



**MOSCOW
ROSAUERS
GROCERY**

LABOR AGREEMENT

2203G

FROM: October 13, 2019

TO: October 8, 2022

RATIFIED: November 25, 2019

UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 1439

1719 N ATLANTIC – SPOKANE WA 99205 – 1-800-359-1439/509-328-6090

www.ufcw1439.org

A G R E E M E N T

By and Between

ROSAUERS SUPERMARKETS, INC.

And

**UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 1439
CHARTERED BY
UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION**

**GROCERY
(MOSCOW)**

Effective: October 13, 2019

Through: October 8, 2022

Ratified: November 25, 2019

INDEX

Article 1 - Recognition.....	1
Article 2 - Union Security.....	1
Article 3 - Exemptions.....	2
Article 4 - Discharge.....	2
Article 5 - Working Hours.....	2
Article 6 - Holidays.....	3
Article 7 - Vacations.....	4
Article 8 - Seniority.....	8
Article 9 - Experience.....	9
Article 10 - Funeral Leave.....	10
Article 11 - Jury Duty Service and Witness Service.....	10
Article 12 - Industrial Insurance.....	11
Article 13 - Savings Clause.....	11
Article 14 - Wearing Apparel.....	11
Article 15 - Wage Statements.....	11
Article 16 - Store Visits.....	11
Article 17 - Store Cards.....	11
Article 18 - Leave of Absence.....	12
Article 19 - Sick Leave.....	13
Article 20 - Wage Scales and Classifications.....	14
Article 21 - Health and Welfare, Dental, Prescription, Vision.....	14
Article 22 - Retirement Program.....	15
Article 23 - General Provisions.....	16
Article 24 - Grievances.....	17

Article 25 - No Discrimination 19

Article 26 - Technological Change 19

Article 27 - No Strike and Lockout..... 19

Article 28 - Cross-Classification Work..... 19

Article 29 - Duration..... 19

Wages and Sunday Premium Modifications..... 20

Working Regulations 21

Appendix A - Grocery and Produce Classifications and Wage Rates 22

Appendix B - Bakery Sales..... 25

Appendix C - Natural Living, GM, Bulk Foods, Floral..... 26

Appendix D - Deli..... 27

Letter of Understanding - Optional Accelerated Arbitration Procedure..... 29

Letter of Understanding - Corporate Campaign 31

Letter of Understanding - General Provisions 32

Letter of Understanding - Seniority Provisions 33

Letter of Understanding - Scheduling Abuse..... 34

Letter of Understanding - Job Opening Notification Procedure 35

Letter of Understanding - 4 X 10-Hour Work Week..... 36

Letter of Understanding - Most Favored Nations 37

Letter of Understanding - Limit on Back Pay for Discipline Cases 38

Letter of Understanding - Liquor Work..... 39

Letter of Understanding - Dues Check-Off 40

Signature Page 41

AGREEMENT

By and Between

ROSAUERS SUPERMARKETS, INC.

And

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1439

**GROCERY
(Moscow)**

This Agreement is made and entered into 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 Rosauers Supermarkets, Inc., their successors and/or assigns, party of the second party, 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 all stores of the Employer's present and future retail establishments located in the Moscow metropolitan area and vicinity within the jurisdiction of Local #1439, with respect to rates of pay, hours, and other conditions of employment.

ARTICLE 2 - UNION SECURITY

2.1 As long as the Idaho "Right to Work" law remains in effect, the following provision will be effective: Beginning with the first full pay period in July 1991 and continuing for the term of this Agreement, the Employer agrees to deduct from any wages due the employee for the first full pay period of the month, the lawful, required periodic dues for that month due from such employee to the Union. Such dues will only be deducted if the Employer has a valid, lawful written union dues deduction authorized in its possession by the twentieth (20th) day of the month preceding the month in which the dues are to be deducted.

The deduction will be discontinued upon termination of the contract, termination of the employee, resignation of the employee from the Union, or thirty (30) days written notice by the employee to the Union and the Employer of the cancellation of the employee's dues check-off authorization.

2.2 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.

2.3 It is agreed the Employer shall electronically 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.

2.4 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 Store Manager, Assistant Store Manager, Service Manager and General Merchandise Manager shall not be required to be a member of the Union. In addition, the Service Manager, Deli Manager and File Maintenance Clerk shall be exempt.

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. A committee of not less than two (2) representatives from the Employer and two (2) representatives from the Union shall review any case of discharge in the event either party desires such a review. The Employer has ninety (90) days after the initial date of hire to evaluate an employee for continuous employment. Within the ninety (90) day period, the Employer may terminate the employee without recourse from the Union.

ARTICLE 5 - WORKING 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 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 (½) 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 (10) minutes, on the Employer's time, for each four (4) 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 (3) 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 work week, and any alteration in such work schedule changing the employees' days off must be made not later than Saturday noon. It is understood that the established work schedule may be changed as required by unexpected developments, such as illness of employees, accidents, reduction in business, etc. The Employer will attempt to advise the affected employee(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 Helper Clerks and Courtesy Clerks, shall be required to work less than four (4) continuous hours in any (1) 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.

ARTICLE 6 - HOLIDAYS

6.1 The following days shall be considered as holidays for non-probationary employees (employees hired after May 15, 1985 shall have a five (5) month waiting period):

New Year's Day (January 1)
Memorial Day (last Monday in May)
Independence Day (July 4)
Labor Day (first Monday in September)
Thanksgiving Day (fourth Thursday in November)
Christmas Day (December 25)

6.1.1 For Employees Hired on or After May 20, 2008, there shall be no holidays for the first six (6) months of employment (i.e. no holiday pay and no premium for working on a

holiday during this six [6] months period). For the next 2080 hours the premium for working on a holiday shall be \$1.25 per hour. Thereafter, the premium for working on a holiday shall be time and one-half (1 ½) their regular rate of pay.

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 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</u>	<u>Hours of Holiday Pay</u>
12-24 hours	4 hours pay
24-32 hours	6 hours pay
32 or more	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 employee shall be required to work on Thanksgiving or Christmas. If there are insufficient volunteers to properly operate the store, then employees will be scheduled via inverse seniority. No employee shall be required to work past 7:00 p.m. on Christmas Eve.

6.6 Employees who qualify for holiday pay as specified in paragraph 6.3 of Article 6, shall be paid time and one-half (1-1/2) 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 (1-1/2) for work performed on such holidays, provided this shall not apply to the employee's birthday.

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

7.1.1 New Hire Vacation Schedule for Employees Hired On or After May 20, 2008:

- 1 week after 1 year
- 2 weeks after 3 years
- 3 weeks after 8 years
- 4 weeks after 14 years

7.1.2 For employees hired On or After August 2, 2011:

- After 1 year of continuous employment.....1 week of vacation
- After 3 years of continuous employment.....2 weeks of vacation
- After 8 years of continuous employment.....3 weeks of vacation
- After 18 years of continuous employment.....4 weeks of vacation

7.2 Employees who have worked with the same Employer two (2) years and each subsequent anniversary date of their work to the eighth (8th) anniversary date of their work (after the second 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 New Hire Vacation Schedule for Employees Hired On or After May 20, 2008

- 1 week after 1 year
- 2 weeks after 3 years
- 3 weeks after 8 years
- 4 weeks after 14 years

7.2.2 For employees hired On or After August 2, 2011:

After 1 year of continuous employment.....1 week of vacation
After 3 years of continuous employment.....2 weeks of vacation
After 8 years of continuous employment.....3 weeks of vacation
After 18 years of continuous employment.....4 weeks of vacation

7.2.3 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) 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 New Hire Vacation Schedule for Employees Hired On or After May 20, 2008

1 week after 1 year
2 weeks after 3 years
3 weeks after 8 years
4 weeks after 14 years

7.3.2 For employees hired On or After August 2, 2011:

After 1 year of continuous employment.....1 week of vacation
After 3 years of continuous employment.....2 weeks of vacation
After 8 years of continuous employment.....3 weeks of vacation
After 18 years of continuous employment.....4 weeks of vacation

7.3.3 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) 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 and each subsequent anniversary date of their work (after the fourteenth (14th) 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 New Hire Vacation Schedule for Employees Hired On or After May 20, 2008

- 1 week after 1 year
- 2 weeks after 3 years
- 3 weeks after 8 years
- 4 weeks after 14 years

7.4.2 For employees hired On or After August 2, 2011:

- After 1 year of continuous employment.....1 week of vacation
- After 3 years of continuous employment.....2 weeks of vacation
- After 8 years of continuous employment.....3 weeks of vacation
- After 18 years of continuous employment.....4 weeks of vacation

7.4.3 Employees who average twenty (20) hours or more per week, who terminate or are terminated (discharge for dishonesty excepted) after the fourteenth (14th) 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 Employees will attain seniority after ninety (90) days of continuous service with one Employer. Upon completion of this period, seniority shall date back to the date of hire. Seniority shall be applicable on an individual store basis and shall apply in the reduction of the number of employees performing comparable work, and the last employee hired shall be the first employee laid off, provided qualifications and ability are equal. Conversely, the last employee laid off shall be the first employee recalled. Seniority shall be defined as length of continuous employment with the same individual Employer. If two (2) 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 the expiration of an authorized leave of absence, or failure to report for work if recalled from layoff.

Seniority will not be broken by any employee on an approved leave of absence; however, seniority shall not accumulate while on such leave granted by the Employer.

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 or her desire for additional hours of work. Regular employees shall not have their hours arbitrarily reduced for the sole purpose of increasing 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 (2) years have elapsed since last employed in comparable experience, full credit is given; if more than two (2) years, no credit shall be given.

9.1.2 Journey person: If less than two (2) years have elapsed, employee shall be considered a journey person; if two (2) to three (3) years have elapsed, employee shall be considered a senior apprentice; if three (3) to four (4) years have elapsed, the employee shall be considered a junior apprentice for a period of three (3) months, then given senior apprentice rate for five (5) months, then given journey person rate.

9.1.3 If more than four (4) 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.

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

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 work day 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 Article 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 (½) of his/her normal work day.

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 Idaho or 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 and 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 Idaho or 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 final 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, except when the employee returns prior to the end of a granted leave of absence and, in that event, the employee shall be returned as soon as the Employer can reasonably make arrangements to do so.

18.7 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.

18.8 The parties agree to comply with the Family and Medical Leave act of 1993.

18.9 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>
1680 to 2080	32
2081 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 on that day 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 (1), 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 (1) 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 A, B, C, and D, which are hereby made a part of this Agreement.

ARTICLE 21 - HEALTH AND WELFARE, DENTAL, PRESCRIPTION, VISION

21.1 The Employer agrees to provide the same level of coverage and make the same contributions as provided in the Spokane Retail Grocery Agreements. Any modifications in coverage or contribution rates shall be effective on the same dates such modification becomes effective under the Spokane Major Employer Agreements. 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 Helper Clerks and Courtesy Clerks) who worked eighty (80) hours or more during the preceding month.

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

21.3 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.

21.3.1 Notwithstanding the provisions of paragraph 21.3, 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.

21.4 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. Each 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.

21.5 "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.

ARTICLE 22 - RETIREMENT PROGRAM

22.1 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 Retail Clerks Pension 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.

22.2 Based on all compensable straight-time hours, the Employer shall pay fifty-five cents (55¢) per hour for Appendix A grocery clerks and fifty cents (50¢) per hour for Appendix B & C clerks up to a maximum of one hundred seventy-three (173) hours per calendar month into the Sound Retirement Trust (formerly Retail Clerks Pension Trust). There shall be no contribution for employees in the Helper Clerk and Courtesy Clerk classifications. These monies shall be used by the Board of Trustees to provide pension benefits to eligible employees.

22.3 Employees hired or promoted between October 6, 1990 and May 3, 2004 shall have a waiting period of 1,040 hours worked before pension contributions are made on their behalf.

22.4 Employees hired on or after May 4, 2004 shall have a waiting period of 1,040 hours or one calendar year, whichever is longer, before the employer is required to begin making contributions. After the waiting period above, the following shall be the required hourly contribution:

	Apprentice* Appendices A, B, & C	Journeyman Appendix A	Journeyman Appendices B & C
Base	\$0.25	\$0.55	\$0.50
Pre-PPA Suppl.^	\$0.10	\$0.10	\$0.10
Past Rehab Incr.	\$0.54	\$0.54	\$0.54
Current Total:	\$0.89	\$1.19	\$1.14
Rehab Plan Increases This Term:			
Dec. 2019 hours (+\$0.108)	\$0.998	\$1.298	\$1.248
Jan. 2020 hours (+\$0.106)	\$1.104	\$1.404	\$1.354
Jan. 2021 hours (+\$0.106)	\$1.210	\$1.510	\$1.460
Jan. 2022 hours (+\$0.106)	\$1.316	\$1.616	\$1.566

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

*Employees shall receive the Apprentice rate until they work 10,400 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 Journeyman pension contribution.

22.5 The contributions referred to in Article 22, paragraph 22.2, shall be computed 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.

22.5.1 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.

22.6 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.

22.7 Pension Protection Act ("PPA"): This Agreement is to be subject to the Rehabilitation Plan adopted by the Board of Trustees as revised June 22, 2016.

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 journeyman, 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 reemployment within ninety (90) days following discharge.

23.9 The Company agrees to notify the Union of the sale and/or closure of a store at least thirty (30) days in advance, whenever practical. Reasons where the thirty (30) days notice is not practical may include but are not limited to lease contingencies, financing arrangements, and/or finalization of the buy/sell arrangements.

23.10 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.)

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.

24.2 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.

24.3 It is distinctly understood and agreed that the Board of Arbitration 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 Agreement, but only on the contractual obligations that are specifically provided in this Agreement.

24.4 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.

24.5 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 pertaining to discrimination because of race, color, religion, sex, national origin, disability, or age.

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 the Agreement there will be no strikes of 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 October 13, 2019 through October 8, 2022, and thereafter from year to year unless sixty (60) days’ written notice of modification is given by either party before the expiration date.

ROSAUERS SUPERMARKETS, INC.

UFCW LOCAL 1439

DocuSigned by:
Carol Hawkins 5/26/2020
FC7272533D664C0...

Carol Hawkins Date
HR/Labor Relations Director

DocuSigned by:
Eric Renner 6/3/2020
C4E06EB8E633495...

Eric Renner Date
President

WAGES AND SUNDAY PREMIUM MODIFICATIONS

SUNDAY PREMIUM

Current Employees: No Change.

Employees hired on/after ratification (8/28/11) in classifications that have a Sunday premium:
\$1.00 per hour.

WORKING REGULATIONS

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

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

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

APPENDIX A
GROCERY AND PRODUCE CLASSIFICATIONS AND WAGE RATES

Classification	Current	10/13/19	10/11/20	10/10/21
Produce Manager	\$16.26	\$16.56	\$16.86	\$17.16
Journey person	15.96	16.26	16.56	16.86
8321-10400 hours	12.00	12.00	12.00	12.00
7281-8320 hours	11.75	11.75	11.75	11.75
6241-7280 hours	10.50	10.50	10.50	10.50
5201-6240 hours	9.50	9.50	9.50	9.50
4161-5200 hours	9.30	9.30	9.30	9.30
3121-4160 hours	9.10	9.10	9.10	9.10
2081-3120 hours	8.90	8.90	8.90	8.90
1041-2080 hours	8.70	8.70	8.70	8.70
0-1040 hours	8.50	8.50	8.50	8.50
Helper Clerks				
Thereafter	7.90	7.90	7.90	7.90
1041-2080 hours	7.70	7.70	7.70	7.70
0-1040 hours	7.60	7.60	7.60	7.60
Courtesy Clerks				
Thereafter	7.60	7.60	7.60	7.60
1041-2080 hours	7.45	7.45	7.45	7.45
0-1040 hours	7.35	7.35	7.35	7.35

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

Hours of experience as an apprentice are 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 (1) calendar month. Progression wage increases in conformance with this Appendix shall be effective on the first Sunday following the completion of the hours specified above.

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

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

At the Employer's discretion, Helper Clerks may be placed in the Apprentice Grocery Clerk classification. The first thirty (30) days in such classification shall be considered a training period. The Employer is not obligated to retain an employee who does not perform the work in a satisfactory manner during that training period, and may return the employee to his/her former classification and wage rate without recourse from the Union. However, if such employee does perform work in a satisfactory manner during such period of training, said employee shall receive

credit for fifty percent (50%) of all hours worked as a Helper Clerk toward his/her progression as an Apprentice Clerk as outlined elsewhere in this Agreement. Said credit shall not exceed a maximum of one thousand forty (1,040) hours.

Whenever there are openings in the Beginner Clerk classification only, Helper Clerks shall be promoted prior to the use of new hires. Nothing herein shall be construed as requiring the Employer to promote Helper Clerks to any position other than Beginner Clerk. The Employer shall be the sole judge of which Helper Clerks are to be promoted to the Beginner Clerk classification, and it shall not be required that such Helper Clerks be promoted by seniority. Nothing in this section or elsewhere in this Agreement shall be interpreted so as to entitle any employee to automatically progress from the Helper Clerk classification to the Beginner Clerk classification.

Premium Pay (excluding Helper and Courtesy Clerks):

1. Hours after 7:00 p.m. and before 7:00 a.m., Monday through Saturday: sixteen cents (16¢) per hour.
2. Sunday Premium. Employees Hired Prior to May 20, 2008: All work performed on Sundays: \$1.50 per hour

Employees Hired On or After May 20, 2008 but before July 28, 2011:

First 2080 hours:	\$0.75 per hour
Thereafter:	\$1.50 per hour

Employees Hired On or After July 28, 2011:

First 2080 hours:	\$0.75 per hour
Thereafter:	\$1.00 per hour

3. Journeyperson Produce Clerks shall receive all wage increases as set forth above regardless of their present wage structure.
 - a) Fifteen cents (15) per hour additional will be paid to one (1) Produce Clerk in each store who has been designated by management as responsible for the administrative functions of the Produce Department and must be a member of the bargaining unit.
4. There shall be no compounding or pyramiding of overtime pay and premium pay.

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

- a. Bag or box merchandise after it has been checked out and take it to customer vehicles.
- b. Perform cleaning assignments in and around the store.
- c. Return products or exchange products brought to the check stand by customers.

- d. Collect and line up shopping carts and return them to the store from the parking lot.
- e. Stock supplies in the check stands.
- f. Collect bottles, take them to the designated area, sort and perform the work incidental to such function.
- g. Change the reader board and window signs.
- h. Incidental assignments of duties other than those specified in A-G (and other than checking) are permissible so long as such assignment is not their primary work assignment and, in any event, shall not exceed twenty percent (20%) of the Courtesy Clerk's hours.

**APPENDIX B
BAKERY SALES**

Classification	Current	10/13/19	10/11/20	10/10/21
Bakery Sales Manager	\$13.93	\$14.23	\$14.53	\$14.83
Journey person	12.43	12.73	13.03	13.33
8321-10400 hours	9.65	9.65	9.65	9.65
7281-8320 hours	9.50	9.50	9.50	9.50
6241-7280 hours	9.35	9.35	9.35	9.35
5201-6240 hours	9.20	9.20	9.20	9.20
4161-5200 hours	9.05	9.05	9.05	9.05
3121-4160 hours	8.90	8.90	8.90	8.90
2081-3120 hours	8.75	8.75	8.75	8.75
1041-2080 hours	8.60	8.60	8.60	8.60
0-1040 hours	8.45	8.45	8.45	8.45

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

Hours of experience as an apprentice are 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 (1) calendar month. Progression wage increases in conformance with this Appendix shall be effective on the first Sunday following the completion of the hours specified above.

PREMIUM PAY

1. Hours after 7:00 p.m. and before 7:00 a.m., Monday through Saturday: sixteen cents (16¢) per hour.
2. Sunday Premium. Employees Hired Prior to May 20, 2008: All work performed on Sundays: \$1.50 per hour

Employees Hired On or After May 20, 2008 but before July 28, 2011:

First 2080 hours: \$0.75 per hour
Thereafter: \$1.50 per hour

Employees Hired On or After July 28, 2011:

First 2080 hours: \$0.75 per hour
Thereafter: \$1.00 per hour

3. Journey person Produce Clerks shall receive all wage increases as set forth above regardless of their present wage structure.

APPENDIX C
NATURAL LIVING, GM, BULK FOODS, FLORAL

Classification	Current	10/13/19	10/11/20	10/10/21
Floral Manager	\$13.93	\$14.23	\$14.53	\$14.83
Journey person	12.43	12.73	13.03	13.33
8321-10400 hours	9.65	9.65	9.65	9.65
7281-8320 hours	9.50	9.50	9.50	9.50
6241-7280 hours	9.35	9.35	9.35	9.35
5201-6240 hours	9.20	9.20	9.20	9.20
4161-5200 hours	9.05	9.05	9.05	9.05
3121-4160 hours	8.90	8.90	8.90	8.90
2081-3120 hours	8.75	8.75	8.75	8.75
1041-2080 hours	8.60	8.60	8.60	8.60
0-1040 hours	8.45	8.45	8.45	8.45

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

Hours of experience as an apprentice are 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 (1) 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.

Each “subgroup” classification listed under this Appendix shall be maintained separately for seniority purposes (G.M., Natural Living, Produce Service, bulk foods, Floral, etc.).

PREMIUM PAY

1. Hours after 7:00 p.m. and before 7:00 a.m., Monday through Saturday: sixteen cents (16¢) per hour.
2. Sunday Premium. Employees Hired Prior to May 20, 2008: All work performed on Sundays: \$1.50 per hour

Employees Hired On or After May 20, 2008 but before July 28, 2011:

First 2080 hours:	\$0.75 per hour
Thereafter:	\$1.50 per hour

Employees Hired On or After July 28, 2011:

First 2080 hours:	\$0.75 per hour
Thereafter:	\$1.00 per hour

3. There shall be no compounding or pyramiding of overtime pay and premium pay.

**APPENDIX D
DELI**

Classification	Current	10/13/19	10/11/20	10/10/21
Journeyperson	13.45	13.75	14.05	14.35
8321-10400 hours	10.35	10.35	10.35	10.35
7281-8320 hours	10.15	10.15	10.15	10.15
6241-7280 hours	9.95	9.95	9.95	9.95
5201-6240 hours	9.75	9.75	9.75	9.75
4161-5200 hours	9.55	9.55	9.55	9.55
3121-4160 hours	9.35	9.35	9.35	9.35
2081-3120 hours	9.15	9.15	9.15	9.15
1041-2080 hours	8.95	8.95	8.95	8.95
0-1040 hours	8.75	8.75	8.75	8.75

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

Hours of experience as an apprentice are 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 (1) calendar month. Progression wage increases in conformance with this Appendix shall be effective on the first Sunday following the completion of the hours specified above.

PREMIUM PAY

1. Hours after 7:00 p.m. and before 7:00 a.m., Monday through Saturday: sixteen cents (16¢) per hour.
2. Sunday Premium. Employees Hired Prior to May 20, 2008: All work performed on Sundays: \$1.50 per hour

Employees Hired On or After May 20, 2008 but before July 28, 2011:

First 2080 hours: \$0.75 per hour
Thereafter: \$1.50 per hour

Employees Hired On or After July 28, 2011:

First 2080 hours: \$0.75 per hour
Thereafter: \$1.00 per hour

3. There shall be no compounding or pyramiding of overtime pay and premium pay.

Applicable to the Deli Department

- a) Participate in Multi-Employer – UFCW Retirement Savings Plan (rate in effect is fifty [50¢]).

- b) Employer reserves the right to assign a person as Deli Manager without regard to seniority who shall be exempt from the contract.

Applicable to the Produce Service Clerks

- a) Employer reserves the right to assign a person a “Lead” Produce Service Clerk without regard to seniority. Wage rate shall be at the discretion of the Employer, but shall not be less than Journey person rate for this classification.
- b) Participation in Multi-Employer UFCW Retail Clerks Pension Trust (rate in effect is fifty [50¢]).

Applicable to floral Service Clerk

- a) Employer reserves the right to assign a person a “Lead” or “Department Manager” without regard to seniority. Wage rate shall be at the discretion of the Employer, but shall not be less than Journey person rate for this classification.
- b) Participate in Multi-Employer UFCW Retail Clerks Pension Trust (rate in effect is fifty [50¢]).

LETTER OF UNDERSTANDING
OPTIONAL ACCELERATED ARBITRATION PROCEDURE
(Optional by mutual agreement only)

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

conclusion.

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

**LETTER OF UNDERSTANDING
CORPORATE CAMPAIGN**

This letter reiterates and confirms the agreement reached by the Employer and UFCW Local # 1439 during the negotiations for clerk and meat agreements. Local # 1439 believes it has a good faith working relationship with the Employer 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 the Employer.

The parties recognize 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 GENERAL PROVISIONS

Pursuant with mutual Grocery Collective Bargaining Agreements (CBA's) between Rosauers Supermarkets, Inc. and United Food and Commercial Workers Union, Local 1439 and in consideration for the best interest of Rosauers' employees, the parties agree to the following:

1. During the period of May 15 through September 15 each year, the Employer may elect and exercise, at its sole discretion, temporary promotion actions regarding Helper Clerk(s) moved to Apprentice Clerk status during parts or all of the four (4) month period referenced above.
2. This Agreement is based on mutual consideration for the stores' needs, fairness to current employees, and the otherwise restrictive language contained under Appendices "A" of the various CBA's, regarding the requirement to retain such Helper Clerks who are promoted to Apprentice Clerk and maintain such status for 31 days or longer.
3. This Agreement shall serve as mutual agreement by all parties to waiver such restrictive language during the period May 15 through September 15, both dates inclusive throughout the term of this Letter of Understanding and shall automatically be renewed each new CBA term unless or until the parties mutually agree to terminate such Agreement.
4. Prior to the beginning of each successive period described above, the Employer will notify the Union of the name of each individual so selected, their social security number, store number, and the approximate dates of the temporary promotion. Furthermore, such elected individuals shall have the first opportunity to be permanently promoted to Apprentice Clerk and all hours worked on previously described temporary status shall be credited for promotional permanent status in the progressions.
5. This Letter of Understanding is restricted by the contractual General Provision that any changes altering the provisions of this Agreement must be in writing and be approved by the Employer and Union. This Letter of Understanding alters only the restrictiveness of the Appendix A language regarding Helper Clerk promotions and does not set a precedent toward or consist of the opening of any CBA for the negotiation of any other contemplated changes either party may or may not desire.

LETTER OF UNDERSTANDING SENIORITY PROVISIONS

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

1. Seniority is understood to mean length of continuous service with the individual 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 Agreements, priority, where applicable, shall be given to the senior employee, provided the senior employee's "qualifications and abilities" of the involved junior employee(s) performing the same comparable work, further provided, that all other qualifications of the various Agreements are satisfied.
3. Any work performed under the classification in the following sections shall be deemed "comparable work" for purposes of this letter: Grocery and Produce, Deli, Bakery, and Non-food.
4. In the event the Employer or the Union takes the position that the "qualifications and abilities" of the junior employee are greater than the "qualifications and abilities" of the senior employee, then priority, where applicable, shall be given to the junior employee subject to satisfying the burden of proof as follows: The party alleging that the "qualifications and abilities" of the junior employee are greater shall have the burden of proof in the matter.
5. When an employee is transferred from another area outside the geographic jurisdiction of this Agreement, the transferred employee shall retain all seniority rights with the Employer but shall be entitled to exercise such rights only after having worked in the bargaining unit for a minimum of sixty (60) days.
6. In accordance with this understanding, the Arbitration Awards between United Food & Commercial Workers Local 1439 and Rosauers Supermarkets, Inc. (Carlton J. Snow) dated July 30, 1991, and the case of Buttrey, Inc., and United Food & Commercial Workers Union Local No. 1439 (Albert L. Gese) dated September 23, 1982, shall be considered null and void and no longer applicable.

**LETTER OF UNDERSTANDING
SCHEDULING ABUSE**

The Employer shall be obligated to promptly investigate alleged scheduling abuse upon presentation, and to rectify such abuse when justified within the meaning of Articles 5 and 9 of this Collective Bargaining Agreement.

**LETTER OF UNDERSTANDING
JOB OPENING NOTIFICATION PROCEDURE**

The parties agree to the following provision as it relates to permanent individual job openings within the bargaining unit.

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(s) will not be arbitrary or capricious in considering such employee requests.

**LETTER OF UNDERSTANDING
4 X 10-HOUR WORK WEEK**

The parties agree that by mutual agreement the Employer may create 4 x10-hour work weeks in recognition that there may be some positions falling under the scope of the labor agreements that would accommodate a 4 x10-hour work week schedule for the employees occupying those positions. In that event, the parties agree that the daily overtime provisions of paragraph 5.1 of the Grocery Agreement and 5.1 of the Meat Agreement shall be applicable after ten (10) hours worked. The rest periods provided for in 5.3 of the Meat Agreement and 5.4 of the Grocery Agreement will be scheduled to provide for a 10-minute and 15-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.

**LETTER OF UNDERSTANDING
MOST FAVORED NATIONS**

Should UFCW Local 1439 enter into a Collective Bargaining Agreement with any other major - Moscow area grocery Employer after ratification of this Collective Bargaining Agreement, up to the expiration date of this Agreement, which Rosauers perceives to be more advantageous to the Employer than this Agreement, Rosauers has ninety (90) days from the receipt of a signed copy of that Agreement to invoke this Article 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 Article shall expire at midnight on the ninetieth (90th) day after the Agreement with the other Moscow area Employer is received. It is the specific intent of the parties that invocation of this Article by Rosauers requires it to adopt the entire agreement of the other Moscow area Employer. Should Rosauers 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, Rosauers may invoke the right to adopt the entire Agreement.

**LETTER OF UNDERSTANDING
LIMIT ON BACK PAY FOR DISCIPLINE CASES**

In cases where it is concluded that an employee has been improperly discharged or suspended, the arbitrator may reinstate the improperly discharged employee. The arbitrator may not render an award which requires the Employer to pay an improperly discharged or suspended employee for time that the employee has not actually worked in excess of the wage and benefits the employee would have earned had he worked his normal schedule during the ten calendar months immediately following the date of the 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 timeline as designated below. If the Union proves the Employer is at fault for the case taking longer than the usual timeline, 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 time frame 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) form date of discipline	Grievance must be filed in writing
15 from date of receipt of grievance	Response in writing 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 the Employer in writing
15 from date the demand for arbitration was received	Parties must mutually select an arbitrator
90 from the date the Parties select Arbitrator	Arbitration hearing is held
30 from date of arbitration	Briefs are filed
60 from date briefs are received	Arbitration decision issued

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

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 the Letter of Understanding.

**LETTER OF UNDERSTANDING
LIQUOR WORK**

- 1) Clerks classified under Appendix “C”, may perform any and all work relating to the handling and selling of liquor, wine beer and ale, and related products (“and related products” shall only include products not currently handled by grocery clerks). Note: It shall not be a violation of this Agreement for the Employer, at its discretion, to also (or instead) assign such work to employees classified under Appendix “A” (except Courtesy clerks).
- 2) The Company may, at its discretion, add a liquor department Manager. If it does so, such manager shall be at a rate of \$0.25 per hour above the Appendix “C” journey person rate of pay.
- 3) Wine Stewards: Current wine stewards, no change from current practice.

**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, remitted monthly, 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 following month end. Said deduction authorizations shall be such form as to confirm with Section 302(c) of the Labor Management Relations Act of 1947.
 - b. Authorized initiation fees will be deducted in three (3) equal monthly 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.

SIGNATURE PAGE

- Letter of Understanding: Optional Accelerated Arbitration Procedure
- Letter of Understanding: Corporate Campaign
- Letter of Understanding: General Provisions
- Letter of Understanding: Seniority Provisions
- Letter of Understanding: Scheduling Abuse
- Letter of Understanding: Job Opening notification Procedure
- Letter of Understanding: 4 x 10-Hour Work Week
- Letter of Understanding: Most Favored Nations
- Letter of Understanding: Limit on Back Pay for Discipline Cases
- Letter of Understanding: Liquor Work
- Letter of Understanding: Dues Check-Off

ROSAUERS SUPERMARKETS, INC.

UFCW LOCAL 1439

DocuSigned by:
Carol Hawkins 5/26/2020
EC7272533D664C0...

Carol Hawkins Date
HR/Labor Relations Director

DocuSigned by:
Eric Renner 6/3/2020
C4E06FB8F633495...

Eric Renner Date
President