

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

**Skagit County
Grocery-Meat**

Effective: 04-12-2020 – 04-08-2023

UFCW3000

Faye Guenther, President • Joe Mizrahi, Secretary-Treasurer





WEINGARTEN RIGHTS

Your Right to Union Representation

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

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

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

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

Discipline? Contract violations?

Call the Member Resource Center

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

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

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A G R E E M E N T

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

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

And

UNITED FOOD & COMMERCIAL WORKERS UNION LOCAL NO. 21

**GROCERY/MEAT/BAKERY
(Skagit County)**

This Agreement is entered into by and between Allied Employers, Inc., referred to hereinafter as the "EMPLOYER" and the United Food & Commercial Workers Union Local No. 21, referred to hereinafter as the "UNION".

It is the intent and purpose of the Employer and the Union to promote and improve labor management relations between them and to set forth herein the basic terms of the Agreement covering wages, hours and conditions of employment to be observed by the parties to this Agreement. Unless otherwise specified, all contract language changes shall be effective the second Sunday after signing of this Agreement.

In consideration of the mutual promises and agreements between the parties hereto, and in consideration of their mutual desire in promoting the efficient conduct of business and in providing for the orderly settlement of disputes between them, the parties to this Agreement agree as follows:

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

1.1 On behalf of the Employer member to which this Agreement applies, Allied Employers, Inc. hereby recognizes UNITED FOOD & COMMERCIAL WORKERS UNION LOCAL NO. 21 as the sole collective bargaining agent for the employees in the appropriate bargaining unit as defined in Section 1.2 and 1.3 below.

1.2 All employees employed in the Employer's present and future grocery stores, including concessions under the direct control of the Employer party to this Agreement located in Skagit County, State of Washington, with respect to rates of pay, hours, and other conditions of employment except and excluding employees whose work is performed within a meat, culinary, prescription or bakery department location of the retail establishment, supervisory employees within the meaning of the Labor Management Relations Act of 1947 as amended and excluding employees in all other departments (i.e., Pharmacy, Health and Beauty Aids, Floral, Garden Center, Apparel, Shoe, Home Fashion, Photo Electronics, General Merchandise Departments,

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Playland, Jewelry Department, Time and Attendance, Human Resource Coordinators, Human Resource Administrators) and confidential employees and guards as defined in The Act. Subject to the preceding exclusions and the terms of Section 1.2.1 of Article 1, all work of handling and selling of merchandise in such retail stores covered by this Agreement shall be performed only by employees of the Employer within the unit referred to above for which United Food & Commercial Workers Union Local No. 21 is recognized as the sole collective bargaining agency by the Employer.

1.2.1 Notwithstanding the prior practice of the application of Article 1.2 of the Agreement, the following exemptions per Company (in addition to those set forth in Section 1.4) shall not be required to be members of the Union nor shall they be covered by the terms of the Agreement:

The Company represented by Allied Employers, Inc., signatory to the United Food and Commercial Workers Union Local No. 21 Agreement (Skagit County) shall be allowed a total of three (3) per store, in addition to the Snack Bar, Deli, Non-Foods or Bake-Off Deli Manager provided for in paragraph 10.3.2 of the Agreement, Article I of the Snack Bar Deli Addendum, and the Bake-Off/Deli Agreement. The assignment of the additional exemption shall be at the sole discretion of the Employer.

The parties understand and agree that all such additional exemptions shall be permitted to perform bargaining unit work without restrictions, pursuant to the historical practice of the parties.

1.2.2 In the event the Company party to this Agreement opens a store or stores, closes a store or stores, or remodels and/or revamps a store or stores, the number of additional exemptions shall be redetermined as above.

1.2.3 In consideration for the foregoing understandings, the parties agree to negotiate terms and conditions applicable to POS Clerks (Scan Coordinator, File Maintenance Clerks) who are regularly employed at the store. Such work shall continue to be bargaining unit work with the primary assignment made to bargaining members. (Supervisors may also perform this work).

1.2.4 The Employer shall not permit demonstrators, salesmen or other employees of a supplier to perform 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.

1.3 All Meat Department employees of the Employer whose job classifications are set forth herein are represented by the Association in Skagit and Island Counties.

1.3.1 It is agreed that if the Employer is currently using Meat Department employee members of Local #21 in its self-service deli's, it shall continue to do so regardless of where located. This understanding shall not apply if the Employer is currently (October 13, 1977) using members of any other bargaining units in its self-service deli's.

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1.4 UNITED FOOD & COMMERCIAL WORKERS UNION LOCAL NO. 21 hereby recognize Allied Employers, Inc., as the sole collective bargaining agent for its member Employer.

1.5 The Employer which, as of the execution of this Agreement, has authorized Allied Employers, Inc., to represent it, shall continue to be bound by this Agreement for its duration, even though the Employer may hereafter cancel or withdraw such authorization.

ARTICLE 2 - UNION SECURITY

2.1 Pursuant to and in conformance with Section 8(a)3 of the Labor Management Relations Act of 1947, as amended, it shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing 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. The tendering of initiation fees and periodic dues uniformly required as a condition of continued membership, shall constitute good standing in the Union for the purpose of this Article. 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. For the purpose of this Article, the execution date of this Agreement shall be considered as its effective date.

2.2 The Employer shall discharge any employee as to whom the Union, through its authorized representative, delivers to the Employer's Main Office a written notice that such employee is not in good standing in conformity with this Article. For the purpose of establishing uniform rules for the application of this paragraph of the Agreement, the parties agree as follows:

2.1.1 If a newly hired employee fails to apply for Union membership, or if an employee fails to comply with the requirements of continued membership, as set forth above, the Union will serve a letter upon the Employer requesting that such employee be terminated.

2.2.2 Upon receipt of a letter requesting termination of an employee who has not complied with Article 2 of the Agreement, the Employer shall (on the same date, if the employee is working on that date) immediately notify such employee that if he/she has not complied with the Union membership requirement of Article 2 of the Agreement, within 14 days from the date of written request for termination his/her employment shall automatically be terminated.

2.2.3 The Union agrees to withdraw any letter of termination if an employee, in respect to whom such letter has been served, shall complete his membership requirements with the time limit specified in 2.2.1 and 2.2.2.

2.2.4 Whenever the Union requires the discharge of any employee connected with the Union security clause of this contract, the Union shall hold the Employer harmless and shall indemnify the Employer against loss, as a result of relying upon the direction of the Union in terminating any employee. The Employer agrees that when the Union notifies the Employer

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within three (3) days of the original notice, that the reason for the termination was a bona fide clerical error, the Employer will reinstate the employee to his former position on the next weekly schedule.

2.3 Each month, the Employer shall provide an electronic report of all new hires and terminations. Such report shall include the employees' first name, middle initial and last name, social security number, phone number (home and/or cell), email (if available), store #/work location, department, job classification, wage rate, date of hire/rehire and/or date of termination.

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

2.4 No employee shall be discharged or discriminated against for any lawful Union activity, including performing service on a Union committee outside of business hours or for reporting to the Union the violation of any provisions of the Labor Agreement, providing such activities shall not interfere with the normal performance of the employee's work.

2.5 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.

ARTICLE 3 - MANNING AND JURISDICTION (Meat only)

3.1 The jurisdiction of Local Union No. 21 covers the cutting, handling and sale of all fresh meats, poultry, and rabbits in the geographical area covered by this Agreement, in both service and self-service markets. The Union agrees to inform the Employer association whenever it shall sign this Agreement with any newly organized market.

3.2 Whenever fresh meat is offered for sale at least one (1) Journeyperson Meat Cutter must be employed Monday through Saturday in each market for at least eight (8) hours, exclusive of lunchtime, each day except for holiday weeks when a Journeyperson need not work the holiday. In the event the Union enters into any agreement which permits a retail meat market within its jurisdiction to require a Journeyperson Meat Cutter to be employed five (5) days per week, the firms covered by this Agreement shall automatically have the right to also schedule a Journeyperson Meat Cutter five (5) days per week, notwithstanding paragraph 3.2 of this Article, but otherwise in accordance with all other provisions of this Agreement.

3.3 Whenever work is done in the market, it will be performed by a member of the bargaining unit with the exception of cleanup work.

3.4 The work of pricing performed in service or self-service markets covered by this Agreement shall be performed by members of Local Union No. 21.

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3.5 When fresh meat is offered for sale and a member of the bargaining unit is not on duty in the meat market during such hours, no one other than a member of the bargaining unit shall perform work in the meat market. When a member of the bargaining unit is not on duty, this clause shall not apply to those products that have been prepared by meat department employees and are in storage ready for sale, such may be placed in the meat counter by the person in charge of the store and such action shall not be considered a violation of this clause. The Employer or owner or manager agrees to make every effort to enforce the terms of this paragraph.

3.6 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.

3.7 Service Counter Employee - 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 or seafood products for preparation for sale and self-service cases. Service Counter Employees may cut a steak or roast, which has already been processed by a Meat Cutter, to size to serve a customer, modify any prepared cut to suit a customer, or use the slicing or cube machines to service a customer. When a Meat Cutter or Meat Wrapper is not on duty, the Service Counter Employee may stock the self-service case with products that have been prepared by Meat Cutters or Meat Wrappers and are in storage ready for sale. Service Counter Employees may perform work in the self-service deli's.

3.7.1 Seafood products may be wrapped and priced in the Service Department and placed in the Self-Service Meat Counter or other places in the store for customers to purchase provided the store has a designated Lead Service Counter employee.

3.7.2 Service Counter Employees performing work in the self-service deli's shall be paid for such work at the Wrapper rate of pay in the corresponding progression bracket. Service Counter Employees scheduled to work in the self-service deli's shall have such scheduled time designated on the work schedules.

3.7.3 Lead Service Counter Employees shall be a separate classification at the option of the Employer. Service Counter Employees assigned to the Lead position shall not lose their seniority status. Seniority shall not apply in the selection of the Lead Service Counter Employee. This position shall apply to the employee assigned by management the responsibility of scheduling and directing the work within the service department. Employees assigned the above responsibilities shall be classified as Lead Service Counter Employees.

ARTICLE 4 - COMPARABLE PAST EXPERIENCE (Clerks only)

4.1 When an employee is hired where comparable past experience is applicable, all past experience for an apprentice shall apply, if the comparable past experience was with the Employer and has been within two years previous to employment. For comparable past experience not with the Employer, the Employer shall have the option of starting such employee

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two wage brackets below what their previous experience would otherwise entitle them to. Past experience must be claimed by an employee on his or her application in order to claim wage adjustments for incorrect payments by the Employer. Applicable past experience is defined as comparable work performed in the Retail Grocery Industry.

4.1.1 Comparable past experience for employees who were formerly Journeypersons with the Employer shall be applied as follows; who have not worked for the past:

- 0 - 2 years shall be considered Journeypersons;
- 2 - 3 years shall be considered Junior Apprentices;
- 3 - 4 years shall be considered Apprentice Clerk;
- 4 years or more shall be considered a 1st Step Clerk.

Comparable past experience for those employees who have not worked for the Employer shall be applied as follows; who have not worked for the past:

- 0 - 2 years shall be considered Junior Apprentices;
- 2 - 3 years shall be considered Apprentice Clerks;
- 3 - 4 years shall be considered Beginner Clerks;
- 4 or more years shall be considered a 1st Step Clerk

4.1.2 This shall not preclude the Employer hiring new employees at a scale in excess of the aforementioned brackets.

4.1.3 Employees who receive a certificate from a vocational school in cash register operation shall be credited with all classroom hours (not to exceed 300 hours). This paragraph applies to employees hired after the acceptance of this Agreement.

ARTICLE 5 - SENIORITY AND AVAILABLE HOURS (Clerks only)

5.1 ATTAINMENT OF SENIORITY

5.1.1 All employees shall attain seniority after ninety (90) calendar days with the Employer.

5.1.2 Upon completion of this period, seniority shall date back to the last date of hire.

5.2 APPLICATION OF SENIORITY

5.2.1 Seniority shall be applicable on an individual store basis, except as otherwise provided for under section 5.2.2, and shall apply to the extent provided for in this Article.

5.2.2 An employee's seniority shall not be broken in cases where the employee transfers to a different store location covered by this Agreement.

5.2.3 When an employee is transferred by the Employer from another area outside those

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listed in 5.2.2 above, 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 ninety (90) calendar days.

5.3 LAY-OFF

5.3.1 Where, on an individual store basis, there is a reduction of the number of employees holding seniority within such store, the last employee hired shall be the first employee laid off, provided qualifications and ability are equal. The affected employee so reduced may displace the most junior employee of the Employer in the same classification, i.e., clerks, courtesy clerks, within the geographic jurisdiction covered by this Agreement, provided qualifications and ability are equal. A layoff is defined as two (2) consecutive weeks that an employee is not shown on the weekly work schedule. In the event of a store closure, the affected employees shall be considered laid off at the time of the closure.

5.4 REHIRE

5.4.1 Where there is an increase in the number of employees within the job classification, the last employee laid off by the Employer within the geographic jurisdiction covered by this Agreement will be the first employee rehired, provided qualifications and ability are equal. In the case where two (2) or more employees are laid off on the same date, the senior employee will be the first rehired, provided qualifications and ability are equal.

5.4.2 Employees shall be required to inform the Employer in writing of their current address and phone number, and with the exception of temporary rehires, employees rehired in accordance with 5.4.1 shall be notified in writing to report to work.

5.5 LOSS OF SENIORITY

5.5.1 Except as otherwise provided for in Article 6 - SENIORITY and Article 7 - LEAVE OF ABSENCE, seniority shall be broken and the employee's service shall be terminated for the following reasons:

5.5.2 Voluntary quit;

5.5.3 Discharge in accordance with Article 24;

5.5.4 Absence caused by a layoff in excess of ninety (90) consecutive calendar days;

5.5.5 Absence caused by an illness or non-occupational accident of more than nine (9) months;

5.5.6 Absence caused by an occupational accident of more than eighteen (18) consecutive months;

5.5.7 Failure to report to work within seventy-two (72) hours following the postmark of the written notice referred to in Section 5.4.2 mailed to employee's last known address; and,

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5.5.8 Failure to report to work immediately following a Leave of Absence as provided for under Article 7.

5.6 REDUCTION OF HOURS

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

5.7 AVAILABLE HOURS

5.7.1 The Employer may arrange weekly work schedules to accommodate the need of the business, and senior employees 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. Nothing herein shall be construed as a guarantee of daily or weekly hours of work or pay for time not 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.

5.8 DEFINITIONS

5.8.1 "PROVIDED QUALIFICATIONS AND ABILITY ARE EQUAL" - It is understood and agreed that the terms "provided qualifications and ability are equal" shall mean that if two employees have the same qualifications and abilities, the senior employee has priority.

5.9 LIABILITY

5.9.1 It is understood and agreed that the employee will not be entitled to request wages under the provisions of this Article except to the extent of time lost commencing with the weekly work schedule next following receipt of the Union's written notification to the Employer of the claim in accordance with Article 23, provided that if less than three (3) days remain prior to the posting of the weekly work schedule in accordance with Section 8.10 when the Employer receives notification, the Employer's liability, if any, for time lost shall commence with the second next work schedule and thereafter until resolved.

ARTICLE 6 - SENIORITY (Meat only)

6.1 Seniority shall prevail in layoffs for all employees after working 435 compensated hours within a 150-consecutive calendar day period or a consecutive 21-week period. Once an employee has worked 435 compensated hours in 150 calendar days, or 21 weeks, his or her seniority will date back to the date the 150 calendar days or 21 weeks began. An employee's seniority date shall also be considered his anniversary date for all purposes under this Agreement. The Employer shall have the option, on a company-wide basis, of applying either the 150-consecutive calendar day period or a 21-consecutive week period under this Section. The seniority status of employees hired on the same day shall be determined by the Employer, with notification to the Union.

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6.1.1 Service Counter employees shall attain seniority after sixty (60) calendar days with the Employer.

6.1.2 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 substantially equal, that the employee is available, and reports for work within twenty-four (24) hours following receipt of notification to report for work.

6.1.3 Seniority shall be broken in the event of a layoff in excess of six (6) months.

6.1.4 There shall be established four (4) separate seniority groups: 1) Journeyman, 2) Apprentices, 3) Wrappers, and 4) Service Counter Employees.

6.1.5 Wrappers desirous of promotion to Apprentice Meat Cutter status shall make their desires known to the Company, in writing, and such employees shall be given first consideration for such vacancies. Selection to fill the vacancies shall be made on the basis of Company seniority within the geographical jurisdiction of the Local Union, ability and qualifications being relatively equal.

6.1.6 A Wrapper promoted to Apprentice Meat Cutter 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 promotion to Apprentice Meat Cutter, 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.

6.1.7 Service Counter employees desirous of promotion to Wrapper or Apprentice Meat Cutter shall make their desires known to the Company, in writing, and such employee shall be given first consideration for such vacancies. Selection to fill the vacancies shall be made on the basis of Company seniority within the geographical jurisdiction of the Local Union. Ability and qualifications being relatively equal.

6.1.8 A Service Counter employee promoted to Wrapper or Apprentice Meat Cutter 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 Service Counter employee as a result of a promotion to Wrapper or Apprentice Meat Cutter, i.e., the Service Counter employee rate of pay shall apply until such time as the Wrapper/Apprentice rate exceeds the Service Counter rate, at which time the Wrapper/Apprentice rate shall apply.

6.1.9 When a Wrapper is promoted to Apprentice Meat Cutter and/or a Service Counter employee is promoted to a Wrapper or Apprentice Meat Cutter, the length of service as a Wrapper and/or Service Counter employee shall be counted in their seniority.

6.1.10 Employees laid off in one seniority group shall be given the opportunity to accept a permanent vacancy in a lower seniority group before hiring a new employee for such vacancy.

6.1.11 If the laid off employee accepts the vacancy, he shall be considered as a new employee in such seniority group including probationary period, seniority, and wages, but shall

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retain his seniority in the seniority group from which he was laid off six (6) months as provided in Section 6.1.3. The laid off employees shall retain their length of service with the company for purposes of vacation, sick leave, leave of absence, and jury duty. If the laid off employee remains in the new seniority group for six (6) months, he shall then retain his original seniority date.

6.1.12 If the laid off employee is recalled to a permanent vacancy in the seniority group from which he was laid off, he shall have the option of returning to his original seniority group, at which time he shall relinquish all seniority rights in the new seniority group.

6.2 Subject to the provisions of paragraphs 8.1 and 8.2 of Article 8, the Employer shall otherwise have the right to decide and schedule the number of daily and weekly hours to be worked by individual employees in each individual market. Senior employees in each seniority group listed in Article 6, paragraph 6.1 above, within the individual market, if merit and ability are equal, shall be offered the most weekly hours up to a maximum of forty (40) hours per week; provided the senior employee is available to perform the work and has notified the Employer in writing of his or her desire to work additional hours. Nothing in this paragraph shall be construed to require pay for time not actually worked. Employees normally working forty (40) hours per week shall not have their hours arbitrarily reduced for the sole purpose of increasing the working hours of presently employed part-time employees or for the purpose of employing additional part-time employees.

6.3 A Journeyman promoted to Head Meat Cutter shall not lose his seniority status. Seniority shall not apply in the selection of Head Meat Cutters.

6.4 For the purpose of the above paragraphs (except 6.2) of this section, seniority shall prevail on a company-wide basis or a company-district basis within Whatcom, Skagit, and Island Counties. Employees contemplating a change between bargaining units and continuing to work for the same Employer will be provided with a written understanding of their seniority status as a result of the transfer from one bargaining unit to another prior to such transfer by the Employer. A copy of same will be sent to the Union.

6.4.1 Where an employee is transferred to a different area with the Employer within the geographic jurisdiction covered by the Collective Bargaining Agreements between the Employer and United Food and Commercial Workers Local Unions #21 and #367, the transferred employee shall retain all seniority rights with the Employer but shall not be entitled to exercise such rights until the expiration of six (6) months after the date of transfer, at which time his or her seniority shall be based upon the original seniority date with the Employer, regardless of area. However, during such period of six (6) months the transferred employee shall accrue seniority rights in the new area from the date of transfer and shall retain all seniority rights in the area from which he or she was transferred. Such transfers shall be by mutual agreement between the Employer and employee. The affected Local Unions shall be notified of such transfers.

6.4.2 If the transferred employee is laid off in the new area (prior to the six (6) months period) he or she shall have the option of either remaining on layoff in the new area or returning to original area in accordance with his or her seniority. The option to return to the original area

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must be exercised, in writing to the Employer, within two (2) weeks of layoff in the new area or this option is waived and no longer applicable. A reduction of weekly hours shall not be considered a layoff.

6.4.3 If the transferred employee has acquired seniority in the new area, is laid off (prior to the six (6) months period) and returns to the original area, his or her seniority in the new area shall not apply until recalled.

6.4.4 If the transferred employee is recalled to the new area, he or she shall then have the option of returning to the new area or remaining in the original area; provided:

(a) If the employee chooses not to accept recall to the new area, all seniority rights in this are forfeited.

(b) If the employee chooses to accept recall to the new area, the total accumulated time since the original transfer date shall apply to the six (6) month period.

6.4.5 Once the six (6) month period is completed in accordance with the above, the employee shall be considered transferred and shall have no rights to return to the original area.

ARTICLE 7 - LEAVE OF ABSENCE

7.1 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.

7.1.1 Illness or non-occupational injury which requires absence from work;

7.1.2 Pregnancy; and,

7.1.3 Serious illness or injury in the employee's immediate family.

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

7.2.1 Union stewards may be granted up to two (2) unpaid days off per calendar year to attend Union functions. Only one (1) shop steward per store location may be granted this time off.

7.2.2 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.

7.3 Any request for a leave of absence under the terms of Section 7.1 and 7.2 shall be in writing and state the following information:

7.3.1 Reason for such request;

7.3.2 Date leave is to begin; and,

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7.3.3 Date of return to work.

7.4 Any leave of absence with the exception of Section 7.1.3 and 7.5, may run to a maximum of nine (9) months.

7.5 Leaves due to occupational injuries that result from employment with the Employer regardless of length of service, shall be granted for a period of up to eighteen (18) months unless a longer period is agreed upon between the Employer and the Union.

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

7.6.1 A doctor's certificate verifying that the employee is able to resume his normal duties must be furnished if requested by the Employer.

7.6.2 The employee shall then return to the job previously held or to a job comparable with regard to rate of pay, on the first weekly schedule prepared after the Employer has received notice in writing of the employee's availability.

7.7 Any employee who fails to return to work at the end of a leave of absence shall be terminated as provided for under Section 5.5.7.

7.8 Any employee found to have abused the "leave of absence" by falsification or misrepresentation shall thereupon be subject to disciplinary action.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

8.1 Forty (40) hours per week consisting of five (5) days of eight (8) consecutive hours each (exclusive of not more than one hour out for lunch each day) shall constitute the basic straight-time workweek. Meat Department workweek shall be Monday through Saturday. No employee shall be scheduled for a lunch break in work shifts of five (5) hours or less.

8.1.1 (Meat only) For those employees scheduled to work only four (4) hours on Sundays, such four (4) hours shall be on a voluntary basis. If the Employer is unable to obtain sufficient qualified volunteers, then it shall assign such work on an inverse rotating seniority basis by store.

8.2 All hours worked in excess of eight (8) hours per day and forty (40) hours per week shall be paid for at the rate of time and one-half (1-1/2). Where six days, Monday through Saturday are worked in any one week, time and one-half (1-1/2) shall be paid for work on the day the least number of hours are worked.

(Clerks Only) 8.2.1 Sunday Premium: However, any hour paid at time and one half (1x1/2) or greater on Sunday shall not count as a qualifying hour for daily or weekly overtime.

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For employees hired prior to April 3, 2011, Sunday rates shall be calculated using the same factor as the current factor for Sunday rates. Employees hired on or after April 3, 2011, shall receive \$1.00 per hour over the employee's regular straight-time wage rate for all hours worked on Sunday.

8.3 A minimum of nine (9) hours shall be required between straight-time shifts, otherwise a premium of time and one-half (1-1/2) will be required for any hours that may be worked prior to the expiration of the nine (9) hour period.

8.4 Premium Work: Work performed by employees on any of the following days or between the hours specified below shall be considered as premium work and paid for according to the premium rates set forth herein.

8.4.1 (Clerks only) The employee in charge of the store while the store is open for business during the absence of the manager for a period over three hours in a day shall be compensated in the amount of fifty cents (50¢) per hour additional while in charge. This is in addition to any compensation including any overtime and/or premium applicable.

8.4.2 Employees required to work after 6:00 p.m. on either New Year's Eve or Christmas Eve shall be entitled to time and one-half (1-1/2) for all hours after 6:00 p.m. on such days.

8.4.3 (Clerks only) 6:00 p.m. to 9:00 p.m. - The employee's regular rate of pay plus 20¢ per hour. Schedules may be set for those employees designated to complete their shift at fifteen (15) minutes after 9:00 p.m. to facilitate closing the store, without the application of the premium set forth in section 8.4.4.

8.4.3.1 Provided, however, that the 20¢ per hour premium shall apply for work performed between the hours of 6:00 p.m. and 6:00 a.m. for Deli, Bakery Sales/Deli, Snack Bar, Take-Out Food, and Service Deli employees.

8.4.4 (Clerks only) 9:00 p.m. to 6:00 a.m. - The employee's regular rate of pay plus 50¢ per hour.

8.4.5 (Meat only) Except for cleaning the market at closing time, a premium rate of fifty cents (50¢) per hour shall be paid in addition to the straight-time rate for all work (except Service Counter) performed between the hours of 7:00 p.m. and 6:00 a.m. Service Counter Employees shall receive a premium rate of twenty-five cents (25¢) per hour in addition to the straight-time rate of pay for work performed between the hours of 10:00 p.m. and 6:00 a.m.

8.4.6 (Meat only) Employees shall not be required to take time off in lieu of overtime or premium pay. Days off shall be rotated to the end that consecutive days off shall be shared equally unless otherwise mutually agreed upon.

8.5 Split Shifts: The Employer shall not schedule any employee for a split shift.

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8.6 Rest Periods: (Clerks only) Employees shall be allowed a rest period of not less than ten minutes, on the Employers' 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.

Employees who work a freestanding five-hour shift (with no lunch) shall be entitled to a 15-minute rest period during the shift.

8.7 REST PERIODS (Meat only)

8.7.1 All employees shall be entitled to a rest period of fifteen (15) minutes for each continuous work period of four (4) hours in a daily straight-time or night shift. Any employee who works eight (8) hours in any daily straight-time or night shift shall receive two fifteen (15) minute rest periods, one (1) prior to the lunch and one (1) after the lunch period.

8.7.2 The Employer may arrange such rest periods by individual relief or general periods and they shall be as nearly as practicable in the middle of each work period.

8.7.3 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. For each full two (2) hours of overtime work, an employee shall be entitled to an additional ten (10) minute rest period.

8.7.4 Any rest period interval shall cover time from stopping work and returning thereto.

8.8 (Clerks only) Members of the Union who are employed in any of the classifications covered by this Agreement and who are temporarily assigned to the work of Relief Manager shall be compensated for straight-time hours while so temporarily assigned at the Senior Journeyman's rate and overtime shall be paid at the rate of time and one-half (1-1/2) the Senior Journeyman's rate.

8.9 Store Meetings: Required store meetings shall be paid for at the straight-time rate and shall be considered time worked for the purpose of computing overtime for all hours in excess of forty (40) during any workweek. Sections 8.3, 8.5 and 8.10.4 shall not apply to this Section.

8.10 Work Schedules: The Employer recognizes the desirability of giving his employees as much notice as possible in the planning of their weekly schedules of work and accordingly agrees to post a work schedule for grocery department employees in accordance with Letter of Understanding #8. Meat Department employees scheduled to work on Sundays shall be notified on the preceding Thursday. It is understood that the work schedule may not be used to guarantee any specified number of hours of work to any employee and that the schedule may be changed in case of emergency, or by 48 hours' notice to the employee, or by mutual agreement between the Employer and the employee, provided however, no employee shall be discriminated against for failure to enter into such mutual agreement.

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8.10.1 The weekly work schedule shall include the period designated as the meal periods required by this Agreement. Lunch hours shall be as close to the middle of the shift as possible.

8.10.2 In the event the employee works more than eight (8) hours the highest applicable premium shall apply and there shall be no compounding of premium and/or overtime pay.

8.10.3 An Employer will utilize qualified employees from other classifications within a store, when available, to relieve checkers for lunch periods.

8.10.4 All employees, except those in the classification Courtesy Clerk and except in cases of emergency beyond the Employer's control or where the employee is unable to work four (4) hours (two (2) hours for Courtesy Clerks) on a particular day, shall receive not less than four (4) continuous hours (two (2) hours for Courtesy Clerks) work or equivalent compensation in any one day ordered to report for work, compensation to begin at the time of reporting for duty.

8.11 No Pyramiding: There shall be no compounding or pyramiding of premium pay and overtime pay and only the highest applicable rate shall be paid for an hour of work performed under this Agreement.

ARTICLE 9 - FREE TIME

9.1 There shall be no "free" or "time-off-the-clock" work practices under this Agreement. Any employee found by the Employer or the Union to be engaging in such unauthorized practice shall be subject to discipline, which may include termination.

9.2 Stock taking (inventory) or book work shall be paid at the appropriate rate, if bargaining unit employees perform the work.

9.3 Where time clocks are not provided, the Employer will provide time cards or time sheets to be completed accurately by the employees.

ARTICLE 10 - CLASSIFICATIONS AND MINIMUM RATES OF PAY

10.1 The classifications and wage rates for all employees, and various provisions relating thereto, are set forth in APPENDIX "A" and APPENDIX "B", which are attached to this Agreement, and by reference incorporated herein.

10.2 Wage Statements: The Employer agrees to furnish each employee, on regular established paydays, a wage statement showing the name of the employee, period covered, hours worked, rate of pay and total amount of wages paid and deductions made.

10.3 For employees employed in bona fide non-food operations as defined herein, which are operated in a food store:

10.3.1 All terms and conditions of this Agreement except hourly wage rates shall apply to non-food employee.

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10.3.2 All employees who are classified as non-food employees shall devote their time exclusively to the non-food operation. All employees who do any work in foods shall receive the grocery rates of pay. This shall include, but not be limited to, work in the central checkstands (except bagging and carryout), checking, carry-out of merchandise for customers, receiving, stocking, or marking of grocery or produce merchandise.

Credit for past experience for non-food employees shall be given on the basis of experience in comparable non-food merchandise and in accordance with the provisions of Section 4.1 and 4.1.1 of Article 4 of this Agreement.

10.3.3 A bona fide non-food operation which is sufficiently large in terms of floor area, number of employees, and lines of non-food merchandise that such operation standing by itself could reasonably be expected to operate as an individual store, may have an employee in charge of such non-food operation who is excluded from the bargaining unit under the terms of Section 1.3 of Article 1 of this Agreement, provided such non-food operation will also have a non-food Senior Journeyman paid in accordance with Appendix "A".

10.4 For the purpose of computing months of experience and determining length of service wage adjustments under Section 10.1 of this Article 10, one hundred seventy-three and one-third ($173 \frac{1}{3}$) hours of employment with the Employer shall be counted as one (1) month's experience, provided that no employee shall be credited for more than one hundred seventy-three and one-third ($173 \frac{1}{3}$) hours of experience in any one (1) calendar month. All wage adjustments required by the application of this section shall be effective on the closest Sunday.

10.4.1 The apprentice pay bracket formula is based entirely on actual hours of comparable experience in the retail industry, experience which is absolutely essential for proper understanding of the responsibilities and satisfactory performance of the job or position. However, for those apprentices who go into the military service prior to becoming a Journeyman, such an employee will be re-employed at the next higher wage rate above his rate at the time of entry into the military service, if the employee applies for re-employment within ninety (90) days following discharge.

10.5 Promotion. Non-Foods, Bakery Sales, Snack Bar, Take-Out Food, or Service Delicatessen employees who are promoted to another position under the Non-Foods, Bakery Sales, Snack Bar, Take-Out Food, or Service Delicatessen departments shall remain at their current wage rate, but shall be given credit for prior hours of experience toward their new progression.

Non-Foods, Bakery Sales, Snack Bar, Take-Out Food, or Service Delicatessen employees who are promoted to a position under the Grocery department shall remain at their current wage rate until accumulating 2,080 hours and then shall progress to the next higher rate in the progression and then continue their progression under the Grocery department. This clause does not apply to Courtesy Clerks, Helper Clerks or other employees covered under separate Appendices or LOU's.

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ARTICLE 10A - APPRENTICES (Meat only)

10A.1 All matters concerning Apprentices shall be as provided in the Bellingham Meat Cutters Joint Apprenticeship Standards as approved by the Joint Apprenticeship Council and the Washington State Apprenticeship Council.

10A.2 Apprentices shall only be employed with the understanding that such Apprentices shall be given every opportunity to learn the trade.

10A.3 Notwithstanding the above provisions of this Article 10A, Apprentices may work alone in the market.

ARTICLE 11 - PAID HOLIDAYS

11.1 The following shall be recognized as paid holidays for Meat and Clerk employees who have acquired seniority (for employees hired on or after April 3, 2011, the initial wait for holiday eligibility shall be six consecutive months):

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

11.1.1 (Meat only) Employees hired prior to April 6, 2014 with one (1) year of continuous service with the Employer shall receive three (3) personal days as paid holidays each year to be scheduled as mutually agreed. Employees hired on or after April 6, 2014, after one year of service with the Employer shall receive one personal day; two personal days after two years; and three personal days after three years; to be scheduled as mutually agreed. Employees shall give the Employer fourteen (14) days notice prior to the days requested as personal holidays. By mutual agreement between the Employer and employee, the employee may receive payment, at the straight-time rate, in lieu of such personal holidays in accordance with Section 11.2 of Article 11.

11.1.2 (Clerks only) Employees with one (1) year of continuous service with the Employer shall be entitled to a personal holiday. By mutual agreement between the Employer and employee, the employee may receive payment in lieu of such holiday in accordance with Section 11.2. Employees shall give the Employer a fourteen (14) day notice prior to their personal holiday.

11.2 (Meat only) A regular full-time employee shall receive no reduction in his straight-time weekly pay as the result of the holiday not worked, provided such employee works sometime during the week in which the holiday occurred and works his last scheduled working day preceding and his next scheduled working day immediately following the holiday. A part-time

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employee who averages twelve (12) hours or more per week shall be paid for the holiday on the basis of one fifth (1/5) 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, provided the employee works sometime during the holiday week and reports for work his last scheduled working day preceding and his next scheduled working day immediately following the holiday.

11.3 (Clerks only) Employees, provided they normally work the hours as specified below, who work during the week in which the holiday occurs, and report for work their last scheduled working day preceding and their next scheduled working day immediately following the holiday, shall be paid for holidays specified in Sections 11.1 and 11.1.2 of this Article not worked on the following basis:

11.3.1 Hours normally worked per week shall mean the employee's average weekly hours for the last eight (8) weeks of work prior to the holiday week or date of hire whichever is applicable.

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

11.4 An employee shall not be deprived of holiday pay if he is absent from work his last scheduled working day preceding and/or his next scheduled working day immediately following the holiday if he is unable to work such scheduled working day for one or more of the reasons specified in subsection 11.4.1, 11.4.2, 11.4.3, 11.4.4, and 11.4.5, provided that the employee has in all other respects qualified for pay for the holiday not worked, including the requirement to work sometime during the week in which the holiday occurs.

11.4.1 Bona fide illness or injury.

11.4.2 Temporary layoff.

11.4.3 Jury duty as defined in Article 14.

11.4.4 Bereavement leave as defined in Article 15.

11.4.5 Other absence from work approved by the Employer at his sole discretion.

11.5 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.

11.5.1 If the qualifications for holiday pay as specified in Sections 11.1 and 11.1.2 are met by the employee and he works thirty-two (32) or more hours in the holiday week, he shall receive eight (8) hours of holiday pay.

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11.6 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. If the employee is absent more than two (2) scheduled days, such verification must be presented prior to return to work, provided the Employer has given the employee reasonable advance notice.

11.7 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 days per week, totaling at least 44 hours per week. In the case of the employee's personal holiday, the week in which the personal holiday is observed shall be considered as the holiday.

11.7.1 (Meat only) In a holiday week, either thirty-two (32) straight-time hours or forty (40) straight-time hours worked shall constitute a week's work. If an employee works thirty-two (32) or more hours in a holiday week, they shall receive eight (8) hours of holiday pay.

11.8 (Clerks only) Employees who qualify for holiday pay as specified in Section 11.2 of this Article shall be paid time and one-half (1-1/2) in addition to such holiday pay for work performed on holidays named in Section 11.1 of this Article. Employees who do not qualify for holidays pursuant to Section 11.2 of this Article shall receive time and one-half (1-1/2) for work performed on such holidays; provided, this shall not apply to the employee's personal holiday.

11.9 (Meat only) Employees scheduled to work on a holiday shall be on a voluntary basis. If the Employer is unable to obtain sufficient qualified volunteers, then he shall assign such work on an inverse seniority basis.

11.9.1 (Meat and Grocery) Work on Christmas Day shall be on a voluntary basis, however, if there are insufficient volunteers, employees shall be scheduled on an inverse seniority basis.

11.10 (Meat only) Current employees working on a holiday shall be paid at the rate of time and three quarters (1-3/4) in addition to their holiday pay; provided this shall not apply to the employee's three (3) personal holidays. Employees hired on or after April 3, 2011, shall be paid time and one-half (1½) the straight-time wage rate for work performed on the holiday.

ARTICLE 12 - PAID VACATIONS (Clerks only)

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

<u>Hours Worked</u>	<u>Hours of Paid Vacation</u>
800 to 1200	20
1200 to 1600	24
1600 to 2080	32
2080 or more	40

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

<u>Hours Worked</u>	<u>Hours of Paid Vacation</u>
800 to 1200	40
1200 to 1600	48
1600 to 2080	64
2080 to 2288	80
2288 to 2496	88
2496 or more	96

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

<u>Hours Worked</u>	<u>Hours of Paid Vacation</u>
800 to 1200	60
1200 to 1600	72
1600 to 2080	96
2080 to 2288	120
2288 to 2496	132
2496 or more	144

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

<u>Hours Worked</u>	<u>Hours of Paid Vacation</u>
800 to 1200	80
1200 to 1600	96
1600 to 2080	128
2080 to 2288	160
2288 to 2496	176
2496 or more	192

12.5 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 Sections 12.1, 12.2, 12.3 and 12.4 of this Article shall be applied so that working time lost up to a maximum of one hundred sixty (160) hours due to verified cases of sickness or

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accident, (in addition to vacation and holiday time off earned and taken by the employee) shall be counted as time worked.

12.6 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 employment and prior to their next anniversary date of employment 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 employment at the following rates for each full one hundred (100) hours worked: After the first (1st) to the fifth (5th) anniversary date, four (4) hours' vacation pay; after the fifth (5th) to the twelfth (12th) anniversary date, six (6) hours' vacation pay; and, after the twelfth (12th) anniversary date, eight (8) hours' vacation pay.

12.7 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.

12.8 Employees whose vacations are scheduled during a holiday week shall receive holiday pay provided for under the terms of Article 12 of this Agreement in addition to vacation pay.

12.9 The Employer agrees to pay earned vacation pay prior to vacation if requested by the employee on a timely basis.

12.10 All vacations shall be scheduled by seniority and all weeks of vacation may be taken separately or consecutively (up to three (3) weeks)

ARTICLE 13 - VACATIONS (Meat only)

13.1 Employees on the first (1st) anniversary date of their employment (after the first year of continuous employment) shall be entitled to a vacation with pay based upon the number of hours worked in the preceding twelve (12) months at the hourly rate in effect at the time the vacation is paid, as follows:

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

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

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

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

<u>Hours Worked</u>	<u>Hours of Paid Vacation</u>
1000 to 1200	60
1200 to 1600	72
1600 to 2000	96
2000 to 2288	120
2288 to 2496	132
2496 or more	144

13.4 Employees on the twelfth (12th) and each subsequent anniversary date of their employment (after the twelfth (12th) and each subsequent year of continuous employment) shall be entitled to vacation with pay at the hourly rate in effect at the time vacation is paid and based upon the number of hours worked in the preceding twelve (12) months as follows:

<u>Hours Worked</u>	<u>Hours of Paid Vacation</u>
1000 to 1200	80
1200 to 1600	96
1600 to 2000	128
2000 to 2288	160
2288 to 2496	176
2496 or more	192

13.5 Regular 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 employment and prior to their next anniversary date of employment shall be entitled to vacation pay at their straight-time hourly rate based upon the number of straight-time hours worked since the last anniversary date of their employment at the following rates for each full one hundred (100) hours worked: After the first (1st) to the fifth (5th) anniversary date, four (4) hours' vacation pay; after the fifth (5th) to the twelfth (12th) anniversary date, six (6) hours' vacation pay; and after the twelfth (12th) anniversary date, eight (8) hours' vacation pay.

13.6 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,

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employee, and the Union, this provision may be waived. Only two (2) weeks of a three (3) or four (4) week vacation need be consecutive, but this does not preclude more than two (2) consecutive weeks off by mutual agreement between the Employer and the employee.

13.7 Employees whose vacations are scheduled during a holiday week shall receive holiday pay provided for under the terms of Article 11, Section 11.2 of this Agreement in addition to vacation pay.

13.8 It is hereby understood and agreed that in computing "Hours of Paid Vacation" for full-time employees (employees who regularly appear on the payroll for forty (40) hours or more per week), the terms of Article 13, Sections 13.1, 13.2, 13.3 and 13.4 shall be applied so that working time lost up to a maximum of one hundred sixty (160) hours due to verified cases of sickness or accident shall be counted as time worked. In determining the number of hours of paid vacation to which an employee is entitled, there shall be no deduction from his bank of hours due to absence from work because of vacation or holiday time earned and taken under this Agreement.

13.9 Earned vacation must be taken within twelve (12) months of the employee's anniversary date.

13.10 Vacation hours for continuing employees shall be considered hours worked for the purpose of establishing eligibility under the Washington Meat Industry Welfare Trust and the Washington Meat Industry Pension 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 the vacation time from work.

ARTICLE 14 - JURY DUTY PAY

14.1 After one (1) year of service, employees who are regularly employed twenty (20) hours or more per week who are taken from their work for jury service in the Municipal, County, State or Federal Court shall be reimbursed for their loss of wages while actually performing such jury service, provided the employee complies with the following requirements:

a. He shall notify the Employer promptly upon receipt of a call for jury duty.

b. When he reports for jury duty and is excused by the court, he shall report as soon as possible to the Employer for the purpose of working the balance of the day. Employees who have served a full day as juror, and who are scheduled to commence work after 5:00 P.M., shall not be required to report to work that day. 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. If his regular job is not available, he shall perform such other duties as may be assigned by the Employer.

14.1.1 Witness Duty - Employees required to appear in court or in legal proceedings on behalf of the Employer during unscheduled hours, shall receive compensation at their regular

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straight-time hourly rate of pay only for the time spent in making such appearance, less any witness fees received. No other provisions of this Agreement shall apply to this Section.

14.1.2 If an employee is required to appear on behalf of the Employer during regular scheduled hours, he/she shall receive compensation at their regular straight-time hourly rate of pay for time spent in making such appearance, less any witness fees received. In this event, these hours will be considered compensable hours under the terms of this Agreement.

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

ARTICLE 15 - BEREAVEMENT LEAVE

15.1 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 for death in the immediate family as defined below. 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, vacation, or any other day in which the employee would not, in any event, have worked. Scheduled days off will not be changed to avoid payment of bereavement leave. Bereavement leave shall be paid for at the employee's regular straight-time hourly rate. Immediate family shall be defined as spouse, son, daughter, mother, father, brother, sister, step-children, current step-mother, current step-father or domestic partner or relatives living with the employee, mother-in-law, father-in-law (existing spouse), grandchildren and grandparents.

ARTICLE 16 - SICK LEAVE

16.1 Employees, during each twelve (12) months following their last date of employment, (after the first and each succeeding year of continuous employment with the 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.

16.2 Sick leave pay shall be accrued by an employee depending upon the number of straight-time hours worked by the employee with the Employer in each twelve (12) months as follows:

<u>Hours Worked</u>	<u>Hours of Sick Leave Pay</u>
1248 to 1679	24
1680 to 1999	32
2000 or more	40

16.3 Sick leave pay, to the extent it has been earned, shall begin on the third (3rd) normally scheduled working day of illness or injury-off-the-job or the first (1st) normally scheduled working day, if the employee is hospitalized on such first (1st) normally scheduled working day,

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shall continue for each normally scheduled working day of illness thereafter, and shall be in an amount per day equal to the average number of straight-time hours worked per day by the employee during the past twelve (12) months; provided 1) the daily total of sick leave pay under this Article and disability payments provided by the Health and Welfare Plan shall not exceed the current regular straight-time rate for the employee's average hours up to eight (8) hours per day; and 2) not more than five (5) days sick leave pay shall be required in any one workweek. For the purposes of this article, disabling outpatient surgery will be treated as hospitalization.

16.3.1 For Grocery Clerks Only: Sick leave pay shall begin on the (1st) normally scheduled working day, or if the employee has a full sick leave bank (160 hours).

16.4 Sick leave pay shall be cumulative from year to year, but not to exceed a maximum of one hundred and sixty (160) hours. Sick leave pay must be earned by employment with the Employer.

16.5 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. If the employee is absent more than two (2) scheduled days, such verification must be presented prior to the employee's return to work, provided the Employer has given reasonable advance notice.

16.5.1 The Employer agrees that it will not automatically require doctor's notes when employees call in sick.

16.6 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.

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

16.8 (Meat only) Employees injured on the job shall be paid for remainder of their shift if unable to return to work, as medically verified.

16.9 FAMILY LEAVE - 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 16.1 through 16.7 above.

ARTICLE 17 - HEALTH AND WELFARE PLAN

17.1 The Employer and the Union agree to be bound by the terms and provisions of that certain Trust Agreement creating the Sound Health & Wellness Trust, initially executed June 18, 1957, and all subsequent revisions or amendments thereto. The Employer accepts as his

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representatives for the purpose of this Trust Fund, the Employer Trustees serving on the Board of Trustees of said Trust Fund and their duly appointed successors. The Employer and the Union also agree to be bound by the terms of the parties' Health & Welfare and Pension Agreement and by all subsequent revisions or amendments thereto.

17.2 The Employer party to this Agreement shall continue to pay on a per compensable hour basis (maximum of one hundred and seventy-three (173) hours per calendar month per employee) into the Sound Health & Wellness Trust for the purpose of providing the employees with hospital, medical, surgical, vision, group life, accidental death and dismemberment, weekly indemnity benefits and dental benefits in accordance with the contribution rates and related provisions established by the separate Health and Welfare Agreement between Allied Employers, Inc. and various Local Unions dated April 1, 1977, and as subsequently amended.

17.3 The details of the benefit programs, including a description of exact benefits to be provided, and the rules under which employees and their dependents shall be eligible for such benefits, shall be determined by the Trustees of the Sound Health & Wellness Trust in accordance with the terms and provisions of the Trust Agreement creating the Trust, dated June 18, 1957, and as may be subsequently amended.

17.4 The contribution referred to shall be computed monthly and the total amount due for each calendar month shall be remitted in a lump sum not later than twenty (20) days after the last day of the month in which the contributions were earned.

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

ARTICLE 18 - RETIREMENT PROGRAM (Clerks Only)

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

The Employer and the Union agree to be bound by the terms and provisions of that certain Trust Agreement creating the Sound Retirement Trust (formerly Retail Clerks Pension Trust Fund), dated January 13, 1966, and as subsequently amended. Further, each Employer Trustee will be appointed by Allied Employers, Inc. to serve on the Board of Trustees of said Trust fund and their duly appointed successors. The Employer and the Union also agree to be bound by the terms of the parties' Health & Welfare and Pension Agreement. At such time as the Kroger

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transfer to the UFCW Consolidated Fund is complete and all the terms of the Kroger Pension Agreement have been met, Kroger will no longer participate in the Sound Retirement Trust.

18.2 Employer Contributions:

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

	Grocery Clerks	Deli Service, Bakery Sales, and Non-Food	Helper Clerks, Courtesy Clerks, and Courtesy Clerks II
Base	\$0.45	\$0.30	\$0.25
Pre-PPA Suppl.^	\$0.10	\$0.10	\$0.10
Past Rehab Incr.	\$0.764	\$0.764	\$0.764
Current Total:	\$1.314	\$1.164	\$1.114
Rehab Plan Increases This Term:			
Jan. 2021 hours (+\$0.106)	\$1.420	\$1.270	\$1.220
Jan. 2022 hours (+\$0.106)	\$1.526	\$1.376	\$1.326
Jan. 2023 hours (+\$0.106)	\$1.632	\$1.482	\$1.432

^ The pre-PPA supplemental contribution is based on the parties’ pension agreement.

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

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

18.4 The contribution referred to in Article 18 shall be computed monthly (with a maximum of one hundred and seventy-three (173) hours per calendar month per employee) and the total amount due for each calendar month shall be remitted in a lump sum not later than twenty (20) days after the last day of the month.

18.4.1 Notwithstanding the foregoing Article, the Board of Trustees of the Sound Retirement Trust shall have the authority to establish and enforce a method for reporting contributions on an accounting period basis, rather than a calendar month basis. In such a case, the one hundred and seventy-three (173) hour maximum shall be appropriately adjusted, as

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directed by the Trustees, provided that in no event, shall the Employer's total obligation be different than what it would have been on a calendar month basis. Further, the total contributions due for each approved accounting period shall be remitted in a lump sum not later than twenty (20) days after the end of the accounting period.

18.5 The provisions of Article 23.6 of this Agreement shall in no way apply to or affect the Employer's obligation to pay contributions to this Trust Fund.

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

ARTICLE 19 - RETIREMENT PROGRAM (Meat only)

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

19.2 Employer Contributions:

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

	Meat Cutters & Wrappers	Service Counter
Base	\$0.45	\$0.18
Past Rehab Incr.	\$0.01	\$0.01
Current Total:	\$0.46	\$0.19

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

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

19.4 The Union shall have the right to defer any contractual Journey person wage increase arising during this contract into the Pension Plan. The Union shall decide whether and for how long such deferral will last. Such additional contribution shall go to deficit reduction, and not to increase the benefit credit. The details of the deferral are subject to review and approval by the trustees and trust counsel.

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19.5 The contributions referred to in Article 19 shall be computed monthly (with a maximum of one hundred and seventy-three (173) hours per calendar month per employee).

19.6 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.

19.7 Vacation hours for continuing employees shall be reported and corresponding contributions paid in accordance with Article 13.

19.8 Pension Protection Act (“PPA”). This Agreement is to be subject to the 2018 Plan Year Rehabilitation Plan adopted by the Sound Retirement Trust Board of Trustees, as revised December 5, 2019.

ARTICLE 20 - GENERAL CONDITIONS

20.1 It is expressly understood that employees receiving more than the minimum compensation or doing more favorable working conditions than provided for in this Agreement shall not suffer by reason of signing or adoption; 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 reduce the same to the minimum herein prescribed without the consent of the Union.

20.2 (Clerks only) All aprons and uniforms required by the Employer shall be furnished and kept in repair by the Employer and, except where the garment is of drip-dry material, the Employer shall pay for the laundering of same.

20.3 (Meat only) The Employer shall bear the expense of furnishing and laundering aprons, shop coats and smocks for all employees under this Agreement. If the Employer requires employees to wear uniforms or other type of apparel, the Employer shall bear the expense of furnishing a minimum of three (3) per employee. Where the apparel is of a drip-dry fabric, the employee shall launder his or her own. Worn or damaged uniforms shall be replaced in a timely manner. Tools shall be sharpened at the Employer's expense.

20.4 All employees shall be covered by Industrial Insurance and Medical Aid under the provisions of the Workmen's Compensation Act of the State of Washington, or guaranteed equal coverage.

20.5 In the event any employee covered by this Agreement shall be called or conscripted for any 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

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being honorably discharged from such military service, current federal law to govern at time of application.

20.6 The Union agrees to issue a Union Store Card and/or window decals to the Employer. Such Union Store Cards and decals are and shall remain the property of the United Food & Commercial Workers International, and the Employer agrees to surrender said Union Store Cards and/or decals to an authorized representative of the Union on demand in the event of proven failure by the Employer to observe the terms of this Agreement. The Employer shall display such Union Store Cards and/or decals in conspicuous areas accessible to the public, in each establishment covered by this Agreement.

20.7 (Clerks only) If any employee is required to travel from one place to another during the course of the performance of the day's work, said employee shall be compensated for such time and for any legitimate expenses incurred. Such employees shall be reimbursed for public transportation expense if used, or be granted mileage allowance at the IRS allowable rate per mile, if the employee provides the vehicle to be used.

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

20.9 After first contacting the Employer or his representative, the Business Representative of the Union shall be allowed access to the stores to investigate the working conditions to see that this Agreement is in full force and effect, providing that all contacts will be handled so as to not interfere with the employee's duties or with service to the customers.

20.10 It is agreed that the Employer party to this Agreement shall install in each market by July 1, 1982, "CAL RODS", mechanical cutters, or other similar devices applying to wrapping machines.

20.11 The Employer shall furnish to the Union on written request, a copy of the payroll records of all bargaining unit employees, but not more than one (1) payroll record need be furnished during a twelve (12) month period.

20.12 (Clerks Only) 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.

20.13 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 suffers an on-the-job injury. An employee who tests positive shall be entitled to have a second test performed using a different disclosure method to verify the accuracy of the test results. Time spent in such testing shall be on Company time; however, any employee refusing to submit to a drug or alcohol test shall be

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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.

ARTICLE 21 - NON-DISCRIMINATION

21.1 The parties to this Agreement acknowledge their responsibilities under Title VII of the CIVIL RIGHTS ACT of 1964 and the AGE DISCRIMINATION IN EMPLOYMENT ACT of 1967, and do hereby agree not to discriminate on the basis of race, color, religion, sex, national origin or age.

21.2 Where masculine or feminine gender has been used in any job classification or in any provision of this Agreement, 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 of any other provision.

ARTICLE 22 - STRIKES AND LOCKOUTS

22.1 During the life of this Agreement, the Union agrees not to engage in any strike or stoppage of work and the Employer agrees not to engage in any lockout. It shall not be a cause for discharge or discipline and it shall not be a violation of this Agreement for any employee to refuse to cross a primary labor union picket line at the Employer's premises which has been established to support a legal strike, provided the picket line is approved by United Food and Commercial Workers Local No. 21.

ARTICLE 23 - GRIEVANCE AND ARBITRATION PROCEDURE

23.1 All matters pertaining to the proper application and interpretation of this Agreement or any dispute or grievance arising hereunder shall be adjusted by the accredited representative of Allied Employers, Inc., and the accredited representative of the Union.

23.1.1 In cases where it is concluded that an employee has been improperly discharged, the arbitrator may reinstate the improperly discharged employee. The arbitrator may not render an award which requires the Employer to pay an improperly discharged or suspended employee for time that the employee has not actually worked in excess of the wage and benefits the employee would have earned had he worked his normal schedule during the one hundred and eighty (180) calendar days immediately following the date of discharge or suspension.

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

23.2 In the event of the failure of these parties to reach a satisfactory adjustment, the matter shall be referred in writing for final adjustment to a Labor Relations Committee consisting of two (2) Employer members and two (2) Union members. The decision of the Labor Relations Committee shall be final and binding on all parties.

23.3 In the event the Labor Relations Committee is unable to resolve the dispute within thirty (30) days, excluding weekends and holidays, it shall be referred to an impartial arbitrator whose

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decision shall be final and binding upon the parties; provided, however, that nothing herein contained shall empower the arbitrator to add to, delete from or otherwise modify the terms of this Agreement. All grievances or disputes submitted to arbitration shall constitute a properly arbitrable issue under this Agreement and shall not be based on any issue or contention by either party which is contrary to the terms of this Agreement, or which involves the determination of a subject matter not covered by this Agreement.

23.4 Whenever it becomes necessary to select an impartial arbitrator as required by this Article, the Labor Relations Committee shall endeavor to make such selection by mutual agreement. In the event of failure to agree, the parties shall select an arbitrator by taking turns striking names off the list of the following permanent panel:

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

The arbitrator's Decision and Award shall be final and binding upon both parties to this Agreement and shall be rendered within thirty (30) days from the close of the arbitration hearing or the arbitrator's receipt of the post-hearing briefs, whichever is later. If the arbitrator does not render his Decision within said thirty (30) days, neither party will be required to compensate the arbitrator. The arbitrator should be made aware of the requirements of this provision at the time of selection.

23.5 Payment of the arbitrator's fee shall be borne by the losing party. The parties agree that the arbitrator has the authority to determine appropriate prorations of this cost in the event of a split Decision and Award.

23.6 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 where report of a grievance has been suppressed through coercion by the Employer. In the event the claim is one for a pay shortage, any such claim shall be limited to such pay shortage, if any, occurring within the sixty (60) day period immediately preceding the date upon which the Employer received notice in writing of the claim. In cases involving discharge, the grievance must be filed in writing within fifteen (15) days from the date of the discharge.

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23.7 Where there is an automatic wage bracket adjustment (failure to progress the employee in the classification in accordance with the hours worked formula of Appendix "A") due under the terms of Appendix "A", the period of adjustment will be one (1) year from the date the grievance was filed in writing.

ARTICLE 24 - DISCHARGE AND SUSPENSION

24.1 (Meat only) The Employer reserves the right to discharge or discipline any employee for just cause. After an employee has acquired seniority, 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, dishonesty or such other misconduct which is so serious in nature as to justify discharge without written warning.

24.1.1 No one shall be discharged during or immediately following an illness or accident, except as provided in section 24.1 above, provided the employee is able to return to work within twelve (12) months and is able to perform all required duties.

24.2 (Clerks only) No employee shall be disciplined or discharged except for just cause; provided, however, that the Employer shall be the judge of the competency and qualifications of his employees and shall make such judgment fairly. The Employer's judgment is subject to review by an Arbitrator.

24.3 There exists one ninety (90) calendar day probationary period for new employees. If an employee is terminated during this probationary period, such terminations are not subject to Article 23 of this Agreement. This ninety (90) day period shall be extended by the amount of time the employee is absent from or unavailable for work due to medical reasons during the probationary period. The Employer must notify both the employee and the Union in writing, prior to the completion of the probationary period, of their intent to extend the probationary period.

24.4 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.

ARTICLE 25 - TECHNOLOGICAL CHANGES (Clerks only)

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

ARTICLE 26 - NEW METHODS (Meat only)

26.1 Sixty (60) days prior to the introduction of any new methods of operation into the bargaining unit that would create the need for a new work classification and rate of pay for such new classification, the Employer shall notify the Union of any such new methods, including a description of work being performed and the wage rate assigned. Any question as to the

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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 23 of this Agreement. If, through the procedure as set forth in Article 23, it is determined that the wage rate assigned by the Employer should be adjusted, such adjustment shall be retroactive to the date that such new method is put into effect.

ARTICLE 27 - SEPARABILITY

27.1 It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses and phrases of this Agreement are separable and if any phrase, clause, sentence, paragraph or section of this Agreement shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction because of the conflict with any Federal or Washington State law, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement and the balance of this Agreement shall continue in full force and effect. The parties hereto agree that substitute provisions conforming to such judgment and decree shall be incorporated into this Agreement within thirty (30) days thereafter.

ARTICLE 28 - WORKPLACE SAFETY

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

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

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

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

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

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

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28.5 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.

28.6 The Company and Union agree that the Employer is responsible for maintaining a sound safety program and its employees are responsible for adhering to the safety program.

ARTICLE 29 - TERM OF AGREEMENT

29.1 This Agreement shall be in full force and effect from and after April 12, 2020 through April 8, 2023, at which time it shall be automatically renewed for a period of one (1) year from said date, and thereafter for each year upon each anniversary of said date without further notice; provided, however, that either party may open this Agreement for the purpose of discussing a revision no later than sixty (60) days prior to said expiration date of each anniversary thereof upon written notice being served upon either party by the other.

IN WITNESS WHEREOF, we attach our signatures:

ALLIED EMPLOYERS, INC.
For and on behalf of
FRED MEYER, INC.

UNITED FOOD AND COMMERCIAL
WORKERS LOCAL NO. 21

DocuSigned by:
Scott Klitzke Powers 5/14/2021
743EA4114A26486...

Scott Klitzke Powers Date
President

DocuSigned by:
Faye Guenther 5/24/2021
3A24D5BA7E78477...

Faye Guenther Date
President

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Courtesy Clerk II								
Thereafter	13.70	16.44	13.89	16.67				
1 st 1040 hrs.	13.60	16.32	13.79	16.55				

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

For employees hired on or after April 3, 2011:

Classifications	Current		4/12/20		4/11/21[^]		4/10/22[^]	
	Regular	Sunday	Regular	Sunday	Regular	Sunday	Regular	Sunday
Sr. Journeyperson*	\$20.85	\$21.85	\$21.40	\$22.40	\$21.95	\$22.95	\$22.50	\$23.50
Journeyperson	20.60	21.60	21.15	22.15	21.70	22.70	22.25	23.25
	Current		1/1/21[^]		1/1/22[^]		1/1/23[^]	
	Regular	Sunday	Regular	Sunday	Regular	Sunday	Regular	Sunday
Next 520 hrs.	14.30	15.30	14.49	15.49				
Next 1040 hrs.	14.20	15.20	14.39	15.39				
Next 1040 hrs.	14.10	15.10	14.29	15.29				
Next 1040 hrs.	14.00	15.00	14.19	15.19				
Next 1040 hrs.	13.90	14.90	14.09	15.09				
Next 1040 hrs.	13.80	14.80	13.99	14.99				
Next 1040 hrs.	13.70	14.70	13.89	14.89				
1 st 1040 hrs.	13.60	14.60	13.79	14.79				
Helper Clerk								
Thereafter	13.80	14.80	13.99	14.99				
Next 1040 hrs.	13.70	14.70	13.89	14.89				
1 st 520 hrs.	13.60	14.60	13.79	14.79				
Courtesy Clerk								
Thereafter	13.80	14.80	13.99	14.99				
Next 1040 hrs.	13.70	14.70	13.89	14.89				
1 st 520 hrs.	13.60	14.60	13.79	14.79				
Courtesy Clerk II								
Thereafter	13.70	14.70	13.89	14.89				
1 st 1040 hrs.	13.60	14.60	13.79	14.79				

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

* This classification of employee shall not be required in a store wherein less than a total of one hundred (100) man-hours are worked in a payroll week by the unit of employees covered by this Agreement. When a total of one hundred (100) man-hours are worked in a payroll week by the unit of employees covered by this Agreement, then one (1) of such employees shall be classified and compensated by the Employer as a Senior Journeyperson. For each additional two hundred (200) man-hours worked in such week by the unit of employees covered by this Agreement, one (1) additional employee shall be classified and compensated as a Senior Journeyperson. Senior Journeypersons shall be employees normally working full time.

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NON-FOOD CLERKS

For employees hired prior to April 3, 2005: The progression step hours were not printed, however they still exist for employees that were hired prior to 2005 that transfer between Appendices.

For employees hired on or after April 3, 2005, but before April 3, 2011:

Classifications	Current		4/12/20		4/11/21 [^]		4/10/22 [^]	
	Regular	Sunday	Regular	Sunday	Regular	Sunday	Regular	Sunday
Sr. Journey person	\$16.62	\$19.94	\$17.22	\$20.66	\$17.82	\$21.38	\$18.42	\$22.10
Journey person	16.35	19.62	16.95	20.34	17.55	21.06	18.15	21.78
	Current		1/1/21 [^]		1/1/22 [^]		1/1/23 [^]	
	Regular	Sunday	Regular	Sunday	Regular	Sunday	Regular	Sunday
Next 520 hrs.	14.30	17.16	14.49	17.39				
Next 1040 hrs.	14.20	17.04	14.39	17.27				
Next 1040 hrs.	14.10	16.92	14.29	17.15				
Next 1040 hrs.	14.00	16.80	14.19	17.03				
Next 1040 hrs.	13.90	16.68	14.09	16.91				
Next 1040 hrs.	13.80	16.56	13.99	16.79				
Next 1040 hrs.	13.70	16.44	13.89	16.67				
1 st 1040 hrs.	13.60	16.32	13.79	16.55				

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

For employees hired on or after April 3, 2011:

Classifications	Current		4/12/20		4/11/21 [^]		4/10/22 [^]	
	Regular	Sunday	Regular	Sunday	Regular	Sunday	Regular	Sunday
Sr. Journey person	\$16.62	\$17.62	\$17.22	\$18.22	\$17.82	\$18.82	\$18.42	\$19.42
Journey person	16.35	17.35	16.95	17.95	17.55	18.55	18.15	19.15
	Current		1/1/21 [^]		1/1/22 [^]		1/1/23 [^]	
	Regular	Sunday	Regular	Sunday	Regular	Sunday	Regular	Sunday
Next 520 hrs.	14.30	15.30	14.49	15.49				
Next 1040 hrs.	14.20	15.20	14.39	15.39				
Next 1040 hrs.	14.10	15.10	14.29	15.29				
Next 1040 hrs.	14.00	15.00	14.19	15.19				
Next 1040 hrs.	13.90	14.90	14.09	15.09				
Next 1040 hrs.	13.80	14.80	13.99	14.99				
Next 1040 hrs.	13.70	14.70	13.89	14.89				
1 st 1040 hrs.	13.60	14.60	13.79	14.79				

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

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BAKERY SALES CLERKS

For employees hired prior to April 3, 2005: The progression step hours were not printed, however they still exist for employees that were hired prior to 2005 that transfer between Appendices.

For employees hired on or after April 3, 2005, but before April 3, 2011:

Classifications	Current		4/12/20		4/11/21 [^]		4/10/22 [^]	
	Regular	Sunday	Regular	Sunday	Regular	Sunday	Regular	Sunday
Head Bakery Sales	\$16.60	\$19.92	\$17.20	\$20.64	\$17.80	\$21.36	\$18.40	\$22.08
Journeyman	16.35	19.62	16.95	20.34	17.55	21.06	18.15	21.78
	Current		1/1/21 [^]		1/1/22 [^]		1/1/23 [^]	
	Regular	Sunday	Regular	Sunday	Regular	Sunday	Regular	Sunday
Next 520 hrs.	14.30	17.16	14.49	17.39				
Next 1040 hrs.	14.20	17.04	14.39	17.27				
Next 1040 hrs.	14.10	16.92	14.29	17.15				
Next 1040 hrs.	14.00	16.80	14.19	17.03				
Next 1040 hrs.	13.90	16.68	14.09	16.91				
Next 1040 hrs.	13.80	16.56	13.99	16.79				
Next 1040 hrs.	13.70	16.44	13.89	16.67				
1 st 1040 hrs.	13.60	16.32	13.79	16.55				

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

For employees hired on or after April 3, 2011:

Classifications	Current		4/12/20		4/11/21 [^]		4/10/22 [^]	
	Regular	Sunday	Regular	Sunday	Regular	Sunday	Regular	Sunday
Head Bakery Sales	\$16.60	\$17.60	\$17.20	\$18.20	\$17.80	\$18.80	\$18.40	\$19.40
Journeyman	16.35	17.35	16.95	17.95	17.55	18.55	18.15	19.15
	Current		1/1/21 [^]		1/1/22 [^]		1/1/23 [^]	
	Regular	Sunday	Regular	Sunday	Regular	Sunday	Regular	Sunday
Next 520 hrs.	14.30	15.30	14.49	15.49				
Next 1040 hrs.	14.20	15.20	14.39	15.39				
Next 1040 hrs.	14.10	15.10	14.29	15.29				
Next 1040 hrs.	14.00	15.00	14.19	15.19				
Next 1040 hrs.	13.90	14.90	14.09	15.09				
Next 1040 hrs.	13.80	14.80	13.99	14.99				
Next 1040 hrs.	13.70	14.70	13.89	14.89				
1 st 1040 hrs.	13.60	14.60	13.79	14.79				

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

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SNACK BAR, TAKE-OUT FOOD AND SERVICE DELICATESSEN DEPARTMENT CLERK

For employees hired prior to April 3, 2005: The progression step hours were not printed, however they still exist for employees that were hired prior to 2005 that transfer between Appendices.

For employees hired on or after April 3, 2005, but before April 3, 2011:

Classifications	Current		4/12/20		4/11/21 [^]		4/10/22 [^]	
	Regular	Sunday	Regular	Sunday	Regular	Sunday	Regular	Sunday
Head Sales	\$16.55	\$17.38	\$17.15	\$18.01	\$17.75	\$18.64	\$18.35	\$19.27
Journey person	16.35	17.33	16.95	17.97	17.55	18.60	18.15	19.24
	Current		1/1/21 [^]		1/1/22 [^]		1/1/23 [^]	
	Regular	Sunday	Regular	Sunday	Regular	Sunday	Regular	Sunday
Next 520 hrs.	14.30	16.45	14.49	17.39				
Next 1040 hrs.	14.20	16.33	14.39	17.27				
Next 1040 hrs.	14.10	16.22	14.29	17.15				
Next 1040 hrs.	14.00	16.10	14.19	17.03				
Next 1040 hrs.	13.90	15.99	14.09	16.91				
Next 1040 hrs.	13.80	15.87	13.99	16.79				
Next 1040 hrs.	13.70	15.76	13.89	16.67				
1 st 1040 hrs.	13.60	15.64	13.79	16.55				

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

For employees hired on or after April 3, 2011:

Classifications	Current		4/12/20		4/11/21 [^]		4/10/22 [^]	
	Regular	Sunday	Regular	Sunday	Regular	Sunday	Regular	Sunday
Head Sales	\$16.55	\$17.38	\$17.15	\$18.01	\$17.75	\$18.64	\$18.35	\$19.27
Journey person	16.35	17.33	16.95	17.97	17.55	18.60	18.15	19.24
	Current		1/1/21 [^]		1/1/22 [^]		1/1/23 [^]	
	Regular	Sunday	Regular	Sunday	Regular	Sunday	Regular	Sunday
Next 520 hrs.	14.30	15.30	14.49	15.49				
Next 1040 hrs.	14.20	15.20	14.39	15.39				
Next 1040 hrs.	14.10	15.10	14.29	15.29				
Next 1040 hrs.	14.00	15.00	14.19	15.19				
Next 1040 hrs.	13.90	14.90	14.09	15.09				
Next 1040 hrs.	13.80	14.80	13.99	14.99				
Next 1040 hrs.	13.70	14.70	13.89	14.89				
1 st 1040 hrs.	13.60	14.60	13.79	14.79				

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

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Courtesy Clerks

Courtesy Clerks shall not work as checkers. Not more than twenty percent (20%) of the total man-hours worked by employees in the bargaining unit shall be employed in this classification. (Excluding unit hours worked in Meat, Service Deli and Bakery Sales Departments). All hours exceeding such 20% shall be paid for at the 1st Step rate. All hours compensated for at the 1st Step rate shall be accumulative in determining length of service wage adjustments.

If a Courtesy Clerk is promoted to Apprentice Grocery Clerk by the Employer, the employee shall be credited with one-half (1/2) of all hours worked for the Employer up to a maximum of 1040 hours.

Courtesy Clerks shall be given the first opportunity for consideration to be progressed to Beginner Clerk before hiring new employees.

***Helper Clerk Option

1. The Employer shall have the option, by store, of utilizing the Helper Clerk and Courtesy Clerk II classifications. If the Employer elects to use these classifications, then the Helper Clerk limitation for that store shall be reduced from 20% to 12%.

2. In the event the Employer elects to utilize the Helper Clerk/Courtesy Clerk II option, the Union shall be notified in writing and the following shall apply:

a. All current Courtesy Clerks shall be promoted to the Helper Clerk wage rate with credit for all hours previously worked as a Courtesy Clerk.

b. The 12% limit on Helper Clerk bargaining unit hours and Courtesy Clerk job duties shall apply from date of implementation.

c. The Employer shall designate the current employees that will be paid at the Helper Clerk wage rate but will be limited to Courtesy Clerk duties.

d. Any new hire Courtesy Clerks will be compensated at the Courtesy Clerk rate of pay.

3. There shall be two separate classifications, Courtesy Clerk II and Helper Clerk, whose hourly rates shall be as outlined in Appendix "A". At the time of hiring, the Employer shall notify the Union and the employee of each respective clerk's classification.

4. Duties: Courtesy Clerk II - An employee 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. Cleanup in and around the store so long as the cleanup does not result in the handling of any merchandise, except in the event of spillage, and in that event merchandise may be moved in conjunction with the cleanup.

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- c. Collect and line up shopping carts and return them to the store from the parking lot.
 - d. Stock the bags in the checkstands.
 - e. Collect bottles, take them to the designated area, and sort them.
 - f. Change the reader board.
 - g. Return merchandise from the checkstand area to its display area.
 - h. Verify prices.
 - i. Pull cardboard.
 - j. Water plants and flowers.
 - k. Cover produce and frozen food cases.
5. Duties: Helper Clerk - An employee who may perform all of the duties in the store except checking.
6. Progression: Helper Clerk

At such time as an employee is classified as a "Helper Clerk", such employee shall not again be classified, or paid, as a Courtesy Clerk. Any employee classified as a Helper Clerk who performs any checking shall automatically be advanced to First Step Apprentice and shall not, thereafter, be reduced to Helper Clerk. If a Helper Clerk is promoted to Apprentice Grocery Clerk by the Employer, the employee shall be credited with one-half (1/2) of all hours worked for the same Employer up to a maximum of 1040 hours.

Upon advancement to the appropriate Apprentice Clerk classification, such employees shall be credited for all hours previously compensated for as an Apprentice with the Employer or in accordance with Article 4.1.1 of this Agreement.

Helper Clerks who notify the Employer in writing that they are desirous of a transfer to Appendix "A" progressions shall be provided the first opportunity for available openings over new hires, provided qualifications and ability are equal.

7. Daily Guarantee: Helper Clerks, when scheduled, shall be guaranteed a minimum of two (2) hours' work, or equivalent compensation, Monday through Friday, and four (4) hours' work, or equivalent compensation, on Saturdays, Sundays, and Holidays.
8. Schedules: The classification of each Courtesy Clerk II and/or Helper Clerk shall be shown on the weekly work schedule. The total hours scheduled or worked by the Helper Clerk classification of employment shall not exceed twelve percent (12%) of the total hours scheduled or worked by all bargaining unit employees.

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9. Violations and Penalties - Courtesy Clerk II

Violations

Penalties

a. Courtesy Clerk II performing assigned duties other than those specified in para. 2., a - k.

a. On the first and subsequent violation, the Courtesy Clerk II shall be compensated at the Helper Clerk rate of pay for all hours worked by the employee for that week.

10. Violations and Penalties - Helper Clerk

Violations

Penalties

a. No assigned checking.

a. Automatically advanced to 1st Step Apprentice and shall not, thereafter, be reduced to a Helper Clerk.

b. The total hours scheduled or worked Helper Clerks shall not exceed twelve percent (12%) of the total hours scheduled or worked by all bargaining unit employees.

b. All Helper Clerks shall be compensated by an additional thirty-five cents (35¢) for all hours during such week.

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**APPENDIX “B”
 MEAT CUTTER, MEAT WRAPPER, AND SERVICE COUNTER
 WAGE CLASSIFICATIONS**

All wage increases shall be across the board so that employees paid above scale will receive the wage increases. The exceptions to this rule are: (a) employees being paid an over scale rate due to an increase in the Washington State minimum wage and (b) employees who have transferred into another classification and have had their wage rate frozen at an above scale level.

In no event shall any wage classification be less than ten cents (10¢) per hour above the then current Washington state minimum wage. Each rate will be at least ten cents (10¢) per hour higher than the previous rate in the progression schedule.

Apprentices shall only be employed with the understanding that such Apprentices shall be given every opportunity to learn the trade.

Journeyman Meat Cutters performing Market Manager’s responsibilities for a period of four (4) hours or more shall receive the Market Manager’s rate of pay for all hours involved.

Sunday Premium:

Meat Cutters and Wrappers: For employees hired prior to April 3, 2011, all work performed on Sundays shall be paid at the rate of time and one-third (1/3) of the straight-time hourly rate. Employees hired on or after April 3, 2011, shall receive \$1.00 per hour over the employee’s regular straight-time wage rate for all hours worked on Sunday.

For employees hired before April 3, 2011: The progression step hours were not printed, however they still exist for employees that were hired prior to 2011 that transfer between Appendices.

For employees hired on or after April 3, 2011:

Classifications	Current	4/12/20	4/11/21[^]	4/10/22[^]
Market Manager	\$24.15	\$24.70	\$25.25	\$25.80
Journeyman	23.15	23.70	24.25	24.80
	Current	1/1/21 [^]	1/1/22 [^]	1/1/23 [^]
6 th 6 months	19.70	19.70		
5 th 6 months	18.15	18.15		
4 th 6 months	16.60	16.60		
3 rd 6 months	15.06	15.06		
2 nd 6 months	13.70	13.89		
1 st 6 months	13.60	13.79		

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

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Meat Wrappers

For employees hired prior to April 3, 2005: The progression step hours were not printed, however they still exist for employees that were hired prior to 2005 that transfer between Appendices.

For employees hired on or after April 3, 2005:

Classifications	Current	4/12/20	4/11/21[^]	4/10/22[^]
Journey person	\$20.60	\$21.15	\$21.70	\$22.25
	Current	1/1/21 [^]	1/1/22 [^]	1/1/23 [^]
Next 520 hrs.	14.30	14.49		
Next 1040 hrs.	14.20	14.39		
Next 1040 hrs.	14.10	14.29		
Next 1040 hrs.	14.00	14.19		
Next 1040 hrs.	13.90	14.09		
Next 1040 hrs.	13.80	13.99		
Next 1040 hrs.	13.70	13.89		
1 st 1040 hrs.	13.60	13.79		

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

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SERVICE COUNTER EMPLOYEES

All wage increases shall be across the board so that employees paid above scale will receive the wage increases. The exceptions to this rule are: (a) employees being paid an over scale rate due to an increase in the Washington State minimum wage and (b) employees who have transferred into another classification and have had their wage rate frozen at an above scale level.

In no event shall any wage classification be less than ten cents (10¢) per hour above the then current Washington state minimum wage. Each rate will be at least ten cents (10¢) per hour higher than the previous rate in the progression schedule.

Sunday Premium: Service Counter. For employees hired prior to April 3, 2011, all work performed on Sundays shall be paid at the regular straight-time rate plus two dollars and sixty-seven cents (\$2.67). Employees hired on or after April 3, 2011, shall receive \$1.00 per hour over the employee's regular straight-time wage rate for all hours worked on Sunday.

For employees hired prior to April 3, 2005: The progression step hours were not printed, however they still exist for employees that were hired prior to 2005 that transfer between Appendices.

For employees hired on or after April 3, 2005:

	Current	4/12/20	4/11/21[^]	4/10/22[^]
Lead Service	\$16.90	\$17.50	\$18.10	\$18.70
Journeyman	16.40	17.00	17.60	18.20
	Current	1/1/21[^]	1/1/22[^]	1/1/23[^]
Next 520 hrs.	14.30	14.49		
Next 1040 hrs.	14.20	14.39		
Next 1040 hrs.	14.10	14.29		
Next 1040 hrs.	14.00	14.19		
Next 1040 hrs.	13.90	14.09		
Next 1040 hrs.	13.80	13.99		
Next 1040 hrs.	13.70	13.89		
1 st 1040 hrs.	13.60	13.79		

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

Service Counter Employee Promotion: Meat Service Counter employees who are promoted to another position under Non-Food, Bakery Sales, Snack Bar, Take-out Food, or Service Delicatessen Department shall remain at their current wage rate, but shall be given credit for prior hours of experience towards their new progression.

Meat Service Counter employees who are promoted to a Wrapper position or a position under the Grocery department shall remain at their current wage rate until accumulating 2,080 hours and then shall progress to the next higher rate in the progression and then continue their progression under the Wrapper or the Grocery department progression.

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**LETTER OF UNDERSTANDING #1
GENERAL CONDITIONS**

The following understandings are to be considered appended to the above referenced Agreement:

1. In the event a primary labor union picket line at the Employer's premises is established to support a legal strike, and such picket line has been approved by UFCW Union Local No. 21, Section 22.1 permits the employees covered under our Labor Agreement to refuse to cross such primary labor union picket line, provided, however, if such picket line is removed and thereafter reestablished during the same labor dispute, such picket line will not be considered a sanctioned picket line by UFCW Union Local No. 21.
2. Employees desiring to be considered for permanent individual job openings in their store will indicate their desire by submitting in writing a request for consideration. The notification will remain in force for six months unless withdrawn by the employee. The Employer will not be arbitrary or capricious in considering such employee requests.
3. The Company agrees to notify the Union of the sale and/or closure of a store at least thirty (30) days in advance, whenever practical. Reasons where the thirty (30) days notice is not practical may include but are not limited to lease contingencies, financing arrangements, and/or finalization of the buy/sell arrangements.

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**LETTER OF UNDERSTANDING #
MOST FAVORED NATIONS**

This Understanding is by and between Allied Employers, Inc. on behalf of its member and UFCW Union Local #21 and it should be considered as incorporated by reference as part of the Collective Bargaining Agreement. The Agreement is as follows:

Should the Union at any time after the date of this Agreement enter into a renewal agreement, or any extension thereof, covering any grocery store(s) within the geographic area covered by this Agreement based upon a settlement of new terms negotiated after the date of this Agreement which are more advantageous to such grocery store(s), the Employer party to this Agreement shall be privileged to adopt any such settlement in its entirety, provided the Employer has sent written notice to the Union calling the matter to its attention. (N/A to new store openings.)

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**LETTER OF UNDERSTANDING #
CORPORATE CAMPAIGN**

The Employer signatory hereto and the UFCW Locals, during the negotiations for the Clerks and Meat Cutters Agreement in Puget Sound, believe it has a good faith working relationship 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, UFCW Locals #367 and 21 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 any involved Employer.

It is also recognized that various monies from the Local Unions are paid to 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 this Agreement will not be a violation of this Agreement.

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**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 and initiation fees from the paycheck of those covered employees whose individual written unrevoked authorizations are on file with the Employer and to transmit the amounts so deducted to the Union monthly. Said deduction authorizations shall be in such form as to conform with the 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.
3. Active Ballot Club: For employees who voluntarily authorize a contribution to the UFCW Active Ballot Club political action committee, the Employer agrees to deduct the authorized amount each payroll period on a payroll deduction basis and forward same to the Union monthly.

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**LETTER OF UNDERSTANDING #
SCHEDULED DAYS OFF**

When an employee requests a day off in advance of the schedule being written and the request is granted, the Employer will endeavor to work with the employee so that there is not a reduction in hours because of the request. (This LOU shall not be subject to the grievance procedure).

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**LETTER OF UNDERSTANDING #
GRIEVANCE PROCEDURE**

All parties would benefit from a dispute resolution procedure that is both more timely and more efficient. To that end, the parties agree to the following:

1. All disputes that are resolved at the store level (whether a formal grievance has been filed or not) shall be on a non-precedent basis (unless otherwise expressly stated in writing) and shall not be used by any party in any other situation or procedure regarding another employee or union agent and any manager or supervisor at the store or regional level.
2. The parties should strive to share factual details regarding a grievance (or pre-grievance issue) as early as possible in the process. The filing party should provide as much detail as possible in the original grievance or soon thereafter. The responding party should provide as much detail as possible with its response. This will allow both parties to more effectively investigate and assess the grievance and hopefully resolve the matter short of needing an in-person grievance meeting.
3. Written warnings need not be processed beyond the union filing a grievance in order to preserve the union's right to challenge the warning if it is used as progressive discipline in the future.

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LETTER OF UNDERSTANDING #7
OPTIONAL VOLUNTARY BUYOUT

The parties agree that the Employer may offer voluntary buyout opportunities to employees at any time(s) during the term of this agreement. In the event such voluntary buyouts are offered during the term of this agreement, the Company agrees to provide advance notice to the Union concerning the buyout components, the terms of the offer(s), and the timing of any offering(s), and to allow the Union to attend employee meetings regarding this issue.

LETTER OF UNDERSTANDING #8 SCHEDULING PRACTICES

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

Effective with the first work schedule one hundred and twenty (120) days after the effective date of the Agreement, the following terms shall apply:

1. All employers agree to a Select-A-Schedule process for Bakery, Coffee, Front-End Cashiers, E-Commerce/Click-List, CCK Checkers, and Produce.
2. No later than ten (10) days prior to the start of the workweek, management shall post Select-A-Schedule shifts to be scheduled for that week. Employees shall be allowed to select their schedule from the posted list of shifts for work which they are qualified to perform, in seniority order. No employee shall be allowed to select a schedule that will result in overtime or other penalty provisions, unless expressly authorized by management. The employee's selection shall be recorded on the master work schedule. Employees shall not select only a portion of a shift.
3. Hours or shifts scheduled for work outside of operating the above listed departments and classifications will not be included in this process but will continue to be scheduled in accordance with our collective bargaining agreement, as they have been in the past.
4. Employees must make their shift selections in a reasonable timeframe at the time established by management. If an employee fails to promptly make their shift selections, management shall select on behalf of the employee, taking into consideration the employee's usual scheduling preferences. In this event, the employee waives all rights to grieve management's scheduling selection.
5. Management reserves the right to reallocate the hours, in reverse seniority order, in order to insure, to the best of the employers' ability, that the least senior employees get sufficient hours to remain employed throughout the month.
6. Any changes made to the work schedule after shifts have been selected by the employees or after the schedule has been posted will continue to be handled in accordance with the contract, including Article 8.10. If the schedule is changed after the selection process but before the posting of the schedule and hours are reduced or increased, then the master schedule shall be re-bid downward from the point of the schedule change, assuming enough time remains to complete this process and still post the schedule in a timely manner. If hours are added after the posting of the schedule, such hours shall be added in accordance with the contract and in the same manner as we do now.
7. Nothing in this agreement shall be construed as preventing management from calling in employees for extra work outside of the posted schedule, from requiring overtime work outside

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of the posted schedule, or from bringing in additional employees where it appears advisable in the opinion of management. In addition, nothing in this agreement shall be construed to require management to assign hours at overtime or to prevent management from holding over employees currently working in the store or from reassigning an employee currently working in the store from one job assignment to another.

8. Time spent by employees selecting shifts shall not be considered compensable work time, but, notwithstanding, management may permit employees to select shifts on Company time based on the employer's current practices. Training hours, as designated by management, shall not be subject to selection by employees.

9. The seniority provisions of the contract shall be considered satisfied by offering shift selection in order of seniority.

10. If not all shifts are selected during the selection process, such shifts will be assigned by management, in reverse seniority order, assuming the employee is available and qualified.

11. If any subsequent statewide scheduling law that is substantively similar to HB 1491-2019-20 is enacted throughout the duration of this contract that applies to the employers (with no negotiated improvement provision), the scheduling language will revert back to the 2016-2019 contract language.

12. The parties agree in this Memorandum of Understanding to fully waive their rights and obligations under Seattle's Secure Scheduling Ordinance (Seattle Municipal Code 14.22) in accordance with SMC 14.22.145. The union and employers' intent is to waive any future municipal scheduling laws that are substantively similar to SMC 14.22.

13. The union and employer agree to jointly oppose any statewide scheduling law that does not include a negotiated improvement provision.

14. The union and employer agree to pursue other legislative action to support unionized workplaces.

Scheduling LOU Clarifications:

Clarification #1:

In bullet (1), Bakery, Coffee, E-Commerce/Click-List, and Produce, the manager/lead and the assistant manager/assistant lead will be scheduled prior to the pick process. Employees in the aforementioned positions shall be designated solely at the discretion of the employer, and this discretion includes whether there shall be any employee in the classification as well as the duties and responsibilities of the role.

Clarification #2:

In bullet (5) related to the reallocation of hours, management will have the right to reallocate hours when employees at the bottom of the seniority list are getting only a few hours, but that 1) this would not be the norm, it would only be balancing out weeks with fewer hours, 2) it would

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not be used to evenly distribute hours only to give a few more hours to the bottom people to make sure they stay employed and 3) it would only impact the bottom 1-3 people on the scale and would not adjust hours higher on the scale than that.

Clarification #3:

In bullet (6) related to shifts added to the select-a-schedule after the schedule has been posted refers to “in the same manner as we do now”. Our understanding is that the current practice is when hours are added to the schedule those hours are offered in order of seniority unless it is necessary to extend an existing shift.

Clarification #4:

In bullet (7) our understanding is that call-in hours, hold-over hours, and bringing in additional employees will be done in accordance with the existing contract and practices.

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LETTER OF UNDERSTANDING #9
INVESTMENT IN WORKFORCE DEVELOPMENT WETRAIN NON-PROFIT

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

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

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

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

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LETTER OF UNDERSTANDING #10
BENEFITS FOR WORKERS WITH DISABILITIES

For employees with disabilities who are also covered by Medicaid/SSI Disability (definition as determined by the trustees) and restricted by Medicaid/SSI (definition as determined by the trustees) rules in their ability to work enough hours to qualify for life insurance or vacation pay under the normal contract rules, the parties agree to the following provisions that will only apply to these employees:

1. The Parties agree to request that the Trustees of the Sound H&W Trust Fund develop rules which will result in these employees being eligible for a life insurance benefit similar to that offered to other qualified participants of the Fund, and;
2. The Employers agree that for any of these employees who work less than the annual hours required hours to earn a normal vacation benefit under the contract (currently less than 800 hours per year), the Employer shall pay pro-rated vacation pay to these employees based on the yearly schedule outlined in the contract and based on the actual number of hours worked in the prior anniversary year, divided by 2080 hours. (For example, an employee who only works 700 hours in their anniversary year and would otherwise not be eligible for vacation pay, would be paid 13.46 hours per week of vacation earned.)

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LETTER OF UNDERSTANDING #11
JOINT LABOR MANAGEMENT COMMITTEES

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

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

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LETTER OF AGREEMENT
Between
FRED MEYER STORES, INC.
And
UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL NO. 21
CLICKLIST

1. This Letter of Agreement is entered into by and between Fred Meyer Stores, Inc. hereinafter referred to as the Employer and United Food and Commercial Workers Union Local 21, hereinafter referred to as the Union.
2. It is understood and agreed by the Employer and the Union that the provisions of all Grocery Agreements between the Union and Allied Employers, Inc. hereinafter referred to as the Agreement will apply to the CLICKLIST Associates upon a showing of majority status, with the following exceptions;
 - a. CLICKLIST associates will be a separate classification under the seniority provisions of the contract.
 - b. The Employer will be allowed (1) additional exemption in each store with a CLICKLIST department.
 - c. CLICKLIST Associates will select and pack products to fulfill internet orders, will process and receive payment for such orders, and deliver and load to cars. The CLICKLIST Associates will perform no preparation or cutting of food or meat.
 - d. Interchange: It is expected that there may occasionally be a need for Associates from the other departments of the store to assist in the (Ecommerce) CLICKLIST Department filling customer orders and for CLICKLIST Associates to perform work in other departments within the store to complete their scheduled shift. In the event that Associates interchange from one department to another, the Associate will continue to receive their regular rate of pay or, if higher, the rate of pay for the work performed. CLICKLIST Attendants and Selectors may interchange positions as directed by management. In the event a CLICKLIST associate operates a CCK Checkstand, that associate shall receive the appropriate CCK rate of pay for the time spent cashiering. In the event a CLICKLIST associate performs non CLICKLIST work in the grocery department that associate shall receive the appropriate rate of pay on Appendix A. It is understood that the CLICKLIST register is not a CCK checkstand,
 - e. The probationary period and attainment of seniority for CLICKLIST Associates shall be 90 days from the date of hire.
 - f. The Employer will pay on a per compensable hour basis into the Sound Health and Welfare Trust per Article 17. In addition, the Employer will continue to make all benefit contributions for any employee transferred to the CLICKLIST Department.

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g. Pension. The retirement benefits and contributions for the CLICKLIST employees will be the same terms as provided for non-red circled Appendix C employees (e.g., a base contribution rate to the Sound Retirement Trust of \$0.40 per hour). Such benefits will be governed by Article 18 and in accordance with Attachment A-2 (Kroger) to the parties' Health & Welfare and Pension Agreement in their entirety. For new hires in a new CLICKLIST department, said contributions do not begin until the first of the month following three (3) months from the date the CLICKLIST department opened (per store).

h. The second sentence of Article 8.2 (6th day overtime), Articles 8.2.1 (Sun. prem.), and 8.4.2, 8.4.3, 8.4.4 (evening and night premiums) shall not be applicable. 8.8 (Relief Mgr. Pay) and Article 25 (tech. changes) of the UFCW Local 21 Grocery Agreement are not applicable to this addendum.

However, it is further agreed that in the event that Safeway/Albertsons completely exits the Internet Shopping business in the jurisdiction of the union, the Employer will implement the 6th day overtime, Sunday premium, and evening and night premiums one month after proof of Safeway/Albertsons closure of its Internet Shopping business.

i. Notwithstanding (d) above, CLICKLIST Associates may, while picking, pull outdated product and can restock rejected items by customer and this is not Appendix A work.

j. CLICKLIST Associates may clean overall area.

k. CLICKLIST associates will be a separate classification under the contract. Article 5.3.1 delete "within geographic jurisdiction covered by this Agreement."

l. No Strike or Lockout: During the life of this Agreement, the Union agrees not to engage in any economic action; whether be an economic strike, unfair labor practice strike, sympathy strike, work stoppage, slowdowns or any curtailment of work, or corporate campaign and the Employer agrees not to engage in any lockout.

m. The company reserves the right to modify elements of the CLICKLIST operation in order to adapt to new technology, customer feedback and identified efficiencies in the process. Furthermore, the company reserves the right to discontinue any or all of the CLICKLIST operation with 30 days written notice to the Union.

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Hourly Wage Rates: Associates selected to the CLICKLIST format will be compensated as follows:

Order Selector/ Customer attendant	Current	4/12/20	1/1/21 [^]	4/11/21 [^]	1/1/22 [^]	4/10/22 [^]	1/1/23 [^]
*Lead	\$16.80	\$17.40	\$17.40	\$18.00	\$18.00	\$18.60	\$18.60
Journey person	\$16.30	\$16.90	\$16.90	\$17.50	\$17.50	\$18.10	\$18.10
Next 1040 hours	14.30	14.30	14.49	14.49			
Next 1040 hours	14.20	14.20	14.39	14.39			
Next 1040 hours	14.10	14.10	14.29	14.29			
Next 1040 hours	14.00	14.00	14.19	14.19			
Next 1040 hours	13.90	13.90	14.09	14.09			
Next 1040 hours	13.80	13.80	13.99	13.99			
Next 1040 hours	13.70	13.70	13.89	13.89			
1 st 520 hours	13.60	13.60	13.79	13.79			

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

In no event shall any wage classification be less than ten cents (10¢) per hour above the current Washington State minimum wage. Each rate will be at least ten cents (10¢) per hour higher than the previous rate in the progression schedule.

* Employees in the Lead Position shall be designated solely at the discretion of the Employer, and this discretion includes whether there shall be any employee in the classification as well as the duties and responsibilities of the role.

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SIGNATURE PAGE

The parties hereby agree to the following Letters of Understanding:

- Letter of Understanding #1: General Conditions
- Letter of Understanding #2: Most Favorite Nations
- Letter of Understanding #3: Corporate Campaign
- Letter of Understanding #4: Dues Check-Off
- Letter of Understanding #5: Scheduled Days Off
- Letter of Understanding #6: Grievance Procedure
- Letter of Understanding #7: Optional Voluntary Buyout
- Letter of Understanding #8: Scheduling Practices
- Letter of Understanding #9: Investment in Workforce Development WeTrain Non-Profit
- Letter of Understanding #10: Benefits for Workers with Disabilities
- Letter of Understanding #11: Joint Labor Management Committees
- Letter of Agreement: Clicklist


ALLIED EMPLOYERS, INC.
FOR FRED MEYER, INC.

UNITED FOOD & COMMERCIAL
WORKERS UNION LOCAL NO. 21

DocuSigned by:

 713E44144A26435
 Scott Klitzke Powers
 President

5/14/2021

 Date

DocuSigned by:

 9A21D5DA7E76477...
 Faye Guenther
 President

5/24/2021

 Date

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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