

Agreement by and between
UFCW 3000
and
Fred Meyer (Spokane)

CCK

Effective: 1/17/2021 - 1/20/2024

UFCW3000

Faye Guenther, President • Joe Mizrahi, Secretary-Treasurer





WEINGARTEN RIGHTS

Your Right to Union Representation

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

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

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

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

Discipline? Contract violations?

Call the Member Resource Center

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

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

A G R E E M E N T

BY AND BETWEEN

ALLIED EMPLOYERS, INC.

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

and

**UNITED FOOD AND COMMERCIAL WORKERS UNION
LOCAL #1439**

**COMBINATION FOOD/NON-FOOD CHECKOUT (CCK)
SPOKANE**

Effective: January 17, 2021

Through: January 20, 2024

Ratified: September 10, 2020

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A G R E E M E N T

By and Between

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

and

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL #1439

SPOKANE COMBINATION FOOD/NON-FOOD CHECKOUT (CCK)

THIS AGREEMENT is made and entered between the United Food and Commercial Workers Union, Local #1439, chartered by United Food and Commercial Workers International Union, AFL-CIO, party of the first part, hereinafter referred to as the "Union," and Allied Employers, Inc., for and on behalf of Fred Meyer, Inc., their successors and/or assigns, party of the second part, hereinafter referred to as the "Employer," agree:

That for the mutual benefit of the parties hereto, the following shall be the scale of wages, the limitations of hours, and the rules and working conditions to be observed by both parties to this Agreement.

ARTICLE 1- RECOGNITION

1.1 The Employer hereby recognizes during the term of this Agreement United Food and Commercial Workers Union, Local #1439, United Food and Commercial Workers International Union, AFL-CIO, as the sole and exclusive collective bargaining agency for a unit consisting of all employees whose classifications of employment are set forth herein, in the Employer's Combination Food/Non-Food Checkout Department, in its Spokane Sullivan store located at East 15609 Sprague Road, Spokane, Washington, its Thor store located at 400 S. Thor St., Spokane, WA, and the Wandermere store located at 12120 North Division, Spokane, Washington, with respect to rates of pay, hours, and other conditions of employment, provided that the total area is over 100,000 square feet and the percentage of non-food sales constitutes at least 50% of the total dollar sales within the store.

ARTICLE 2 - UNION SECURITY

2.1 It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members of the effective date of this Agreement shall on the thirtieth (30th) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment,

become and remain members in good standing in the Union. For the purpose of this Article, the execution date of this Agreement shall be considered as its effective date.

2.2 Upon failure of any employee to comply with the provisions of paragraph 2.1 of this Article, the Union may then modify the Employer in writing of such failure and that they have strictly complied with the necessary procedural steps pursuant to the International Constitution and Local Union Bylaws in making its demand for termination, and that the demand for termination is made for no other reason than the employee's failure to pay the dues and initiation fees uniformly required by the Union for membership in the Union, pursuant to the Union Security clause. Termination shall become effective seven (7) days following date of notice. The Union agrees to hold the Employer harmless for discharges made pursuant to this Article.

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

2.4 It is agreed the Employer shall send to the Union office the name, hire date, address, Social Security number, classification, store, and location for all new employees not later than thirty-one (31) days from the date of employment.

2.5 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 the same to the Union monthly.

ARTICLE 3 - EXEMPTIONS

3.1 The Department Manager and two (2) assistant managers shall not be required to be a member of the Union.

ARTICLE 4 - DISCHARGE

4.1 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/her employees, and provided further that no employee shall be discharged or discriminated against for any lawful Union activity or for performing service on a Union committee outside of business hours, or for reporting to the Union the violation of any provisions of this Agreement. It is agreed that, upon request, the representative of the Union will be given the reason for discharge in writing. The Employer has sixty (60) days after the initial date of hire to evaluate an employee for continuous employment. Within the sixty (60) day period, the Employer may terminate the employee without recourse from the Union.

ARTICLE 5 - HOURS

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

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

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

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

5.4 Rest Period: Employees shall be allowed a rest period of not less than ten minutes, on the Employer's time, for each four hours of working time. Rest periods shall be scheduled as near as possible to the mid-point of the work period. No employee shall be required to work more than three hours without a rest period.

5.5 The checking of monies and cash registers shall be done on the Employer's time.

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

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

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

5.9 No employee, other than Courtesy Clerks, shall be required to work less than four (4) continuous hours in any one day on which ordered to report for work if they report on time and are available for such hours.

5.10 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. Likewise, the Employer shall not encourage, intimidate, or coerce an employee to perform "off-the-clock" work.

5.11 Weekly Guarantee. Part-time employees who have completed their probationary period shall be scheduled for at least twenty (20) hours work in each week, sixteen (16) hours for Helper Clerks and Senior Courtesy Clerks (no guarantee for Courtesy Clerks). Time off with pay

(vacation, sick, etc.) shall be counted towards this weekly minimum. The aforementioned weekly guarantee shall not apply if one (1) or more of the following conditions exist:

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

ARTICLE 6 - HOLIDAYS

6.1 The following days shall be considered as holidays for employees hired on or before December 9, 2009, after five (5) months of employment:

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

6.1.1 Employees hired after December 9, 2009, must be on the Employer's payroll for six (6) months and meet the other requirements of this Article in order to qualify for any holiday pay/premium benefits. (Qualifier for birthday holiday remains one year.)

6.2 Employees with one (1) year of continuous service with the Employer shall receive their Birthday as a paid holiday. By mutual agreement between the Employer and employee, the employee may receive payment in lieu of such holiday in accordance with Article 6, paragraphs 6.3 and 6.3.1. Employees shall give the Employer a thirty (30) day notice prior to their birthday. The birthday shall be observed within thirty (30) days of the employee's birthday on a mutually agreeable day. In the event the employee's birthday falls on the same day as any of the holidays as specified in paragraph 6.1 of this Article, the employee's birthday will be celebrated on another day in accordance with the procedure set forth in the previous sentence.

6.3 Employees who average twelve (12) hours or more per week, 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 not worked specified in paragraphs 6.1 and 6.2 of this Article, on the following basis:

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

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

6.4 Holidays either worked or not worked shall not be considered as days worked for the purpose of computing weekly overtime except in the case of employees who normally work six (6) days per week, totaling at least forty-four (44) hours per week. In the case of the employee's birthday, the week in which the birthday is observed shall be considered as the holiday week.

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

6.6 Employees hired prior to December 9, 2009, who qualify for holiday pay as specified in paragraph 6.3 of Article 6, shall be paid time and one-half (1½) in addition to such holiday pay for work performed on holidays named in paragraph 6.1 of this Article. Employees who do not qualify for holidays pursuant to paragraph 6.3 of Article 6 shall receive time and one-half (1½) for work performed on such holidays, provided this shall not apply to the employee's birthday.

Employees hired on or after December 9, 2009, shall be paid for work performed on a holiday (excluding birthday holiday) as follows:

a)	First six (6) months	No premium
b)	Next 2080 hours	\$1.25
c)	Thereafter	Time and one-half (1½)

ARTICLE 7 - VACATIONS

7.1 Employees who have worked with the same Employer one (1) year after the first year of continuous work shall be entitled to vacation with pay at their straight-time hourly rate based upon the number of hours worked in the preceding twelve (12) months as follows:

<u>Hours Worked</u>	<u>Hours of Paid Vacation</u>
1000 to 1199	20
1200 to 1599	24
1600 to 2039	32
2040 to 2287	40
2288 to 2495	44
2496 or more	48

7.2 Employees who have worked with the same Employer two (2) years [three (3) years for employees hired after December 9, 2009] and each subsequent anniversary date of their work to the eighth (8th) anniversary date of their work (after the second [third for employees hired after December 9, 2009] and each subsequent year to the eighth year of continuous work), shall be entitled to a vacation with pay at their straight-time hourly rate based upon the number of hours worked in the preceding twelve (12) months as follows:

<u>Hours Worked</u>	<u>Hours of Paid Vacation</u>
1000 to 1199	40
1200 to 1599	48

1600 to 2039	64
2040 to 2287	80
2288 to 2495	88
2496 or more	96

7.2.1 Employees who average twenty (20) hours or more per week, who terminate or are terminated (discharges for dishonesty excepted) after the first (1st) or any subsequent anniversary date of their work up to the eighth (8th) anniversary date of their employment and prior to their next anniversary date of work, shall be entitled to vacation pay at their straight-time hourly rate based upon the number of hours worked since the last anniversary date of their work, at the rate of eight (8) hours of vacation pay for each full two hundred (200) hours worked.

7.3 Employees who have worked with the same Employer eight (8) years, and each subsequent anniversary date of their work to the fourteenth (14th) [fifteenth (15th) for employees hired after December 9, 2009] anniversary date of their work, shall be entitled to vacation with pay at their straight-time hourly rate, based upon the number of hours worked in the preceding twelve (12) months as follows:

<u>Hours Worked</u>	<u>Hours of Paid Vacation</u>
1000 to 1199	60
1200 to 1599	72
1600 to 2039	96
2040 to 2287	120
2288 to 2495	132
2496 or more	144

7.3.1 Employees who average twenty (20) hours or more per week, who terminate or are terminated (discharges for dishonesty excepted) after the eighth (8th) or any subsequent anniversary date of their work up to their fourteenth (14th) [fifteen (15th) for employees hired after December 9, 2009] year of work, shall be entitled to vacation pay at their straight-time hourly rate, based upon the number of hours worked since the last anniversary date of their work, at the rate of twelve (12) hours of vacation pay for each full two hundred (200) hours worked.

7.4 Employees who have worked with the same Employer fourteen (14) years [fifteen (15) years for employees hired after December 9, 2009] and each subsequent anniversary date of their work (after the fourteenth [fifteenth (15th) for employees hired after December 9, 2009] and each year subsequent of continuous work) shall be entitled to vacation with pay at their straight-time hourly rate, based upon the number of hours worked in the preceding twelve (12) months as follows:

<u>Hours Worked</u>	<u>Hours of Paid Vacation</u>
1000 to 1199	80
1200 to 1599	96
1600 to 2039	128
2040 to 2287	160
2288 to 2495	176
2496 or more	192

7.4.1 Employees who average twenty (20) hours or more per week, who terminate or are terminated (discharge for dishonesty excepted) after the fourteenth (14th) [fifteen (15th) for employees hired after December 9, 2009] or any subsequent anniversary date of their work and prior to their next anniversary date of work, shall be entitled to vacation pay at their straight-time hourly rate based upon the number of hours worked since the last anniversary date of their work at the rate of sixteen (16) hours of vacation pay for each full two hundred (200) hours worked.

7.5 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.

7.6 Employees whose vacations are scheduled during a holiday week shall receive holiday pay provided for under the terms of Article 6 of this Agreement in addition to vacation pay, or shall be given an additional day off at the option of the Employer.

7.7 It is hereby understood and agreed that in computing "hours of paid vacation" for employees who regularly appear on the payroll for thirty-two (32) or more hours per week, the terms of paragraphs 7.1, 7.2, 7.3, and 7.4 of Article 7 shall be applied so that working time lost up to a maximum of one hundred twenty (120) hours due to temporary layoff, verified cases of sickness or accident, or other absence from work approved by the Employer (in addition to vacation and holiday time off earned and taken by the employee), shall be counted as time worked.

7.8 Employees shall be paid earned vacation pay prorated to the time of sale or transfer of the selling Employer.

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

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

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

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

ARTICLE 8 - SENIORITY

8.1 Employee will attain seniority after ninety (90) days of continuous service with one Employer. Upon completion of this period, seniority shall date back to the date of hire. Seniority shall be applicable on an individual store basis and shall apply in the reduction of the number of employees performing comparable work, and the last employee hired shall be the first employee laid off, provided qualifications and ability are equal. Conversely, the last employee laid off shall be the first employee recalled. Seniority shall be defined as length of continuous employment

with the same individual Employer. If two or more employees have the same date of hire, the one with the most accumulated hours shall be deemed the senior employee. Nothing herein shall be construed to require pay for time not actually worked.

8.2 An employee's seniority shall be broken by (1) voluntary quit; (2) discharge; (3) layoff in excess of ninety (90) days; (4) absence caused by illness or non-occupational accident of more than sixty (60) consecutive days unless mutually extended as provided in Article 18; (5) absence caused by an occupational accident of more than twelve (12) consecutive months, unless a longer time is agreed upon between the Employer and the Union; (6) failure to report to work immediately following an authorized leave of absence. Seniority will not be broken by any employee on an approved leave of absence; however, seniority shall not accumulate while on such leave granted by the Employer.

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

8.4 In the event an Employer terminates the operation of one of its stores in the bargaining unit, the Employer shall transfer such affected employees in accordance with the terms of paragraph 8.3.

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

8.6 It shall be the obligation of the Employer to promptly investigate alleged scheduling abuses upon presentation, and to rectify such abuse when justified within the meaning of this section.

ARTICLE 9 - EXPERIENCE

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

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

9.1.2 Journeyman: If less than two years have elapsed, employee shall be considered a Journeyman; if two to three years have elapsed, employee shall be considered a Senior Apprentice; if three to four years have elapsed, the employee shall be considered a Junior

Apprentice for a period of three months, then given Senior Apprentice rate for five months, then given Journeyman rate.

9.1.3 If more than four years have elapsed, no credit shall be given.

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

ARTICLE 10 - FUNERAL LEAVE

10.1 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 during the three (3) calendar days commencing with or immediately following the date of death of a member of their immediate family, provided the employee attends the funeral. Funeral leave will be paid only with respect to a workday on which the employee would otherwise have worked, and shall not apply to an employee's scheduled days off, holidays, vacations, or any other day in which the employee would not, in any event, have worked. Scheduled days off will not be changed to avoid payment of funeral leave. Funeral leave shall be paid at the employee's regular straight-time hourly rate. Immediate family shall be defined as spouse, son, daughter, father, mother, brother, sister, father-in-law and mother-in-law of present spouse, and grandparents.

ARTICLE 11 - JURY DUTY SERVICE AND WITNESS SERVICE

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

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

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

11.1.3 Employees called for jury duty and who have been so engaged for eight (8) hours that day and who are scheduled to commence work at or after 6:00 p.m. on such day shall not be required to report to work that day.

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

ARTICLE 12 - INDUSTRIAL INSURANCE

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

ARTICLE 13 - SAVINGS CLAUSE

13.1 Any provision of this Agreement which may be adjudged by a court of last resort to be in conflict with any Federal or State law shall become inoperative to the extent and duration of such conflict. Since it is not the intent of either party hereto to violate any such laws, it is agreed that in the event of a conflict between any provision of this Agreement and such Federal or State law, the remainder of this Agreement shall remain in full force and effect. The Employer and the Union agree that substitute provisions shall be written within thirty (30) days to replace those provisions coming into conflict with the laws herein described.

ARTICLE 14 - WEARING APPAREL

14.1 Aprons, uniforms, or any special wearing apparel required by the Employer, not suited for regular street wear, shall be furnished and laundered by the Employer.

14.2 Drip-dry apparel furnished by the Employer shall be laundered by the employee.

14.3 The Employer agrees to provide protective rain jackets for employees at the store.

ARTICLE 15 - WAGE STATEMENTS

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

ARTICLE 16 - STORE VISITS

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

ARTICLE 17 - STORE CARDS

17.1 The Union agrees, in consideration of the signing of this Agreement by the Employer and for the period of the good and faithful performance of its covenants and provisions by the

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

ARTICLE 18 - LEAVE OF ABSENCE

18.1 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:

18.1.1 Illness or non-occupational injury which requires absence from work for more than fifteen (15) days;

18.1.2 Pregnancy;

18.1.3 Serious illness, injury, or death in the employee's immediate family, which leave will not exceed thirty (30) days;

18.1.4 Leaves due to occupational injuries shall be granted for periods up to twelve (12) months unless a longer period is agreed upon between the Employer and the Union.

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

18.3 An employee who wants a leave of absence shall submit to his/her Employer in writing his/her request for such leave, stating (1) reason, (2) date leave is to begin, and (3) expected date of return. If approved, the Employer shall confirm such requested leave in writing to the employee.

18.4 Any leave of absence with the exception of 18.1.3 and 18.1.4 above may run to a maximum of six (6) months.

18.5 Employees who fail to return at the end of a leave of absence or any agreed upon extension of a leave of absence shall be considered as terminated. Any request for extension of a leave of absence period must be presented in writing to the Employer prior to the expiration of the initial leave; however, in case of a bona fide emergency, telephone requests for extensions may be made to management for their approval, which extensions must be confirmed in writing.

18.6 The employee must be able to resume his/her regular duties upon return to work from an approved leave of absence. A doctor's certificate verifying that the employee is able to resume his/her normal duties may be required before the employee is returned to the work schedule. The employee shall then be returned to the job previously held, or to a job comparable in rate of pay, on the first weekly schedule made up after the Employer and the Union have received notice in writing of the employee's availability.

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

18.8 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. The Union agrees such employees shall not be used to organize or engage in any campaign related to signatory employers.

ARTICLE 19 - SICK LEAVE

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

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

<u>Hours Worked</u>	<u>Hours of Sick Leave Pay</u>
1400 to 1680	16
1681 to 2080	32
2080 or more	40

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

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

19.5 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 prior to returning to work.

19.6 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 Employer amounts paid to such employee for the period of such absence, or may be discharged by the Employer for such falsification or misrepresentation.

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

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

19.9 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 19.1 through 19.8 above.

ARTICLE 20 - WAGE SCALES AND CLASSIFICATIONS

20.1 The scale of wages and classifications of employment are set forth in Appendices which are hereby made a part of this Agreement.

ARTICLE 21 - HEALTH & WELFARE - DENTAL - PRESCRIPTION - VISION

21.1 The Employer shall continue to contribute for health and welfare benefits into a jointly administered trust fund, The United Food and Commercial Workers Welfare Trust, on behalf of each employee (excluding Senior Courtesy Clerks and Courtesy clerks) who worked eighty (80) hours or more during the preceding month.

21.1.1 Senior Courtesy Clerks who have worked one thousand two hundred (1,200) hours followed by a sixty (60) day administrative period (in no event will this period be longer than one year), and who meet the eligibility requirements referred to in paragraph 21.1, will qualify for health and welfare benefits.

21.2 Coverage Tunnel Lengths:

21.2.1 Senior Courtesy Clerks who qualify according to the terms above shall have Level 2 coverage. Courtesy Clerks shall have no coverage.

21.2.2 For all other employees:

a. Employees hired on or prior to December 9, 2009: Level 3 coverage.

b. Employees hired after December 9, 2009:

- During the first 60 days of employment, the Employer shall not be required to make a contribution (this provision shall be administered the same as it has been for Central Washington agreements).
- For the following twenty (24) calendar months, the Employer shall make contributions at the Level 1 rate. The employee will receive coverage once he or she qualifies under the Trust's eligibility rules.

- For the next twenty-four (24) calendar months, the Employer shall make contributions at the Level 2 rate and eligible employees shall have Level 2 coverage.
- Thereafter, the Employer shall make contributions at the Level 3 rate and eligible employees shall have Level 3 coverage.

21.3 Employer Contribution Rates: When an Employer contribution is required according to the terms above, the Employer contribution rates shall be (2021 rates):

Level 1:	\$601.00
Level 2:	\$705.06
Level 3:	\$805.90

Effective on January 2023 hours, the Employer's monthly contribution may increase by up to twenty dollars (\$20) per covered employee per month, if needed, to maintain the current benefit level and to produce an unrestricted reserve (over IBNR) of four (4) months at the end of that plan year.

21.4 Employee Contribution Rates:

The employee contribution rates (through mandatory payroll deduction) for all employees shall be (2021 rates):

Level 1	\$15 per week
Level 2	\$18 per week
Level 3	\$21 per week

If the employer contribution increases during 2023, employee contribution rates shall increase by an additional \$1 per week on the same effective date.

If additional money, over and above the amounts provided for above, is needed to maintain benefits and an unrestricted reserve of two (2) months, the Trustees shall adjust benefits and/or employee contribution rates.

21.5 Employees shall have the option to opt out of coverage in accordance with Trust policy. Employees who opt out of coverage shall not be required to pay the employee contribution (however, the Employer contribution is still required). For employees hired after April 28, 2009, employees must "opt in" in order to have coverage.

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

21.7 Employees who have a spouse who has access to health and welfare coverage through another employer but declines such coverage shall be required to contribute an additional one hundred dollars (\$100) per month toward their coverage under this plan. The Trustees are directed to develop a method to administer this provision.

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

21.8.1 Notwithstanding the provisions of paragraph 21.8, the Board of Trustees of the United Food and Commercial Workers Welfare Trust shall establish and enforce, as an alternate method of contribution, a method for reporting contributions on an accounting period basis rather than a calendar month basis. In such a case, the eighty (80) hour provision shall be appropriately adjusted as directed by the Trustees. Further, the total contributions due for each approved accounting period shall be remitted in a lump sum not later than twenty (20) days after the end of the accounting period. In the event this alternate system deprives the employee of benefits that would otherwise have been covered on a calendar basis, the Employer is obligated to make the remittance for such employee to the Trust Fund.

21.9 The Employer and the Union agree to be bound by the terms of the provisions of that certain revised and restated Trust Agreement effective March 21, 1985, dated August 28, 1987 (date of initial execution April 1, 1963), creating the United Food and Commercial Workers Welfare Trust, and agree to be bound by said Trust Agreement and all amendments thereto, heretofore or hereafter adopted. The Employer further agrees to accept as his/her representatives the Employer Trustees serving on the Board of Trustees of said Trust and their lawful successors.

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

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

ARTICLE 22 - RETIREMENT PROGRAM

22.1 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 of the provisions of that certain revised and restated Trust Agreement effective March 1, 1985, dated June 12, 1985 (date of initial execution January 13, 1966), creating the Sound Retirement Trust, and agree to be bound by said Trust Agreement and all amendments thereto, heretofore and hereafter adopted. The Employer further agrees to accept as his/her representatives the Employer Trustees serving on the Board of Trustees of said Trust and their lawful successors. At such time as the Kroger transfer to the UFCW Consolidated Fund is complete and all of the terms of the Kroger Pension

Agreement have been met, Kroger will no longer participate in the Sound Retirement Trust. There shall be no contributions required for employees in the Courtesy Clerk classifications.

22.2 Employer Contributions:

22.2.1 Until July 1, 2021, 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:

For employees hired prior to June 9, 2005: The Employer contribution rates shall be:

	Appendix A
Base	\$0.35
Pre-PPA Suppl.^	\$0.10
Past Rehab Incr.	\$0.86
Current Total:	\$1.31
Rehab Plan Increases This Term:	
Feb. 2021 hours (+\$0.06)	\$1.37

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

For employees hired on or after June 9, 2005: There shall be a waiting period of 1040 hours or one calendar year, whichever is longer, before the Employer is required to begin making required contributions. After the waiting period, the following shall be the required hourly contribution:

	Apprentice* All Appendices	Appendix A Journeyperson
Base	\$0.15	\$0.35
Pre-PPA Suppl.^	\$0.10	\$0.10
Past Rehab Incr.	\$0.86	\$0.86
Current Total:	\$1.11	\$1.31
Rehab Plan Increases This Term:		
Feb. 2021 hours (+\$0.06)	\$1.17	\$1.37

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

* Employees shall receive the Apprentice rate until they work 9,534 hours (actual hours worked plus hours compensated for vacation and holiday pay). If an employee is given prior experience credit or for whatever reason moved up the wage progression more quickly than hours worked as defined above, that shall have no effect on the number of hours required for pension progression purposes. That is, the pension progression is independent of the wage progression and the employee must actually work (as defined above) the full number of hours before being entitled to the Journeyperson pension contribution.

22.2.2 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.

22.3 Sound VAP Trust Employer Contributions: Effective July 1, 2021, 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, as amended.

22.4 The contributions referred to in Article 22, paragraphs 22.2, and 22.3 shall be computed, on a per compensable hour basis, monthly with a maximum of one hundred 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 in which the contributions were earned to Zenith Administrators, Inc. Contributions will be delinquent if not paid by the twenty-fifth (25th) day, which delinquency shall be a violation of this Agreement.

22.4.1 Notwithstanding the foregoing paragraph 22.4, the Board of Trustees of the Sound Retirement Trust shall have the authority to establish and enforce an alternative method for reporting contributions on an accounting period basis rather than a calendar month basis. In such a case, the one hundred seventy-three (173) hour maximum shall be appropriately adjusted, as directed by the Trustees, provided, however, that in no event shall the Employer's total obligation or the employee's eligibility 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 in which the contributions were earned.

22.5 The provisions of paragraph 24.5, Article 24 of this Agreement shall in no way apply to or affect the Employer's obligation to pay contributions to this Trust Fund.

22.6 Pension Protection Act ("PPA"). This Agreement is subject to the 2019 Plan Year Rehabilitation Plan adopted by the Board of Trustees, as revised September 16, 2020.

ARTICLE 23 - GENERAL PROVISIONS

23.1 This Agreement supersedes and voids all previous oral and written understandings. Any changes altering the provisions of this Agreement must be in writing and be approved by the Employer and the Union.

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

23.3 Time spent in attendance at store meetings called by the Employer before the start or after the ending of the employee's regular shift, shall be compensated for at the employee's regular hourly rate of pay. Sections 5.8 and 5.9 of this Agreement do not apply to store meetings.

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

23.5 Except as herein clearly and explicitly limited in the express terms of this Agreement, the rights of the Employer in all respects to manage its business operation and affairs shall be unimpaired.

23.6 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.

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

23.8 The apprentice progression 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 Journeyperson, such an employee will be re-employed at the next higher wage rate above his/her rate at the time of entry into the military service if the employee applies for re-employment within 90 days following discharge.

23.9 The Employer 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.

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

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

ARTICLE 24 - GRIEVANCES

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

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

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

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

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

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

24.5 In order to be recognized, all claims of violation must be made in writing thirty (30) days from the day such violation occurs. Said claims, shall be limited to the amount involved in the

thirty (30) days, except in those cases where reports of violations have been suppressed through coercion by the Employer.

24.6 Any grievance or complaint regarding an alleged unjust discharge must be brought to the attention of the employer in writing within fifteen (15) days after the discharge occurs or the right to protest shall be deemed waived by the Union and the employee.

ARTICLE 25 - NO DISCRIMINATION

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

25.2 When the gender term "he" or "she" is used within this Agreement, it is for explanatory purposes only and does not refer to the actual sex of any person.

ARTICLE 26 - TECHNOLOGICAL CHANGE

26.1 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.

ARTICLE 27 - NO STRIKE AND LOCKOUT

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

ARTICLE 28 - CROSS-CLASSIFICATION WORK


28.1 When an employee is assigned to work in a classification which carries a higher rate of pay, the employee shall be paid such higher rate of pay for all time so worked.

ARTICLE 29 - DURATION


29.1 This Agreement shall be in full force and effect from January 17, 2021 through January 24, 2024, and thereafter from year to year unless sixty (60) days written notice of modification is given by either party prior to the expiration date.

ALLIED EMPLOYERS, INC.
For FRED MEYER, INC.

UNITED FOOD & COMMERCIAL
WORKERS UNION LOCAL 1439

DocuSigned by:

713EAD144A20435...
Scott Klitzke Powers
President

9/26/2023
Date

DocuSigned by:

ID1FF334D90B4C0...
Eric Renner
President

9/20/2023
Date

APPENDIX "A"

COMBINATION FOOD/NON-FOOD CHECKOUT (CCK) WAGE RATES

A.1 Hourly Wage Rates. The following are the minimum hourly wage rates of pay for all indicated classifications:

Employees hired on or after June 9, 2005:

	Current	1/17/21	1/16/22	1/15/23	
Journey person	\$15.55	\$16.10	\$17.27	\$17.82	
Apprentice	Current	1/17/21	1/1/22	1/1/23[^]	1/1/24[^]
8321-9534 hours	14.19	14.19	14.99	16.24	
7281-8320 hours	14.14	14.14	14.94	16.19	
6241-7280 hours	14.09	14.09	14.89	16.14	
5201-6240 hours	14.04	14.04	14.84	16.09	
4161-5200 hours	13.99	13.99	14.79	16.04	
3121-4160 hours	13.94	13.94	14.74	15.99	
2081-3120 hours	13.89	13.89	14.69	15.94	
1041-2080 hours	13.84	13.84	14.64	15.89	
0-1040 hours	13.79	13.79	14.59	15.84	
Senior Courtesy Clerk*					
Thereafter	13.89	13.89	14.69	15.94	
1041-2080 hours	13.84	13.84	14.64	15.89	
0-1040 hours	13.79	13.79	14.59	15.84	
Courtesy Clerk					
Thereafter	13.84	13.84	14.64	15.89	
0-1040 hours	13.79	13.79	14.59	15.84	

*Used and assigned at the sole discretion of the Employer

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

During the term of this Agreement, all employees shall be paid a minimum of ten cents (10¢) per hour above the then current Washington minimum wage.

Hours of Experience as an Apprentice as Set Forth in Article 9 of this Agreement.

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

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

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

Courtesy Clerks:

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.
- (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.

PREMIUM PAY

1. Hours after 7:00 p.m. and before 10:00 p.m., Monday through Saturday: twenty cents (20¢) per hour.
2. All work performed after 10:00 p.m. and before 8:00 a.m., Monday through Saturday: twenty-five cents (25¢) per hour.
3. All work performed on Sundays:

Employees hired prior to June 9, 2005:	\$2.00 per hour.
Employees hired on or after June 9, 2005 through July 31, 2012:	
First 2080 hours	\$1.00 per hour.
Thereafter	\$2.00 per hour.
Employees hired on or after August 1, 2012:	\$1.00 per hour
4. There shall be no compounding or pyramiding of overtime pay and premium pay.

UFCW Local #1439 - Fred Meyer, Inc.
CCK (Spokane)
Jan. 17, 2021 – Jan. 20, 2024

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LETTER OF UNDERSTANDING

PERMANENT JOB OPENINGS

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.

LETTER OF UNDERSTANDING

SENIORITY

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

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

UFCW Local #1439 - Fred Meyer, Inc.
CCK (Spokane)
Jan. 17, 2021 – Jan. 20, 2024

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LETTER OF UNDERSTANDING

25 x TEN-HOUR

The parties agree that by mutual agreement the Employer may create 4x ten-hour workweeks in recognition that there may be some positions falling under the scope of the referenced Labor agreements that would accommodate a 4x ten-hour workweek schedule for the employees occupying those positions. In that event, the parties agree that the daily overtime provisions of Article 5.1 of the Grocery Agreement and Article 4.1 of the Meat Agreement shall be applicable after ten hours worked. The rest periods provided for in paragraph 4.3 of the Meat Agreement and 5.4 of the Grocery Agreement will be scheduled to provide for a ten-minute and fifteen-minute rest period on either side of the employee's scheduled meal period. In addition, holiday pay provided for in Article 6 of the Grocery Agreement and Meat Agreement shall be applied on the basis that the employee shall receive eight hours' pay for each holiday that the employee is eligible for, unless the employee is scheduled for thirty (30) hours during the holiday week, and in that event the employee shall receive ten hours' holiday pay.

UFCW Local #1439 - Fred Meyer, Inc.
CCK (Spokane)
Jan. 17, 2021 – Jan. 20, 2024

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LETTER OF UNDERSTANDING

MOST FAVORED NATIONS

Should UFCW Local #1439 enter into a collective bargaining agreement with any other major Spokane area grocery employer after ratification of this proposal, up to the expiration date of this Agreement, which Fred Meyer, Inc. perceives to be more advantageous to the employer than this Agreement, Fred Meyer, Inc. has ninety (90) days from the receipt of a signed copy of that Agreement to invoke this Letter and adopt in full all of the terms and conditions of the other employer's agreement as a substitute for this Agreement. The right to invoke this Letter shall expire at midnight on the ninetieth (90th) day after the agreement with the other Spokane area employer is received. It is the specific intent of the parties that invocation of this Letter by Fred Meyer, Inc. requires it to adopt the entire agreement of the other Spokane area employer. Should Fred Meyer, Inc. desire to adopt only portions of the other employer's agreement, it may seek mutual agreement with Local #1439, but nothing herein shall require such mutual agreement. In the event the parties fail to reach agreement, Fred Meyer, Inc. may invoke the right to adopt the entire Agreement.

UFCW Local #1439 - Fred Meyer, Inc.
CCK (Spokane)
Jan. 17, 2021 – Jan. 20, 2024

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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 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 such form as to conform with Section 302 (c) of the Labor Management Relations Act of 1947.
 - b. Authorized initiation fees will be deducted in three (3) equal installments and remitted to the Local Union monthly.
 - c. It is understood the Employer is not liable in any manner if the employee is not on the payroll at the time deductions are being processed.
 - d. **Indemnify and Hold Harmless:** The Union shall indemnify and hold the Company harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company in reliance upon signed authorization cards furnished to the Company by the Union or for the purpose of complying with any of the provisions of this Article.
2. The involved Employer shall be granted a reasonable period to adopt administrative and payroll procedures to accommodate this agreement.

UFCW Local #1439 - Fred Meyer, Inc.
 CCK (Spokane)
 Jan. 17, 2021 – Jan. 20, 2024

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LETTER OF UNDERSTANDING

LIMIT ON BACK PAY FOR DISCIPLINE CASES

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

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

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

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

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90 from the date the parties select arbitrator Arbitration hearing is held

30 from date of arbitration Briefs are filed

60 from date briefs are received Arbitration decision issued

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

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

**LETTER OF UNDERSTANDING
OPTIONAL ACCELERATED ARBITRATION PROCEDURE**

1. In order for a grievance to go to AAP, *both* the Employer and Union representative must agree that the matter is appropriate for resolution by AAP. If either party's representative disagrees, the grievance shall not be submitted to AAP and the matter shall be resolved by the usual grievance process as outlined in Article 24 – Grievances.
2. It is understood that prior to referring the matter to AAP the parties' representatives will discuss with each other and explore the possibility of settlement. If the parties' representatives agree to refer the grievance to the AAP, then the following shall govern:
3. Selection of Arbitrator. The parties shall use the normal arbitrator selection procedure. If the chosen arbitrator is not able to fulfill his/her duties per the timelines/terms of this Letter of Understanding, the parties will go to the last struck arbitrator (and so on, in reverse order of struck arbitrators).
4. Date for Hearing. The date for the hearing shall be within forty-five (45) days of the request for AAP, unless an extension is mutually agreed to by the parties.
5. Hearing Conduct and Procedure:
 - A. The hearing shall be informal;
 - B. No briefs shall be filed or transcripts made;
 - C. Each party may offer an opening statement and closing argument;
 - D. Each party's case shall be presented by a representative of their choosing.
6. Removing the Grievance from AAP:
 - A. Prior to the commencement of the hearing, either party may unilaterally remove the matter from the AAP so long as they do so forty-eight (48) hours prior to the hearing. Any arbitrator cancellation fees or joint hearing expenses will be the responsibility of the party removing the matter from AAP. The matter shall then revert back to the usual grievance procedure.
 - B. Within forty-eight (48) hours of the hearing, it shall take both parties' agreement to remove the matter from the AAP and refer it back to the usual grievance procedure.
7. Arbitrator's Decision.
 - A. The Arbitrator shall render his/her decision within five (5) working days after the conclusion of the hearing (excluding Saturdays, Sundays, and holidays).

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

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LETTER OF UNDERSTANDING
CORPORATE CAMPAIGN

This Letter reiterates and confirms the agreement reached by Fred Meyer and UFCW Local #1439 during the negotiations for clerk and meat agreements in Spokane with regard to Local #1439 and Fred Meyer in Spokane. Local #1439 believes it has a good faith working relationship with Fred Meyer and will not take any action to depart from that relationship or take any action inconsistent with maintaining that relationship. Consistent with its duty of fair representation under the Agreements and their grievance procedures, Local #1439 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 Fred Meyer.

It is also recognized that various monies from Local #1439 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.

LETTER OF UNDERSTANDING
HEALTH & WELFARE CONTRIBUTIONS

RECITALS

A. Fred Meyer (the "Employer") and United Food and Commercial Workers Local 1439 (the "Union") are party to various collective bargaining agreements (the "CBAs").

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

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

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

AGREEMENTS

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

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

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

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

(b) The Plan's consultant shall calculate the Hourly Rate to begin effective commencing with hours worked as of March 1, 2015, and such Hourly Rate shall be effective

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when approved by the Plan's Trustees. The Plan's consultant shall thereafter update his calculation of the projected Hourly Rate each January 1 and July 1 (or such other dates as determined as necessary and appropriate by the Plan's Trustees) based on Plan experience and funding levels, and such updated Hourly Rate shall become effective when approved by the Plan's Trustees.

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

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

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

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employees shall not be required to work such 80 hours to qualify for the Hourly Rate contribution. The Employer shall continue to report credited hours to the Plan on a monthly basis, and the contribution amount shall continue to be payable each month by the deadline required under the CBAs.

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SIGNATURE PAGE

The Parties hereby agree to the following Letters of Understanding:

- LETTER OF UNDERSTANDING - PERMANENT JOB OPENINGS
- LETTER OF UNDERSTANDING - SENIORITY
- LETTER OF UNDERSTANDING - 4 X TEN-HOUR WORKWEEK
- LETTER OF UNDERSTANDING - MOST FAVORED NATIONS
- LETTER OF UNDERSTANDING - DUES CHECK-OFF
- LETTER OF UNDERSTANDING - LIMIT ON BACK PAY FOR DISCIPLINE CASES
- LETTER OF UNDERSTANDING - OPTIONAL ACCELERATED ARBITRATION PROCEDURE (AAP)
- LETTER OF UNDERSTANDING - CORPORATE CAMPAIGN
- LETTER OF UNDERSTANDING - HEALTH & WELFARE CONTRIBUTIONS


ALLIED EMPLOYERS, INC.

UNITED FOOD & COMMERCIAL
WORKERS UNION LOCAL NO. 1439

DocuSigned by:

 743EA4144A26435...
 Scott Klitzke Powers
 President

9/26/2023

 Date

DocuSigned by:

 ID1FF334D90B4C0...
 Eric Renner
 President

9/20/2023

 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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