

Agreement by and between
UFCW 3000
and
Rosauers (Lewiston, ID)

Grocery & Meat

Effective: 10/14/2018 - 10/16/2021

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

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

ROSAUERS SUPERMARKETS, INC.

AND

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

LEWISTON GROCERY & MEAT

Effective: October 14, 2018

Through: October 16, 2021

Ratified: December 12, 2018

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LEWISTON GROCERY & MEAT AGREEMENT

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AGREEMENT

By and Between

ROSAUERS SUPERMARKETS, INC.

And

**UNITED FOOD & COMMERCIAL WORKERS UNION LOCAL NO. 1439
GROCERY & MEAT**

LEWISTON, IDAHO

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., its successors and / or assigns party of the second part, hereinafter referred to as the Employer agree:

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

ARTICLE 1 - RECOGNITION

1.1 The Employer hereby recognizes during the term of this Agreement United Food and Commercial Workers Union Local #1439, United Food and Commercial Workers International Union, AFL-CIO, as the sole and exclusive collective bargaining agency for a unit consisting of all employees whose classifications of employment are set forth herein, in the store of the Employer's present retail establishment located in Lewiston, Idaho 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, union membership is not a condition of employment; however, employees covered by this Agreement may choose to join Local 1439 by remitting membership dues to the Local Union, and if they so choose then the following provision will be effective:

Dues Check-off: Beginning with the first full pay period in November 1993 and continuing for the term of the 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. Authorized dues shall be deducted weekly, and paid to UFCW Local 1439 monthly.

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 checkoff 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, General Merchandise, Natural Living, Floral and Deli Department Managers and the Receiving Clerk, POS/Scan Coordinators, and all other positions not listed under Appendix A, B, or C are exempt from this Collective Bargaining Agreement and shall not be required to be a member of the Union.

ARTICLE 4 - DISCHARGE

4.1 No employee shall be disciplined or discharged except for just cause, provided, however, that the Employer shall be the judge of the competency and qualifications of its 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 - 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 ½) for hours worked on the shortest day of employment.

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

5.4 Rest Period: Employees shall be allowed a rest period of not less than ten (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 workweek, and any alteration in such work schedule changing the employees' days off must be made not later than Saturday noon. It is understood that the established work schedule may be changed as required by unexpected developments, such as illness of employees, accidents, reduction in business, etc. The Employer will attempt to advise the affected employee 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 (4) continuous hours in any one day on which order to report to 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 employees who have worked five (5) full months next following their most recent date of hire:

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 Employees hired after ratification must be on the Employer's payroll for six (6) months and meet the other requirements of this Article in order to qualify for any holiday pay/premium benefits [The qualifier for the employees Birthday holiday remains one year].

6.2 Employees with one (1) year of continuous service with the Employer shall receive their Birthday as an additional paid holiday. By mutual agreement between the Employer and employee, applicable during a work week when the employee is not scheduled to work 40 hours, the employee may receive payment in lieu of such holiday in accordance with Article 6, paragraphs 6.3 and 6.3.1. Employees shall give the Employer a thirty (30) day notice prior to their birthday. The birthday shall be observed within thirty (30) days of the employee's birthday on a mutually agreeable day. In the event the employee's birthday falls on the same day as any of the holidays as specified in paragraph 6.1 of this Article, the employee's birthday will be celebrated on another day in accordance with the procedure set forth in the previous sentence.

6.3 Eligible employees who average twelve (12) hours or more per week during the preceding twelve week period, and who work during the week in which the holiday occurs, and report for work their last scheduled working day preceding and their next scheduled working day immediately following the holiday, shall be paid for holidays specified in paragraphs 6.1 and 6.2 of this Article, not worked, based on the average hours worked per day during the twelve week period immediately preceding said holiday.

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; however, the Employer reserves the right to remain open and staff the store according to its needs in the event local major competition remains open past 7:00 p.m. on Christmas Eve.

6.6 Employees who qualify for holiday pay as specified in paragraph 6.3 of this Article 6, shall be paid time and one-half (1 ½) 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 this Article 6 shall receive time and one-half (1 ½) for work performed on such holidays, provided this shall not apply to the employee's birthday.

- 6.6.1 For employees hired after June 20, 2011, the following shall apply:
 - No premium for first six (6) months (birthday wait remains 12 months).
 - Next 2080 hours, premium for working on a holiday shall be \$1.25.
 - Thereafter, premium for working on holiday shall be time and one-half (1 ½).

ARTICLE 7 - VACATIONS

7.1 Employees who have worked with the same Employer one (1) year (after the first year of continuous work), and who average twenty (20) hours or more per week, shall be entitled to earned 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>Years of Service</u>	<u>Vacation Time (Full Weeks)</u>
1 Year	1 Week
2 through 7 Years	2 Weeks
8 through 13 Years	3 Weeks
14 Years and Thereafter	4 Weeks

- 7.1.1 For employees hired after June 20, 2011, the following shall apply:
 - After 1 year of continuous employment 1 week of vacation
 - After 3 years of continuous employment 2 weeks of vacation
 - After 10 years of continuous employment 3 weeks of vacation
 - After 20 years of continuous employment4 weeks of vacation

7.2 Earned vacation time off from scheduled work shall be taken in full week(s) increments pursuant with the schedule listed under Section 7. 1. Vacation pay for such period(s) shall be determined by calculating the employee's average weekly hours worked during the preceding anniversary year up to a maximum of 40 hours per week.

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

7.2.1.1 Employees hired after June 20, 2011 who average twenty (20) hours or more per week, who terminate or are terminated (discharge for dishonesty excepted) after the first or any subsequent anniversary date of their work up to the tenth (10) 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.

7.2.2 Employees who average twenty (20) hours or more per week, who terminate or are terminated (discharge for dishonesty excepted) after the eighth (8th) or any subsequent anniversary date of their work up to their fourteenth (14th) 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.

7.2.2.1 Employees hired after June 20, 2011 who average twenty (20) hours or more per week, who terminate or are terminated (discharge for dishonesty excepted) after the tenth (10) anniversary date of their work up to their twentieth (20) 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.

7.2.3 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.

7.2.3.1 Employees hired after June 20, 2011 who average twenty (20) hours or more per week, who terminate or are terminated (discharge for dishonesty excepted) after the twentieth (20) anniversary date of their work or any subsequent anniversary date of their 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.

7.3 Vacation may not be waived by employees nor may extra pay be received for work during that period. Earned vacation time off must be taken in full week increments; however, by prior mutual agreement each week may encompass parts of two consecutive weeks by starting and ending the vacation week on a day other than Sunday.

7.4 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.

7.5 It is hereby understood and agreed that in computing "hours of paid vacation" for employees who regularly appear on the payroll for thirty-two (32) or more hours per week, the terms of paragraphs 7.1 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.

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

7.7 A vacation request schedule shall be posted by March 1 of each year. Employees may sign up for their week(s) requested through March 30th. Employees shall be given preference in the choice of vacation date(s) requested based upon seniority, regulated by the number(s) of

employees authorized by the Employer to be off work during the same week. Vacation request awards will be posted by the Employer by April 15 each year. Employee requests for vacation time off after March 30th shall be considered without regard for seniority.

7.8 Earned vacation pay shall be paid to the employee immediately prior to the start of his vacation provided the employee requests the pay a minimum of fourteen (14) days prior to his vacation.

7.9 Employees entitled to two (2) or more weeks of vacation may take two (2) weeks of vacation consecutively. Requests for the third and/or fourth week of vacation may be considered after the first and/or second week vacation requests of all eligible employees have been considered.

7.10 Vacations shall not be accrued from year to year and all earned vacation must be taken within the anniversary year of the employee. Failure of an employee to take all earned vacation within the next anniversary year shall result in forfeiture of any unused earned vacation benefit.

ARTICLE 8 - SENIORITY

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

8.2 An employee's seniority shall be broken by:

1. Voluntary quit
2. Discharge
3. Layoff in excess of ninety (90) days
4. Absence caused by illness or non-occupational accident or 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.

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

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

ARTICLE 9 - EXPERIENCE

9.1 Previous, provable, comparable experience is subject to evaluation by the Employer, and the Employer agrees that previous, provable experience in the retail grocery industry will be considered. Credit for past experience is up to the individual Store Manager and the employee. However, in the event the employee requesting experience credit is a "rehire" into the same classification and has less than two years break in service, then the employee shall be assigned the rate of pay in effect when he/she last left the employ of the Employer. Any agreement between them will not be subject to the grievance and arbitration procedure.

9.2 Previous, provable, comparable experience of new or rehired employees in the retail grocery industry shall only be considered provided such past experience is claimed by the employees on his/her employment application setting forth the experience being claimed and proof of such experience is furnished to the Employer by the employee within thirty (30) days of the date of hire or rehire. If an employee can demonstrate within such thirty (30) day period that he has made reasonable effort to obtain such proof of experience and has been unable to do so through no fault of his own, he will be given an additional thirty (30) days in which to furnish such proof, provided, however, that in no event shall retroactive adjustment of his wages exceed thirty (30) days.

ARTICLE 10 - FUNERAL LEAVE

10.1 After their first year of employment, employees who are regularly employed twenty (20) hours or more per week shall be allowed up to three (3) days off with pay for loss of their normal scheduled hours of work during the three (3) calendar days commencing with or immediately following the date of death of a member of their immediate family, provided the employee attends the funeral. Funeral leave will be paid only with respect to a workday on which the employee would otherwise have worked, and shall not apply to an employee's scheduled days off, holidays, vacations, or any other day in which the employee would not, in any event, have worked. Scheduled days off will not be changed to avoid payment of funeral leave. Funeral leave shall be paid at the employee's regular straight-time hourly rate. Immediate family shall be defined as spouse, son, daughter, father, mother, brother, sister, father-in-law and mother-in-law of present spouse, and grandparents.

ARTICLE 11 - JURY DUTY SERVICE AND WITNESS SERVICE

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

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

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

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

11.1.4 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 to provide equivalent coverage through a private carrier selected by the Employer or to self-insurance. If equivalent coverage is elected, the Employer agrees to furnish evidence of such coverage upon request of the Union.

ARTICLE 13 - SAVINGS CLAUSE

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

ARTICLE 14 - WEARING APPAREL

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

14.2 Washable 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 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 may be displayed in a prominent place in the store.

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 Temporary disability as diagnosed by the attending physician or 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 Leave 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 up to a maximum of 30 days and shall be considered at the sole discretion of the Employer on behalf of regular employees regardless of the length of service.

18.3 An employee who wants a leave of absence shall submit to his Employer in writing his 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 or 18.2 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 Absent the Employer returning the employee to work under the Employer's Return to Work program, employees must be able to resume their 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 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 other branch of the United States Military Service, they shall retain, consistent with their physical and mental abilities, all seniority rights hereunder for the period of this Agreement or any renewal or extension thereof, provided application for reemployment is made within ninety (90) days after being honorably discharged from such military service, current law to govern at time of application.

18.8 Upon request of the Union, leaves of absence without pay for Union business not to exceed nine (9) months may be granted by the Employer to employees regardless of length of service. The Union agrees such employees shall not be used to organize or engage in any campaign related to signatory employers.

ARTICLE 19 - SICK LEAVE

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

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

<u>Hours Worked</u>	<u>Hours of Sick Leave Pay</u>
1680 – 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 or has a medically determined disabling outpatient surgery that precludes the employee from working on such first (1st) normally scheduled working day, shall continue for each normally scheduled working day of illness thereafter, and shall be in an amount per day equal to the average number of straight-time hours worked per day by the employee during the past twelve (12) months; provided, (1) the daily total of sick leave pay under this Article and disability payments provided by the Health and Welfare Plan shall not exceed the current regular straight-time rate for the employee's average hours up to eight (8) hours per day; and (2) not more than five (5) days' net pay shall be required in any one workweek.

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

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

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

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

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

19.9 Employees shall be permitted family leave in accordance with RCW 49.12 on the same terms and conditions (including eligibility requirements) as provided in Section 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 Appendixes A, B, and C, which are hereby made a part of this Agreement.

ARTICLE 21 - HEALTH & WELFARE

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

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

21.2 Coverage Tunnel Lengths:

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

21.2.2 For all other employees:

a) Employees hired prior to April 27, 2009: Level 3 coverage

b) Employees hired on or after April 28, 2009:

- During the first sixty (60) days of employment, the Employer shall not be required to make a contribution (this provision shall be administered the same as it has been for Central Washington Agreements).
- For the following twenty-four (24) calendar months, the Employer shall make contributions at the Level 1 rate. The employee will receive coverage once he or she qualifies under the Trust's eligibility rules.
- For the next twenty-four (24) calendar months, the Employer shall make contributions at the Level 2 rate and eligible employees shall have Level 2 coverage.
- Thereafter, the Employer shall make contributions at the Level 3 rate and eligible employees shall have Level 3 coverage.

21.3 Employer Contribution rates: When an Employer contribution is required according to the terms above, the Employer contribution rates shall be (2018 rates):

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

Effective on January 2019 hours, the Employer's monthly contribution may increase by up to thirty dollars (\$30) per covered employee per month, if needed, to maintain the current benefit level and to produce an unrestricted reserve (over IBNR) of four (4) months at the end of that plan year. Any amount not called shall not roll over to future years.

Effective on January 2020 hours, the Employer's monthly contribution may increase by up to twenty-seven dollars and fifty cents (\$27.50) per covered employee per month, if needed, to maintain the current benefit level and to produce an unrestricted reserve (over IBNR) of four (4) months at the end of that plan year. Any amount not called shall not roll over to future years.

21.4 Employee Contribution rates: Effective January 2018 hours, the employee contribution rates (through mandatory payroll deduction) for all employees shall be:

Level 1:	\$15 per week
Level 2:	\$18 per week
Level 3:(full coverage)	\$21 per week

If the employer contribution increases during 2019 or 2020, employee contribution rates shall increase by an additional \$1 per week on the same effective date.

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

21.5 Employees shall have the option to opt out of coverage in accordance with Trust policy. Employees who opt out of coverage shall not be required to pay the employee contribution (however, the Employer contribution is still required). For employees hired after September 10, 2008, employees must “opt in” in order to have coverage.

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

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

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

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

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

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

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 Sound Retirement Trust, and agree to be bound by said Trust Agreement and all amendments thereto, heretofore and hereafter adopted. The Employer further agrees to accept as his/her representatives the Employer Trustees serving on the Board of Trustees of said Trust and their lawful successors. There shall be no contributions required for employees in the Helper Clerk or Courtesy Clerk classifications.

22.2 For employees hired or promoted prior to February 14, 2005: The Employer contribution rates shall be:

	Appendix A
Base	\$0.55
Pre-PPA Suppl.^	\$0.10
January 2015 Former Rehab Incr.	\$0.45
Current Total:	\$1.10
Rehab Plan Increases This Term:	
Jan. 2019 hours (+\$0.06)	\$1.16
Feb. 2019 hours (+\$0.138)	\$1.298
Jan. 2020 hours (+\$0.106)	\$1.404
Jan. 2021 hours (+\$0.106)	\$1.510

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

22.3 For employees hired on or after February 14, 2005: There shall be a waiting period of 1040 hours or one calendar year, whichever is longer, before the Employer is required to begin making required contributions. After the waiting period above, the following shall be the required hourly contribution:

	Appendices A, B, & C (Journeyman)	Appendices A, B, & C (Apprentices)*
Base	\$0.55	\$0.25
Pre-PPA Suppl.^	\$0.10	\$0.10
January 2015 Former Rehab Incr.	\$0.45	\$0.45
Current Total	\$1.10	\$0.80
Rehab Plan Increases This Term:		
Jan. 2019 hours (+\$0.06)	\$1.16	\$0.86
Feb. 2019 hours (+\$0.138)	\$1.298	\$0.998
Jan. 2020 hours (+\$0.106)	\$1.404	\$1.104
Jan. 2021 hours (+\$0.106)	\$1.510	\$1.210

^ 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 Journeyperson pension contribution.

22.4 The contributions referred to in Article 22, paragraphs 22.2, and 22.3 shall be per compensable hour 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 Notwithstanding the foregoing paragraph 22.4, the Board of Trustees of the Retail Clerks Pension 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 Article 24 paragraph 24.5, 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 2010 – 2011 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 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 Rosauers will notify the Union of store closures within 30 days of closure when practical.

23.9 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 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.

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

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 - GREIVANCES

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

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

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

24.3 The Board shall meet and hand down a decision within five (5) days after completion of the hearing, which shall be final and binding on both parties. Any expense incurred jointly through arbitration shall be borne equally by the parties hereto. 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 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.

24.5 In order to be recognized, all claims of violation must be made in writing thirty (30) days from the day such violation occurs. Said claims shall be limited to the amount involved in the thirty (30) days, except in those cases where reports of violations have been suppressed through coercion by the Employer.

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

ARTICLE 25 - NO DISCRIMINATION

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

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

ARTICLE 26 - CROSS CLASSIFICATION

26.1 When an employee is scheduled to work outside of his regular classification, 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 27 - NO STRIKE AND LOCKOUT

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

ARTICLE 28 - DURATION

28.1 This Agreement shall be in full force and effect from October 14, 2018 through October 16, 2021, and thereafter from year to year unless sixty (60) days' written notice of modification is given by either party prior to the expiration date.

ROSAUERS SUPERMARKETS, INC.

UNITED FOOD & COMMERCIAL
WORKERS UNION LOCAL 1439

BY Michelle Nielsen 9-12-19
Michelle Nielsen Date

BY Eric Renner 11-18-19
Eric Renner Date

WORKING REGULATIONS

No receiving, marking, stocking, or display of merchandise shall be performed by supplier representatives, sales people, 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 sales people 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. Produce merchandisers who service the store, working merchandise which has previously been delivered to the store by a driver or driver sales person, where that merchandising could properly be performed under paragraph (A) by the driver or driver sales person themselves;
- C. Merchandise resets or revamps, and to the preparation required for store grand openings.
- D. 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.

APPENDIX "A"
Grocery, Front End, & Produce

	Current Rate	10/14/18	10/13/19	10/11/20
Journey Person	\$15.65	\$15.90	\$16.10	\$16.30
8321 – 10400 Hours	\$13.01	\$13.01	\$13.26	\$13.51
6241 – 8320 Hours	\$11.27	\$11.27	\$11.52	\$11.77
5201 – 6240 Hours	\$10.12	\$10.12	\$10.37	\$10.62
4161 – 5200 Hours	\$9.10	\$9.10	\$9.35	\$9.60
3121 – 4160 Hours	\$8.85	\$8.85	\$9.10	\$9.35
2081 – 3120 Hours	\$8.70	\$8.70	\$8.95	\$9.20
1041 – 2080 Hours	\$8.55	\$8.55	\$8.80	\$9.05
0 – 1040 Hours	\$8.40	\$8.40	\$8.65	\$8.90
Helper Clerk				
Thereafter	\$7.50	\$7.50	\$7.50	\$7.50
1041 – 2080 Hours	\$7.45	\$7.45	\$7.45	\$7.45
0 – 1040 Hours	\$7.40	\$7.40	\$7.40	\$7.40
Courtesy Clerk				
Thereafter	\$7.40	\$7.40	\$7.40	\$7.40
1041 – 2080 Hours	\$7.35	\$7.35	\$7.35	\$7.35
0 – 1040 Hours	\$7.30	\$7.30	\$7.30	\$7.30

**APPENDIX “B”
Cutters and Wrappers**

	Current Rate	10/14/18	10/13/19	10/11/20
Journey Person Cutter	\$17.62	17.87	\$18.07	\$18.27
8321 – 10400 Hours	\$13.96	\$13.96	\$14.21	\$14.46
6241 – 8320 Hours	\$13.14	\$13.14	\$13.39	\$13.64
5201 – 6240 Hours	\$12.32	\$12.32	\$12.57	\$12.82
4161 – 5200 Hours	\$11.49	\$11.49	\$11.74	\$11.99
3121 – 4160 Hours	\$10.67	\$10.67	\$10.92	\$11.17
2081 – 3120 Hours	\$9.85	\$9.85	\$10.10	\$10.35
1041 – 2080 Hours	\$9.03	\$9.03	\$9.28	\$9.53
0 – 1040 Hours	\$8.70	\$8.70	\$8.95	\$9.20

	Current Rate	10/14/18	10/13/19	10/11/20
Journey Person Wrapper	\$15.01	\$15.26	\$15.46	\$15.66
8321 – 10400 Hours	\$11.74	\$11.74	\$11.99	\$12.24
6241 – 8320 Hours	\$11.05	\$11.05	\$11.30	\$11.55
5201 – 6240 Hours	\$10.36	\$10.36	\$10.61	\$10.86
4161 – 5200 Hours	\$9.67	\$9.67	\$9.92	\$10.17
3121 – 4160 Hours	\$8.98	\$8.98	\$9.23	\$9.48
2081 – 3120 Hours	\$8.70	\$8.70	\$8.95	\$9.20
1041 – 2080 Hours	\$8.65	\$8.65	\$8.90	\$9.15
0 – 1040 Hours	\$8.50	\$8.50	\$8.75	\$9.00

APPENDIX "C"
Bakery Sales, G.M., Meat Service, Natural Living, Bulk Foods

	Current Rate	10/14/18	10/13/19	10/11/20
Bakery Sales Manager	\$13.70	\$13.95	\$14.15	\$14.35
Lead Person	\$13.10	\$13.35	\$13.55	\$13.75
Journey Person	\$12.70	\$12.95	\$13.15	\$13.35
8321 – 10400 Hours	\$10.35	\$10.35	\$10.60	\$10.85
6241 – 8320 Hours	\$9.78	\$9.78	\$10.03	\$10.28
5201 – 6240 Hours	\$9.20	\$9.20	\$9.45	\$9.70
4161 – 5200 Hours	\$9.00	\$9.00	\$9.25	\$9.50
3121 – 4160 Hours	\$8.85	\$8.85	\$9.10	\$9.35
2081 – 3120 Hours	\$8.70	\$8.70	\$8.95	\$9.20
1041 – 2080 Hours	\$8.55	\$8.55	\$8.80	\$9.05
0 – 1040 Hours	\$8.40	\$8.40	\$8.65	\$8.90

**GENERAL RULES, WORK ASSIGNMENTS FOR SPECIFIC CLASSIFICATIONS,
AND CERTAIN PREMIUM PAY DECLARATIONS:**

No employee shall be credited for more than one hundred seventy-three and one-third (173 - 1/3) hours of experience in any one calendar month. Progression wage increases in conformance with these 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 and Courtesy Clerks in an individual store shall not exceed twenty percent (20%) of the total man-hours worked by employees in the bargaining unit. All hours exceeding the twenty percent (20%) shall be paid for at the 1st Step Apprentice rate.

At the Employer's discretion, Helper Clerks may be placed in the Apprentice Grocery Clerk classification. In the event the employee's Helper Clerk hourly wage rate is higher than the 1st step apprentice rate, the employee's rate shall be maintained during such training (limited to 1st or 2nd step apprentice rates only). 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 their 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 their progression as an Apprentice Clerk as outlined elsewhere in this Agreement. Said credit shall not exceed a maximum of 1,040 hours. Whenever there are openings in the 1st Step Apprentice classification only, Helper Clerks shall be given first consideration to being 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 Apprentice Clerk classification.

Premium Pay

1. All employees (Helper Clerks and Courtesy Clerks excluded) shall receive the following night premium for all hours worked after 9:00 p.m. through 6:00 a.m., Monday through Saturday: Twenty (20¢) cents per hour.
2. Sunday premium for all hours worked between 12:01 am. and 12:00 midnight Sunday for employees hired prior to June 20, 2011: One dollar and fifty (\$1.50) cents per hour.
 - a) All employees hired on or after June 20, 2011, Sunday Premium shall be: One dollar (\$1.00) per hour.

3. There shall be no compounding or pyramiding of overtime pay and premium pay.
4. Fifteen (15) cents per hour premium above journey person rate will be paid to one produce clerk in each store who has been designated by management as responsible for the administrative functions of the produce department.
5. Courtesy Clerks shall be employees who may perform only the following duties:
 - a) Bag or box the merchandise after it has been checked out and take it to the customer's vehicle.
 - b) Perform cleaning assignments in and around the store.
 - c) Return products or exchange products brought to the checkstand by customers.
 - d) Collect and line up shopping carts and return them to the store from the parking lot.
 - e) Stock supplies in the checkstands.
 - f) Collect bottles, take them to the designated area, sort and perform the work incidental to such function.
 - g) Change the reader board and window signs.
 - h) Incidental assignments of duties other than those specified in a. g. (and other than checking) are permissible so long as such assignment is not their primary work assignment and, in any event, shall not exceed twenty percent (20%) of the Courtesy Clerk's scheduled hours for the week.
6. Wrappers, as covered by this Agreement, shall not be permitted to cut or grind fresh meat, and in the operation of the market the ratio of employees in this classification to meat cutter employees shall not exceed one to one, except that one extra wrapper-weigher-pricer may be employed in each market.
7. It is agreed that the Employer, the employee, and the Union shall establish appropriate wage rates and working conditions for interested superannuated or physically disabled employees.

LETTER OF UNDERSTANDING SENIORITY

Recognizing that inconsistent interpretations of the seniority provisions as 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" are equal to or greater than the "qualifications and abilities" of the involved junior employee(s) performing the same comparable work, further provided, that all other qualifications of the various Agreements are satisfied.

3. Any work performed under the classification in the following sections shall be deemed "comparable work" for purposes of this letter: Grocery and Produce, Meat, Bakery Sales, 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 dated July 30, 1981, and the case of Buttrey, Inc., and United Food and Commercial Workers Union Local 1439 (Albert L. Gese) dated September 23, 1982, shall be considered null and void and no longer applicable.

**LETTER OF UNDERSTANDING
JOB OPENING NOTIFICATION PROCEDURE**

This is to confirm our understanding reached during our most recent negotiations that the parties agreed 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 will not be arbitrary or capricious in considering such employee request

**LETTER OF UNDERSTANDING
MOST FAVORED NATIONS**

Should UFCW Local #1439 enter into a Collective Bargaining Agreement with any other major area grocery employer after ratification of this proposal, up to the expiration date of the 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 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 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
4X TEN-HOUR WORKWEEK**

The Employer may create 4x ten-hour workweeks in recognition that there may be some positions falling under the scope of the referenced Labor agreements that would accommodate a 4x ten-hour workweek schedule for the employees occupying those positions. In that event, the parties agree that the daily overtime provisions of Article 5.1 of the Grocery Agreement and Article 4.1 of the Meat Agreement shall be applicable after ten hours worked. The rest periods provided for in paragraph 4.3 of the Meat Agreement and 5.4 of the Grocery Agreement will be scheduled to provide for a ten minute and 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, 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 SUMMER HELP

Pursuant with mutual Grocery Collective Bargaining Agreements (CBAs) between Rosauers Supermarkets, Inc. and United Food & 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 CBAs, 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 describe above, the Employer will notify the Union of the name of each individual so elected, 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
DEPARTMENT MANAGER EXEMPTION OPTION**

Employees who are awarded the Department Manager position of Meat Manager, Grocery Manager, Produce Manager, or Bakery Sales Manager shall have the right to declare themselves exempt from the terms and conditions of this Collective Bargaining Agreement during the period that they are employed in such a Department Manager capacity. Such declaration must be made in writing to the Company and the Union within sixty (60) days of ratification of this contract; or, in the case of Department Manager awards made after the ratification date, within sixty (60) days following the date when such managerial duties become effective.

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

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

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

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

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

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

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

SIGNATURE PAGE

- Letter of Understanding – Seniority
- Letter of Understanding – Job Opening Notification Procedure
- Letter of Understanding – Most Favored Nations
- Letter of Understanding – 4X Ten-Hour Workweek
- Letter of Understanding – Summer Help
- Letter of Understanding – Department Manager Exemption Option
- Letter of Understanding – Limit on Back Pay for Discipline Cases

ROSAUERS SUPERMARKETS, INC.

UNITED FOOD & COMMERCIAL
WORKERS UNION LOCAL 1439

BY Michelle Nielsen 9-12-19
Michelle Nielsen Date

BY Eric Renner 11-18-19
Eric Renner Date

THE UNION DIFFERENCE

As a union member, you have certain rights at your workplace:

A Voice at Work

Because you have a union, you have a voice at work. A negotiating committee of union members and staff negotiate with management—as equals—over wages, benefits, working conditions, and other issues. The union committee pushes for the issues that union members choose. The result of negotiations is a proposed contract which members vote on before it takes effect.

Right to Union Representation

Every union member has the right to union representation during an investigatory interview that could lead to discipline. This is called your “Weingarten” right, after a Supreme Court case which established the right to representation.

Just Cause for Discipline

The just cause provision in your union contract ensures you have due process in cases of discipline. The just cause standard is a well-defined set of legal rules that involve several different “tests” of a disciplinary action. The tests of just cause provide considerable protection against retaliation, discrimination, or other unfair actions.

The Security of a Union Contract

As a union member, your wages and working conditions are spelled out in writing in a legally-binding union contract. You are not alone at the workplace—instead, you have the security of knowing that your rights are protected by your union contract and backed up by the 50,000 other members of UFCW 3000.

Union Leadership

UFCW 3000 leadership is provided by the member-elected Executive Board. The Executive Board is made of rank-and-file UFCW 3000 members from diverse workplaces, income levels and backgrounds.

My Shop Steward is:

My Union Rep is:

*Building a powerful Union that fights for economic,
political and social justice in our workplaces
and in our communities.*

Seattle: 5030 First Ave S, Suite 200, Seattle, WA 98134-2438

Mt. Vernon: 1510 N 18th St, Mt Vernon, WA 98273-2604

Des Moines: 23040 Pacific Hwy S, Des Moines, WA 98198-7268

Silverdale: 3888 NW Randall Way, Suite 105, Silverdale, WA 98383-7847

Spokane: 2805 N Market St, Spokane, WA 99207-5553

Spokane: 1719 N Atlantic St., Spokane, WA 99205

Tri-Cities: 2505 Duportail St, Suite D, Richland, WA 99352-4079

Wenatchee: 330 King St, Suite 4, Wenatchee, WA 98801-2857

Yakima: 507 S 3rd St, Yakima, WA 98901-3219

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

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