is a completely separate issue and the resolution of that issue should not be influenced by the provisions of this Letter of Understanding.

LETTER OF UNDERSTANDING

OPTIONAL ACCELERATED ARBITRATION PROCEDURE (Optional by mutual agreement only)

1. In order for a grievance to go to AAP, *both* the Employer and Union representative must agree that the matter is appropriate for resolution by AAP. If either party's representatives disagree, the grievance shall not be submitted to AAP and the matter shall be resolved by the usual grievance process (see Article 17).
2. It is understood that prior to referring the matter to AAP the parties' representatives will discuss with each other and explore the possibility of settlement. If the parties' representatives agree to refer the grievance to the AAP, then the following shall govern:
3. Selection of Arbitrator: The parties shall use the normal arbitrator selection procedure. If the chosen arbitrator is not able to fulfill his/her duties per the timelines/terms of this Letter of Understanding, the parties will go to the last struck arbitrator (and so on, in reverse order of struck arbitrators).
4. The date for the hearing shall be within forty-five (45) days of the request for AAP unless an extension is mutually agreed to by the parties.
5. Hearing Conduct and Procedure:
 - A. The hearing shall be informal;
 - B. No briefs shall be filed or transcripts made;
 - C. Each party may offer an opening statement and closing argument;
 - D. Each party's case shall be presented by a representative of their choosing;
6. Removing the Grievance from AAP:
 - A. Prior to the commencement of the hearing, either party may unilaterally remove the matter from the AAP so long as they do so forty-eight (48) hours prior to the hearing. Any arbitrator cancellation fees or joint hearing expenses will be the responsibility of the party removing the matter from AAP. The matter shall then revert back to the usual grievance procedure.
 - B. Within forty-eight (48) hours of the hearing, it shall take both parties' agreement to remove the matter from the AAP and refer it back to the usual grievance procedure.
7. Arbitrator's Decision:
 - A. The Arbitrator shall render his/her decision within five (5) working days after the conclusion of the hearing, (excluding Saturdays, Sundays and Holidays).

- B. His/her decision shall be based on the record developed by the parties at the hearing and shall include a brief written explanation of the basis for his/her conclusion.
 - C. These decisions will not be cited as a precedent in any future grievances, arbitrations, or AAPs, except as it relates to that Grievant.
 - D. The authority of the Arbitrator shall be the same as those provided in the usual grievance procedure negotiated between the parties.
 - E. Copies of the decision shall be emailed/faxed and mailed to the parties' representatives within five (5) working days of the hearing (excluding Saturdays, Sundays and Holidays).
8. It is the intent of the parties that any grievance appealed to the AAP must be confined to issues which do not involve novel problems and which have limited contractual significance or complexity.

LETTER OF UNDERSTANDING

CUT FRESH

The parties agree to a one-year trial for the Kroger Cut Fresh program, beginning on October 7, 2022. Such program will only be extended by mutual agreement past the initial one year. The Program will not reduce any bargaining unit employees' hours and all work besides cutting and packing fruit shall be preformed by the bargaining unit employee.

**LETTER OF UNDERSTANDING
HEALTH & WELFARE CONTRIBUTIONS**

RECITALS

A. The Employer and United Food and Commercial Workers Local 3000 (the "Union") are party to various collective bargaining agreements (the "CBAs").

B. Pursuant to the CBAs, the Employer makes contributions on a monthly basis to the United Food and Commercial Workers Welfare Trust (the "Plan") on behalf of specified bargaining unit employees who work 80 hours per month.

C. The contribution presently required to be made to the Plan by the CBAs is expressed as a monthly dollar amount that commences with hours worked after the employee completes their probationary period (the "Monthly Rate").

D. The undersigned parties desire to modify the contribution structure to convert the Monthly Rate to an equivalent hourly contribution rate commencing at date of hire (the "Hourly Rate") pursuant to the methodology outlined below, with the express intent of maintaining the overall economic terms of the CBAs by requiring a monthly reconciliation to ensure the amount contributed each month pursuant to the new Hourly Rate structure equals the amount that would have been contributed under the Monthly Rate structure.

AGREEMENTS

The undersigned parties hereby agree as follows effective with hours worked beginning March 1, 2015:

1. The Monthly Rate shall be converted to an equivalent Hourly Rate commencing with an employee's first hour of employment pursuant to the methodology outlined below. The undersigned parties agree the Hourly Rate provided for herein shall supplant and replace the Monthly Rate specified in the CBAs, and the Employer shall have no additional obligation to contribute to the Plan beyond the Hourly Rate (subject to the monthly reconciliation provided for herein).

2. The Monthly Rate shall be converted to an equivalent Hourly Rate as follows:

(a) The Plan's consultant (presently Rael & Letson) shall calculate the Hourly Rate. The Hourly Rate shall be the amount projected by the Plan's consultant to provide an equivalent dollar amount of monthly contributions to the Plan as would have been made had the Monthly Rate remained in effect.

(b) The Plan's consultant shall calculate the Hourly Rate to begin effective commencing with hours worked as of March 1, 2015, and such Hourly Rate shall be effective when approved by the Plan's Trustees. The Plan's consultant shall thereafter update his calculation of the projected Hourly Rate each January 1 and July 1 (or such other dates as determined as

necessary and appropriate by the Plan's Trustees) based on Plan experience and funding levels, and such updated Hourly Rate shall become effective when approved by the Plan's Trustees.

(c) In order to maintain the overall economic terms of the CBAs, the undersigned parties agree the Plan administrator shall reconcile contributions on a monthly basis to compare the amount actually contributed by the Employer pursuant to the Hourly Rate each month relative to the amount that the Employer would have contributed had the Monthly Rate remained in effect for such month. The Plan administrator will notify the Employer by the last day of each month whether the amount contributed to the Plan in such month pursuant to the Hourly Rate structure was more or less than would have been paid pursuant to the Monthly Rate structure. To the extent the amount of the Employer's actual Hourly Rate contributions for a month exceed the amount the Employer would have contributed had the Monthly Rate remained in effect for such month, then the Employer shall be entitled to a credit in the amount of such excess against contributions due for the following month. EXAMPLE ONE: EMPLOYER CONTRIBUTES \$50,000 TO THE PLAN ON APRIL 10 FOR MARCH HOURS. PLAN ADMINISTRATOR WILL RECONCILE AND NOTIFY EMPLOYER BY APRIL 30. IF PLAN ADMINISTRATOR DETERMINES EMPLOYER WOULD HAVE PAID \$48,000 HAD MONTHLY RATE STRUCTURE BEEN IN EFFECT FOR THE MONTH, EMPLOYER WILL BE ENTITLED TO \$2,000 CREDIT TO BE TAKEN AGAINST CONTRIBUTION DUE IN MAY FOR APRIL HOURS. Conversely, to the extent the amount of the Employer's actual Hourly Rate contributions for a month are less than the amount the Employer would have contributed had the Monthly Rate remained in effect for such month, then the Employer shall pay the amount of such difference to the Plan as an additional contribution, with such amount due for the following month. EXAMPLE TWO: EMPLOYER CONTRIBUTES \$50,000 TO THE PLAN ON APRIL 10 FOR MARCH HOURS. PLAN ADMINISTRATOR WILL RECONCILE AND NOTIFY EMPLOYER BY APRIL 30. IF PLAN ADMINISTRATOR DETERMINES EMPLOYER WOULD HAVE PAID \$54,000 HAD MONTHLY RATE STRUCTURE BEEN IN EFFECT FOR THE MONTH, EMPLOYER WILL CONTRIBUTE AN ADDITIONAL \$4,000 WITH THE CONTRIBUTION DUE IN MAY FOR APRIL HOURS.

(d) Notwithstanding the foregoing, all other terms of the CBAs with respect to the amount of the Employer and employee contributions payable to the Plan shall remain in effect, including, for example, the Trustees' right to approve additional contribution as provided for in the parties' CBAs.

3. The Employer shall pay the Hourly Rate to the Plan on behalf of those employees covered by the CBAs who are in a class of employment eligible for the Plan (even if such employees have not yet satisfied the eligibility requirements to qualify for initial Plan eligibility) beginning with the first hour worked with the Employer in such an eligible position. The hours for which the Employer shall be obligated to contribute the Hourly Rate to the Plan shall be the same hours that are credited under the CBAs for purposes of determining whether employees satisfy the 80-hour qualifiers for receiving the prior Monthly Rate contributions. However, employees shall not be required to work such 80 hours to qualify for the Hourly Rate contribution. The Employer shall continue to report credited hours to the Plan on a monthly basis, and the contribution amount shall continue to be payable each month by the deadline required under the CBAs.

SIGNATURE PAGE

The Parties hereby agree to the following Letters of Understanding:

- *Letter of Understanding: Service Counter Addendum Agreement
- *Letter of Understanding: Seniority Provisions
- *Letter of Understanding: Most Favored Nations
- *Letter of Understanding: Corporate Campaign
- *Letter of Understanding: 4/10 Workweek
- *Letter of Understanding: Store Closures
- *Letter of Understanding: Dues Check-Off
- *Letter of Understanding: Limit on Back Pay for Discipline Cases
- *Letter of Understanding: Optional Accelerated Arbitration Procedure
- *Letter of Understanding: Cut Fresh
- *Letter of Understanding: Health and Welfare Contributions

The Kroger Company
For and on behalf of those
firms listed below:


UNITED FOOD AND COMMERCIAL
WORKERS UNION LOCAL NO. 3000



Jerad Coine
Logistic Labor
Relations Manager

8/14/2023

Date



Faye Guenther
President

8/3/2023

Date

Firms Party To This Agreement
Fred Meyer Inc.

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

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

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