

Agreement by and between **UFCW 3000** and **Payless Foods**

Grocery

Effective: 6/18/2023 - 6/20/2026

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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AGREEMENT
By and Between
PAYLESS FOODS STORES INC.
and
UNITED FOOD AND COMMERCIAL WORKERS LOCAL 3000
June 18, 2023 — June 20, 2026

(Grocery)

This Agreement is entered into by and between PAYLESS FOODS STORES INC., referred to hereinafter as the "Employer" and the UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 3000, referred to hereinafter as the "Union".

It is the intent and purpose of the Company and the Union to promote and improve labor management relations between them and set forth the basic terms of agreement covering wages, hours and conditions of employment to be observed by the parties to 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 Payless Foods, Inc., hereby recognizes the United Food and Commercial Workers Union Local 3000 as the sole and exclusive collective bargaining agency for a unit consisting of 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 Island 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 production department location of the retail establishment, supervisory employees within the meaning of the Labor Management Relations Act of 1947 as amended. Subject to the preceding exclusions and the terms of Section 14.1 of Article 14, 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 and Commercial Workers Union Local 3000 is recognized as the sole collective bargaining agency by the Employer.

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 (30) 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 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:

2.2.1 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 II 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 has not complied with the Union membership requirement of Article II of the Agreement prior to the end of his next regular shift, his 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 The Employer agrees that when the Union notifies the Employer within three (3) days of the original notice, that the reason for the termination was a bona fide clerical error, the Employer will reinstate the employee to his former position on the next weekly schedule.

2.3 The Employer agrees to electronically furnish the Union with a monthly list of employees hired and/or terminated. Such list shall be prepared to show new hires and terminations separately and to designate the employee's last and first name, middle initial, social security number, home address and telephone number (home and or cell), email (if available) and date of employment/reemployment or termination.

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

2.4 No employee shall be disciplined or discharged except for just cause. The employer shall use progressive discipline (verbal warning, written warning, suspension) prior to discharge except in cases of discharge for drunkenness, dishonesty, or such other misconduct which is so serious in nature to justify discharge without warning.

2.4.1 There exists one (1) 90 calendar day probationary period for new employees. If an employee is terminated during this probationary period, such terminations are not subject to Article 17 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.

2.5 Employees shall not be discharged or disciplined for participation in 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 or otherwise violate company rules or policies.

2.6 The Company shall not require any employee or prospective employee to take a polygraph (lie detector) test as a condition of employment or continued employment.

2.7 Management Rights: It is agreed that the company reserves all the rights, powers and authority customarily exercised by management except as otherwise designated or modified by the express provisions of this agreement.

2.8 The Employer and the Union agree that when the Employer holds orientation for new employees, it will notify the Union representatives in advance.

ARTICLE 3 - SENIORITY AND AVAILABLE HOURS

3.1 Attainment of Seniority

3.1.1 All employees shall attain seniority after ninety (90) calendar days with one (1) Employer.

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

3.1.3 If employee hired for the summer is maintained ninety (90) days or more, the position held by that employee must be filled per the formula in Letter of Understanding for Job Openings for in-store promotion prior to new hire.

3.2 Application of Seniority

3.2.1 Seniority shall be applicable on an individual store basis, except as otherwise provided for under Section 3.2.2, and shall apply to the extent provided for in this Article.

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

3.3 Layoff

3.3.1 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 substantially equal. The effected 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. 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.

3.4 Rehire

3.4.1 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. In the cases where two (2) or more employees are laid off on the same date, the senior employee will be the first rehired.

3.4.2 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 3.4.1 shall be notified in writing to report to work.

3.5 Loss of Seniority

3.5.1 Except as otherwise provided for in Article 4, Leave of Absence, seniority shall be broken and the employee's service shall be terminated for the following reasons:

3.5.2 Voluntary quit;

3.5.3 Discharge in accordance with Section 2.4;

3.5.4 Absence caused by a layoff in excess of one hundred twenty (120) consecutive calendar days;

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

3.5.6 Absence caused by an occupational accident of more than eighteen (18) consecutive months unless a longer period is agreed upon between the Employer and the Union;

3.5.7 Failure to report to work within seventy-two hours following the postmark of the written notice referred to in Section 3.4.2 mailed to employee's last known address, and;

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

3.6 Reduction of Hours

3.6.1 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.

3.7 Available Hours

3.7.1 The Employer may arrange weekly work schedules to accommodate the need of the business, and senior employees shall be offered the most daily and weekly hours up to a maximum of forty (40) hours per week; provided, qualifications are substantially equal, and 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. 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.

3.8 Liability

3.8.1 It is understood and agreed that the employee will not be entitled to request wages under the provisions of this Article except to extent of time lost commencing with the weekly work schedule next following receipt of the Union's written notifications to the Employer of the claim in accordance with Article 17 provided that if less than three (3) days remain prior to the posting of the weekly schedule in accordance with Section 5.9 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.

3.9 Courtesy Clerks and Non Food Clerks shall have the first opportunity by seniority to fill openings in the Grocery Clerk classification. One half of all hours worked as a Courtesy Clerk or Non Food Clerk shall be credited to the Apprentice Grocery Clerk wage progression schedule.

ARTICLE 4 - LEAVE OF ABSENCE

4.1 Regular employees with one year of continuous service with the employer shall be entitled to a leave of absence without pay for the following bona fide reasons:

4.1.1 Illness or non-occupational injury which required absence from work;

4.1.2 Pregnancy, and;

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

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

4.2.1 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 the time off.

4.2.2 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.

4.3 Any request for a leave of absence under the terms of Sections 4.1.3 and 4.2 shall be in writing and state the following information:

4.3.1 Reason for such request;

4.3.2 Date leave is to begin, and;

4.3.3 Date of return to work.

4.4 Any leave of absence with the exception of Section 4.1.3 and 4.5 may run to a maximum of nine (9) months.

4.5 Leaves due to occupational injuries that result from employment with the current 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.

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

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

4.6.2 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.

4.7 Any employee who fails to return to work at the end of a leave of absence shall be terminated as provided for under Section 3.5.7.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

5.1 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), Monday through Sunday, shall constitute the basic straight-time work week.

5.1.1 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.

5.2 Holidays 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.

5.3 All hours worked in excess of eight (8) hours per day and forty (40) hours per week shall be paid for at the rate of time and one-half (1-1/2). Where six (6) days, Monday through Sunday are worked in anyone (1) week, time and one-half (1-1/2) shall be paid for work on the day the least number of hours are worked.

5.4 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.

5.5 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.

5.5.1 Holiday: Time worked on any holiday specified in this Agreement shall be paid for at time and one-half (1-1/2) the employee's straight-time wage rate in addition to any holiday pay they have coming. This clause does not apply to the employee's floating holiday.

5.5.1 (a) 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.

5.5.2 Work performed by employees on Sunday shall be paid at the rate noted in Appendix A of this agreement.

5.5.3 Sunday, Holiday, and Christmas Eve scheduling shall be offered on the basis of seniority then shifts shall be filled by inverse seniority.

5.6 Rest Periods: All employees shall be entitled to a rest period of fifteen (15) minutes in each continuous work period of four (4) hours and in a shift of more than five (5) hours, be entitled to two fifteen (15) minute rest periods, one prior to lunch and one after the lunch period. Employees scheduled to work a five (5) hour shift shall receive one (1) twenty (20) minute break. All rest periods shall be on the Employer's time and shall cover time from stopping work and returning thereto. No employee shall be required to work more than three (3) hours without a break.

5.7 Store meetings: Required store meetings shall be paid for at the straight-time rate and shall not be considered time worked for the purpose of computing overtime for all hours in excess of forty (40) during any work week. Sections 5.4, 5.10 and 6.5 shall not apply to this section.

5.8 Wage Statements: The Employer agrees to furnish each employee, on regular established pay days, a wage statement showing the name of the employee, period covered, hours worked, rate of pay, total amount of wages paid and deductions made. All wage payments will be made by direct deposit.

5.9 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 not later than 6:00 p.m. on Thursday preceding the start of the work week. 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 forty-eight (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 such mutual agreement.

5.9.1 The weekly work schedule shall include the period designated as the meal periods required by this Agreement. Lunch breaks shall be not less than thirty (30) minutes and not more than one (1) hour and shall be as close to the middle of the shift as possible.

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

5.10 The Employer shall not schedule any employee for a split shift.

5.11 Night Premium: From 6:00 P.M. to 9:30 P.M. employees shall receive their regular rate of pay plus twenty-five cents (25¢) per hour.

5.12 From 9:30 P.M. to 6:00 A.M. employees shall receive their regular rate of pay plus fifty cents (50¢) per hour. Night stockers shall receive the fifty cents (50¢) premium for the full shift even if it begins before 9:30 P.M. or ends after 6:00 A.M.

5.13 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 6 - CLASSIFICATIONS AND MINIMUM RATES OF PAY

6.1 The classifications and hourly rates of pay shall be set forth in Appendix "A" attached hereto and by this reference made a part hereof.

6.2 For the purpose of computing months of experience and determining length of service wage adjustments under Section 6.1 of this Article 6, one hundred seventy-three and one-third (173-1/3) hours of employment with the current Employer shall be counted as one (1) month's experience provided, that no employee shall be credited for more than one hundred seventy-three and one third (173-1/3) hours of experience in anyone (1) calendar month. All wage adjustments required by the application of this Section shall be effective on the closest Monday.

6.2.1 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.

6.2.2 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.

6.3 No Journeyman shall be discharged by an Employer for the purpose of replacing a Journeyman with an Apprentice.

6.4 Where an employee is hired where comparable past experience is applicable, all past experience for an apprentice shall apply if the comparable past experience has been within two (2) years previous to employment. 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.

6.4.1 Comparable past experience for employees who were formerly Journeyman shall be applied as follows:

Those employees who have not worked for the past:

0-2 years shall be considered Journeymen

2 -3 years shall be considered Senior Apprentices

3 -4 years shall be considered Junior Apprentices

4 or over shall be considered a Beginner Clerk

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

6.5 All employees, except in cases of emergency beyond the Employer's control, shall receive not less than four (4) continuous hours work or equivalent compensation in anyone (1) day ordered to report for work, compensation to begin at the time of reporting for duty.

6.6 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 rate.

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

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

6.7.2 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 check stands, checking, carry out of merchandise for customers, receiving, stocking, or marking of grocery or produce merchandise.

Definition: The definition of food items set forth for the interpretation and application of this provision is based on the historical practice of each Employer. In the event a dispute arises as to the interpretation of "food" or "non-food", the July 1983 order guides will be used as a guide.

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 6.4 of Article 6 of this Agreement, or past experience in retail work with the same Employer, whichever is greater.

6.8 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.

ARTICLE 7 - HOLIDAYS

7.1 The following days shall be considered holidays for employees who have acquired seniority. For employees hired on or after June 1st, 2011 the initial wait for holiday eligibility shall be six (6) consecutive months.

New Year's Day, Memorial Day, Labor Day, Christmas Day,
Presidents Day, Independence Day, Thanksgiving Day

7.1.1 The holidays set forth in Section 7.1 shall be observed as holidays on the date established for each by Federal legislation.

7.1.2 Work performed on Christmas and Thanksgiving shall be on a voluntary basis, however, if there are insufficient volunteers\ employees shall be scheduled on an inverse seniority basis.

7.2 Employees with one (1) year of continuous service with the Employer shall receive two (2) holidays as paid holidays, not subject to any premium rates of pay. By mutual agreement between the Employer and employee, the employee may receive payment in lieu of such personal holiday in accordance with Section 7.3. Employees shall give the Employer a thirty (30) day notice prior to their requested personal holiday. The personal holiday shall be observed on a mutually agreeable day. The personal holiday shall not be carried over into the next year.

7.3 Employees, provided they normally work the hours as specified below, 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 7.1 and 7.2 of this Article, not worked on the following basis, provided that in any event if the preceding qualifications for holiday

pay 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. Probationary employees shall not qualify for holidays under the terms of this Agreement.

7.3.1 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 -24	4
24 -32	6
32 or more	8

7.4 Employees who qualify for holiday pay as specified in Section 7.3 of this Article shall be paid time the straight time hourly rate plus one dollar per hour premium in addition to such holiday pay for work performed on holidays named in Section 7.1 of this Article. Employees who do not qualify for holiday days pursuant to Section 7.3 of this Article shall receive the straight time hourly rate plus one dollar per hour premium for work performed on such holidays; provided this shall not apply to the employee's personal holidays under Section 7.2.

7.5 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 personal holiday, the week in which the personal holiday is observed shall be considered as the holiday week.

ARTICLE 8 - VACATION

8.1 Effective for anniversary dates beginning the first of the month following ratification, all employees shall receive an annual vacation with pay based upon continuous work with their Employer as follows:

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

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

Employees shall not be entitled to vacation for any year in which they work less than eight hundred (800) hours.

8.2 Calculate a “week of vacation” as follows: The number of hours paid for a “week” of vacation shall be calculated by taking the average weekly hours worked over the prior 12 months (up to a maximum of 40 hours per week). Vacation hours shall be paid at the employee’s regular straight time rate at the time the vacation hours are paid.

8.3 It is hereby understood and agreed that in computing "week of vacation" for employees who regularly appear on the payroll for thirty-two (32) or more hours per week the terms of Section 8.2 of this Article shall be applied so the working time lost up to a maximum of one hundred and sixty (160) 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.

8.4 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.

8.5 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.

8.6 Employees whose vacations are scheduled during a holiday week shall receive holiday pay provided for under the terms of Article 7 of this Agreement in addition to vacation pay.

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

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

ARTICLE 9 - SICK LEAVE

9.1 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.

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

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

9.3 Sick leave pay, to the extent it has been earned, shall begin on the third (3rd) normally scheduled working day of illness or injury or the first (1st) normally scheduled working day, if the employee is hospitalized 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 or State Industrial Insurance shall not exceed the current regular straight-time rate for the employees' average hours up to eight (8) hours per day, and, 2) not more than five (5) days sick leave pay shall be required in anyone (1) work week. Employees who have a full sick leave bank of 160 hours shall receive first day sick leave.

9.4 Sick leave pay shall be cumulative from year to year, but not to exceed a maximum of one hundred sixty (160) hours. Sick leave pay must be earned by employment with one (1) Employer.

9.5 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.

9.5.1 If an employee has been off work due to a serious illness or injury, the Employer may require a doctor's release prior to returning the employee to work.

9.6 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.

9.7 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 9.1 through 9.6 above.

ARTICLE 10 - BEREAVEMENT 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 for death in the immediate family as defined below. Bereavement leave will be paid only with respect to a work day on which the employee would otherwise have worked and shall not apply to an employee's scheduled days off, holidays, vacation, or any other day in which the employee would not, in any event, have worked. Scheduled days off will not be changed to avoid payment of bereavement leave. Bereavement Leave shall be paid for at the employee's regular straight-time hourly rate. Immediate family shall be defined as spouse, son, daughter, mother, father, brother, sister, stepchildren or relatives residing with the employee, mother-in-law, father-in-law (existing spouse), grandparents, current stepmother, current stepfather, and domestic partner.

ARTICLE 11 - JURY DUTY

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 fee they receive for such service and the amount of straight-time earnings lost by reason for such service up to a limit of eight (8) hours per day and forty (40) hours per week and one hundred and twenty (120) hours within any calendar year; provided, however, an employee called for jury duty who is temporarily excused from attendance at court must report for work if sufficient time remains after such excuse to permit him to report to his place of work and work at least one-half (1/2) of his normal work day. 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. This Section shall not apply to volunteer jury duty. Employees who have served a full day as a juror, and who are scheduled to commence work after 5:00 p.m., shall not be required to work that day.

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

11.1.2 If any employee is required to appear on behalf of his/her 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.

ARTICLE 12 - HEALTH AND WELFARE

12.1 Each Employer and the Union agrees 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. Each Employer accepts as his 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. Each Employer and the Union also agree to be bound by the terms of the parties' Health & Welfare Agreement and Pension Addendum and by all subsequent revisions or amendments thereto.

12.2 The Employers 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.

12.3 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.

12.4 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.

12.4.1 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.

12.5 The term "compensable hour" shall mean any hour for which any employee receives any compensation required by this Agreement.

12.6 The Employer will contribute to the Sound Health and Wellness Trust on behalf of all employees in the bargaining unit as follows:

12.6.1 Starting October 2020, every six months through March 2022, the consultants will project Plan expenses and income and report these amounts to the Trustees. Based on those projections, the Trustees will set the contribution rate (with a minimum rate of the initial hourly rate before the temporary decrease and up to a maximum rate of \$5.19 that is anticipated to result in an excess reserve of \$52 million by April 30, 2022. Each recalculated rate shall become effective for the Employer as of the effective date determined by the Trustees and the Employer shall pay the recalculated rate as of such effective date.

12.6.2 In March 2025, the consultants will determine the actual current hourly cost of the plan based on (1) the most recent 12 months of incurred plan expenses adjusted to

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

ARTICLE 13 - RETIREMENT PROGRAM

13.1 Each Employer and the Union agree to be bound by the terms and provisions of certain Trust Agreement creating the Sound Retirement Trust dated January 13, 1966, and as subsequently amended, and the Sound Variable Annuity Pension Trust. Further, each Employer accepts as his representatives, for the purpose of such Trust Fund, the Employer Trustees who will be appointed by Allied Employers, Inc., to serve on the Board of Trustees of said Trust Fund and their duly appointed successors. Each Employer and the Union also agree to be bound by the terms of the parties' Health & Welfare Agreement and Pension Addendum and by all subsequent revisions or amendments thereto.

13.2 All contributions shall be paid on compensable hours with a maximum of one hundred seventy-three (173) hours per calendar month per employee. The term "compensable hour" shall have the same meaning as set forth in Article 12.

13.3 The contribution referred to in Section 13.5 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.

13.3.1 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, 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.

13.4 The provisions of Section 17.3 of Article 17 of this Agreement shall, in no way, apply to or affect the Employer's obligation to pay contributions to this Trust Fund.

13.5 The required employer hourly contributions are set forth in this Article below and the Employer agrees to contribute to the Sound Retirement Trust and the Sound VAP Trust in accordance with this Agreement and the parties' Health & Welfare and Pension Agreement.

13.5.1 Sound Retirement Trust: The Employer will continue to contribute to make contributions to the Sound Retirement Trust as described in this Section (including the offset per the Health & Welfare and Pension Agreement).

	Apx. A	Apx. B & C	Helper & Courtesy Clerks*
Base	\$0.500	\$0.400	\$0.250
Pre-Rehab Rate	\$0.100	\$0.100	\$0.100
Current Rehab Rate	\$2.092	\$2.092	\$2.092
Non-benefit redirect from retiree welfare	\$0.01	\$0.01	\$0.01
Current Sub-Total	\$2.702	\$2.602	\$2.452
Less Off-Set for VAP	(\$0.625)	(\$0.50)	(\$0.3125)
Current Total	\$2.077	\$2.102	\$2.1395
Rehab Plan Increases This Term:			
July 2023 hours (+\$0.10)	\$2.177	\$2.202	\$2.2395
Jan. 2024 hours (+\$0.03)	\$2.207	\$2.232	\$2.2695
Jan. 2025 hours (+\$0.03)	\$2.237	\$2.262	\$2.2995
Jan. 2026 hours (+\$0.03)	\$2.267	\$2.292	\$2.3295

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

* Effective July 1, 2005, the base pension rate for Courtesy Clerks in the first two years is \$0.10

13.5.2 Sound VAP Trust Employer Contributions: The employer will contribute 2.75 percent of salary per month for each eligible active participant to the VAP. Contributions will be made on behalf of current active employees and future newly hired employees in classifications for whom contributions have been made under the current collective bargaining agreement. Effective on the hours worked the first of the month after ratification, increase the Employer contribution to 2.8 percent of salary per month for each eligible active participant to the VAP.

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

ARTICLE 14 - STATE INDUSTRIAL INSURANCE

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

ARTICLE 15 - GENERAL CONDITIONS

15.1 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.

15.2 All gowns, 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 materials, the Employer shall pay for laundering of same.

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

15.4 It is the desire of both the Employer and the Union to avoid wherever possible the loss of working time by employees covered by this Agreement. Therefore, representatives of the Union, before contacting an employee during his working hours shall first contact the store manager or person in charge. All contacts will be handled so as to not interfere with the employee's duties or with service to the customers.

15.5 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 and Commercial Workers International Union, 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 failure by the Employer to observe the terms of this Agreement.

15.5.1 The Employer shall display such Union Store cards and/or decal in conspicuous areas accessible to the public in each establishment covered by this Agreement.

15.6 The Employer shall furnish to the Union upon 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.

15.7 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, if the employee provides the vehicle to be used.

15.8 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.

15.9 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 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 16 - NON-DISCRIMINATION

16.1 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.

16.2 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 17 - GRIEVANCES

17.1 Any grievance or dispute concerning the application or interpretation of the Agreement must be presented in writing by the aggrieved party to the other party within forty-five (45) days from the date of the occurrence giving rise to such grievance or dispute, except in cases of discharge which must be presented within fifteen (15) days; otherwise, such right of protest shall be deemed to have been waived. Such grievances 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 selected as follows: two (2) members from the Employers and two (2) members from the Union. In the event the labor relations committee fails to reach an agreement within twenty-one (21) days from the date a grievance is filed in writing by either party upon the other, the moving party must, within seven (7) days thereafter refer the grievance to arbitration by written notice to the other party. When selecting an arbitrator, the parties shall take turns striking names off the list of the following permanent panel:

1. Katrina Boedecker
2. Michael Cavanaugh
3. Elizabeth Ford
4. Martin Henner
5. Alan Krebs
6. Howell Lankford
7. Tom Levak
8. Charlene McMillan
9. Michael Marr
10. Kenneth Pedersen
11. Timothy D.W. Williams

The Labor Relations Committee and the Arbitrator shall have no power to add to, subtract from, or change or modify any provision of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they apply to the specific facts of the issue in dispute. The decision of the Arbitrator shall be final and binding on all parties and shall be rendered within thirty (30) days

from the close of the hearing or the receipt of briefs, whichever is later. Should the arbitrator fail to comply with these provisions, he will not be paid for his services. The moving party shall notify the arbitrator of this provision during the selection process. If the assignment is refused, the parties agree to select an alternate.

17.1.2 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.

17.2 During the process of making adjustments under the rule and procedures set forth in Section 17.1 above, no strike or lockout shall occur.

17.3 Except as otherwise provided for in Sections 17.3.2 and 17.3.3, 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 grievance has been suppressed through coercion by the Employer.

17.3.1 In the event the claim is one for additional wages, any such claim shall be limited to additional wages, if any, accruing within the sixty (60) day period immediately preceding the date upon which the grievance was filed in writing.

17.3.2 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.

17.3.3 In cases involving discharge, the grievance must be filed within fifteen (15) days from the date of discharge.

17.3.4 The cost of the arbitrator shall be shared equally by the Employer and the Union.

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

ARTICLE 18 - NO STRIKES OR LOCKOUTS

18.1 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 an employee to refuse to cross a primary labor union picket line at the Employer's premises that has been established to support a legal strike provided the picket line is approved by United Food and Commercial Workers Union Local 3000.

ARTICLE 19 - TECHNOLOGICAL CHANGES

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

ARTICLE 20 - SEPARABILITY-SAVING

20.1 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 judge or decree of a court of competent jurisdiction because of the conflict with any Federal or Washington State law, such validity 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.

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

ARTICLE 21 - NATIONAL HEALTH

21.1 In the event of the passage of Federal legislation during the term of this Agreement, implementing a national health program, the Employer shall assume the entire cost thereof. If such national health program does not provide the same level of benefits then, existing under the Health and Welfare Trust, the Employer shall continue to pay contributions to the Health and Welfare Trust as will be sufficient to fund the difference in benefits.

ARTICLE 22 - FREE TIME

22.1 There shall be no "free" or "time-off-the-clock" work practices under this Agreement. The Employer shall provide a time clock for accurate recording of time worked. 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.

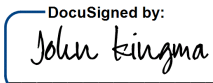
ARTICLE 23 - DURATION OF AGREEMENT


23.1 This Agreement shall be in full force and effect from and after June 18, 2023 until June 20, 2026, 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 within 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 this ____ day of _____, 2023.

PAYLESS FOODS STORES INC


UNITED FOOD & COMMERCIAL WORKERS
UNION, LOCAL 3000

DocuSigned by:

BY _____
4A21C880F772413...
John Kingma, President


BY _____
Faye Guenther, President

Date 12/7/2023

Date 1/22/24


BY _____
David Barnes, Negotiations Director

Date 1/22/24

PAYLESS FOODS STORES, INC.**APPENDIX A –WAGES****GROCERY**

For employees hired prior to June 5, 2005: The progression step hours were not printed, however they still exist for employees that were hired prior to 2005 that transfer between Appendices.

Classification	Current	6/18/23	6/16/24	6/15/25
Sr. Jny*	\$22.50	25.50	26.50	27.50
Journey person	\$22.15	25.15	26.15	27.15
	Current	6/18/23	1/1/24	1/1/25
Next 520		21.50	22.00	Wage Rates TBD based on minimum wage at that time
Next 1040 hrs.		21.00	21.50	
Next 1040 hrs.		20.50	21.00	
Next 1040 hrs.		20.00	20.50	
Next 1040 hrs.		19.50	20.00	
Next 1040 hrs.		19.00	19.50	
Next 1040 hrs.		18.50	19.00	
1 st 1040 hrs.		18.00	18.50	
Helper Clerk				
Thereafter^^		18.74	19.24	
Next 1040 hrs.		18.49	18.99	
Next 1040 hrs.		18.24	18.74	
1 st 520 hrs.		17.99	18.49	
Courtesy Clerk				
Thereafter		18.24	18.74	
1 st 1040 hrs.		17.99	18.49	

^^ Helper Clerks at the Thereafter rate as of June 18, 2023 will move to the new Thereafter rate after 1040 hrs. worked after expiration. All Helper Clerks move to post-2004 scale.

NON-FOOD, BAKERY SALES, SNACK BAR, TAKE OUT FOOD, AND DELI CLERKS

For employees hired prior to June 5, 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 June 5, 2011:

Classification	Current	6/18/23	6/16/24	6/15/25
Head Bakery Sales	\$18.40	\$21.40	\$22.40	\$24.40
Journeyman	\$18.15	21.15	22.15	24.15
	Current	6/18/23	1/1/24	1/1/25
Next 520		19.75	20.25	Wage Rates TBD based on minimum wage at that time
Next 1040 hrs.		19.50	20.00	
Next 1040 hrs.		19.25	19.75	
Next 1040 hrs.		19.00	19.50	
Next 1040 hrs.		18.75	19.25	
Next 1040 hrs.		18.50	19.00	
Next 1040 hrs.		18.25	18.75	
1 st 1040 hrs.		18.00	18.50	

In no event shall any wage classification be less than twenty-five cents (25¢) per hour above the then current minimum wage. Each rate will be at least twenty-five cents (25¢) per hour higher than the previous rate in the progression schedule not to exceed the Journeyman rate. For Apprentice and Journeyman wage rates, see the following wage tables.

Employees hired prior to June 1, 2005 will be "grandfathered" into the previous contract wage and hour progression.

Persons receiving "over-scale" wage rates shall receive the same wage increase as called for in their job classification (During this term that is: Convert \$2/hour hazard pay to regular wage rate and, Effective June 18, 2023, add \$1/hour. Effective June 16, 2024, \$1/hour increase. Effective June 15, 2025, \$1/hour increase).

Sunday Rates: For employees hired on or after June 5, 2005, but before June 5, 2011, all work performed on Sundays shall be 1.2 times the employees regular straight-time hourly rate. For employees hired on or after June 5, 2011, Sunday rates will be \$1.00 per hour over the employee's regular straight-time hourly rate.

* 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 Journeyman. 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 Journeyperson shall be employees normally working full time. One (1) employee of this classification shall be assigned to night work if night work is performed in the store.

**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. All hours exceeding such 20% shall be paid for at the Beginner Clerk's rate. All hours compensated for at the Beginner Clerk's rate shall be accumulative in determining length of service wage adjustment. Courtesy Clerks shall be given the first opportunity to fill vacancies in the Grocery Clerk classification when vacancies occur.

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 same Employer up to a maximum of 1040 hours.

LETTER OF UNDERSTANDING

JOB OPENINGS

1. 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 (6) months unless withdrawn by the employee. The Employer will not be arbitrary or capricious in considering such employee requests. Selection to fill the vacancies shall be made on the basis of seniority--ability and qualifications being relatively equal.
2. An employee promoted to another position in the store shall have a thirty (30) day trial period. Said trial period shall not jeopardize the employee's former classification or seniority.
3. If a Bakery, Deli or Non-food classification employee 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 1561 hours.
4. Seniority for scheduling purposes as an Apprentice Grocery Clerk will be the transfer date to the clerk position.

**Courtesy Clerk to Apprentice Grocery Clerk promotion language is on the wage page.

LETTER OF UNDERSTANDING

DUES CHECK-OFF

1. Added initiation and uniform dues through payroll deduction as follows:
 - a. **Union Dues Check-Off:** On a bi-weekly basis for monthly remittance, 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 within twenty (20) days of such deductions. Said deduction authorizations shall be in such form as to conform with Section 302 (c) of the Labor Management Relations Act of 1947.
 - b. Authorized initiation fees will be deducted in three (3) equal installments and remitted to the Local Union monthly.
 - c. It is understood the Employer is not liable in any manner if the employee is not on the payroll at the time deductions are being processed.
 - d. Indemnity 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 Employers 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.

LETTER OF UNDERSTANDING

DOCTOR'S NOTE

It is agreed that the Employer will not automatically require doctor's notes when employees call in sick.

LETTER OF UNDERSTANDING

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 rules in their ability to work enough hours to qualify for vacation pay under the normal contract rules, the parties agree that the following provision that will only apply to these employees:

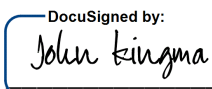
The Employers agree that for any of these employees who work less than the annual hours required hours to earn a normal vacation benefit under the contract (currently less than 800 hours per year), the Employer shall pay pro-rated vacation pay to these employees based on the yearly schedule outlined 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.)

SIGNATURE PAGE

The parties hereby agree to the following Letters of Understanding:

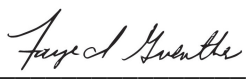
- Letter of Understanding - Job Openings
- Letter of Understanding - Dues Check-Off
- Letter of Understanding - Doctor's Note
- Letter Of Understanding: Benefits For Workers With Disabilities

PAYLESS FOODS STORES INC

BY  _____
4A21C880F772413...
 John Kingma, President

Date 12/7/2023

UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL 3000

BY  _____
 Faye Guenther, President

Date 1/22/24

BY  _____
 David Barnes, Negotiations Director

Date 1/22/24

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

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