

# Agreement by and between **UFCW 3000** and **Safeway**

**Baker City-La Grande-Enterprise - Grocery**

Effective: 9/27/2020 - 9/30/2023

**UFCW3000**

Faye Guenther, President • Joe Mizrahi, Secretary-Treasurer

# WEINGARTEN RIGHTS

## Your Right to Union Representation

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

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

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

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

## Discipline? Contract violations?

## Call the Member Resource Center

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

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

**SAFEWAY INC.**  
**BAKER CITY, LA GRANDE AND ENTERPRISE,**  
**OREGON**  
**RETAIL FOOD AGREEMENT**  
**WITH**  
**UNITED FOOD AND COMMERCIAL WORKERS**  
**LOCAL NO. 1439**

**Effective: September 27, 2020**  
**To: September 30, 2023**  
**Ratified: October 1, 2020**

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**SAFeway INC.  
BAKER CITY, LA GRANDE AND ENTERPRISE, OREGON  
RETAIL FOOD AGREEMENT**

**WITH**

**UNITED FOOD AND COMMERCIAL WORKERS, LOCAL NO. 1439**

**September 27, 2020 through September 30, 2023**

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**PREAMBLE**

THIS AGREEMENT made and entered into between the United Food and Commercial Workers Union Local No. 1439 of Baker City, La Grande and Enterprise, Oregon, chartered by the United Food and Commercial Workers International, hereinafter called the “Union” and Safeway Inc., who is hereinafter called the “Employer”, and shall be binding upon their successors, heirs, and assignees.

Whereas parties of this Agreement are desirous of providing for the mutual benefit and protection of the Employer and the Union.

Therefore, in consideration of mutual covenants and agreements hereinafter set forth and contained, it is hereby agreed by and between the parties herein.

**ARTICLE 1 – RECOGNITION AND BARGAINING UNIT**

1.1 The Employer hereby recognizes, during the term of this Agreement, the United Food and Commercial Workers Union Local No. 1439, as the sole and exclusive bargaining agent for all employees of the Employer whose job classifications are set forth in this Agreement, and in the stores of the Employer hereafter acquired in the areas covered by this Agreement. Nothing herein shall be construed as extending the jurisdiction of this Contract to existing stores of the Employer in which the Union has not previously been recognized.

1.2 Bargaining Unit Exemptions. None of the provisions of this Agreement shall apply to the Store Manager, Assistant Manager, and two additional exemptions. These exemptions are in addition to the exemptions provided under Schedule “B.”

1.3 Exempt Management Training. The Employer may utilize exempt management trainees as follows:

- (a) One (1) exempt Trainee per 150 bargaining unit employees, with a minimum of three (3) and maximum of ten (10);
- (b) A description of the bona fide program will be on file with the Union;

- (c) Letter to Union designating participant;
- (d) There shall be no more than one (1) Trainee per store at any one time;
- (e) The absolute maximum length of time a Trainee can be exempt is one (1) year, with option for another year.

1.4 New Technology. The Employer will notify the Union prior to implementation of any new technology or methods that may have a material effect on the wages, hours, or working conditions of any bargaining unit employee in order to give the Union the opportunity to request to bargain concerning the effects of such change.

## **ARTICLE 2 – NON-DISCRIMINATION**

2.1 Non-Discrimination. The Employer and the Union agree that each will fully comply with the applicable laws and regulations regarding discrimination against any employee or applicant for employment because of such person's race, religion, color, national origin, sex, age or disability. Any reference to gender in this Agreement includes both.

2.2 Affirmative Action Programs. Both parties recognize that in all cases of conflict between TITLE VII and any provision of the contract, or any practice under any provision of the contract, TITLE VII shall prevail. If the Employer is required by the Executive Order No. 11246, as amended, and Revised Order No. 4, to develop and implement Affirmative Action Programs and in the event of any conflict between the provisions of such programs and any provision of the contract, or any practice under any provision of the contract, the Affirmative Action Program shall prevail.

2.3 Americans with Disabilities Act. Both parties recognize in all cases of conflict between the Americans with Disabilities Act and any provision of this contract, or any practice under any provision of the contract, the Americans with Disabilities Act shall prevail. In the event of a conflict with the collective bargaining Agreement, the Employer will notify the Union.

## **ARTICLE 3 – UNION SECURITY**

3.1 Union Security – Obligations of Employees. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, no later than the thirtieth (30th) day following the effective date of this Agreement, become and remain members in good standing in the Union. For the purposes of this Article, the execution date of this Agreement shall be considered as its effective date, and good standing shall be defined as the tendering of the uniformly required periodic dues and initiation fees.

3.2 Failure to Meet Obligations. Upon the failure of any employee to comply with the provisions of Paragraph 3.1 of this Article, the Union shall then notify the Employer in writing of such failure and thereupon the employee after seven (7) days shall neither be continued in

employment thereafter nor rehired until such employee is in good standing in the Union as defined by the NLRA as amended, provided the Union has furnished the Employer notice in writing which contains the following:

- (a) A statement that the Union has complied with the necessary procedural steps pursuant to the International Constitution and Local Union By-Laws in making its demand.
- (b) A statement that the demand for termination is made for no reason other than the employee's failure to pay Union dues pursuant to the Union Security Clause.
- (c) The Union agrees to hold the Employer harmless for discharges made pursuant to this Article.

3.3 Union Access. The Union representative shall have access to the names and hourly rates of pay for each employee covered by the contract. This information shall be provided from store records.

3.4 Notification – New Hires. The Employer agrees to deliver to each new employee a Union Application to be furnished by the Union, which shall include an outline of the Union Security provisions of this Agreement. The Employer agrees to send to the Union in a postage-paid envelope provided by the Union all completed applications. A record of the hiring of each new employee shall be provided to the Union within fourteen (14) days of the day the new employee reports to work.

3.5 Dues Check-Off. The Parties agree that employees may pay their initiation fees and uniform dues through payroll deduction with the following procedures, recognizing that the Employer shall be granted a reasonable period of time to adopt administrative and payroll procedures to accommodate this Agreement.

- (a) Deduction of Dues – Procedure. On a monthly basis the Employer agrees to deduct uniform dues and initiation fees from the paycheck of those covered employees whose individual written unrevoked authorizations are on file with the Employer, and to transmit the amounts so deducted to the Union within twenty (20) days of such deductions. Said deduction authorizations shall be in such form as to conform to Section 302(c) of the Labor Management Relations Act of 1947.
- (b) Deduction of Initiation Fees. Authorized initiation fees will be deducted in three (3) equal installments and remitted to the Local Union monthly.
- (c) Employer Assumes No Liability. 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) Indemnification and Hold Harmless. The Union shall indemnify and hold the Employer 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 Employer in reliance upon signed authorization cards furnished to the Employer by the Union or for the purpose of complying with any of the provisions of this Article.

3.6 Political Check-Off. For employees who voluntarily authorize a contribution to the UFCW Active Ballot club political action committee, the Employer agrees to deduct the authorized amount each payroll period on a payroll deduction basis and forward same to the Union monthly.

3.7 No receiving, marking, stocking, or display of merchandise shall be performed by supplier representatives, salesmen, 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) Driver 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 in sub-paragraph (a) by the driver or driver-salesman himself;
- (c) Merchandise resets or revamps and to the preparation required for store grand openings.

#### **ARTICLE 4 – SENIORITY**

4.1 New Employee Evaluation. In order for the Employer to have ample time within which to properly evaluate the performance of an employee, it is hereby agreed that the Employer has ninety (90) days after the initial date of employment within which to evaluate the employee. Within said ninety (90) day period, the Employer may terminate the employee without recourse from the Union. This ninety (90) day period shall be extended by the amount of time the employee is absent from or unavailable for work due to medical reasons during the probationary period. The Employer must notify both the employee and the Union in writing, prior to the completion of the probationary period, of its intent to extend the probationary period.

4.2 Seniority – Application and Classifications. Employees will attain seniority after ninety (90) days of continuous employment with one Employer. Upon completion of this period, seniority shall date back to the last date of hire. Seniority shall be applicable on an individual store basis by classification, and shall apply in layoff and recall of employees performing comparable work, provided qualifications, ability and availability are equal. Seniority is defined as length of continuous employment with the same Employer. Nothing herein shall be construed to require pay for time not actually worked.



4.3 Loss of Seniority. Employees' seniority shall be broken, and their employment relationship terminated, for the following reasons:

- (a) Voluntary quit;
- (b) Discharge;
- (c) Layoff for a period of sixty (60) days or more; provided that for employees who have been employed for two (2) or more years, this period shall be extended to ninety (90) days;
- (d) Absence caused by illness or non-occupational accident of more than sixty (60) consecutive days unless mutually extended as provided in Article 10 – Leaves of Absence;
- (e) Absence caused by an occupational accident of more than twelve (12) months unless a longer time is agreed upon between the Employer and the Union;
- (f) Failure to report to work immediately following an authorized leave of absence; or
- (g) Absence on layoff when the employee does not return to work on the day specified by the Employer after having received three (3) days notice of recall.

4.4 Transfers – Application of Seniority. Seniority is defined as the length of continuous employment with the Employer dating from the last date of hire. In that connection, any employee who is transferred by the Employer from one store to another or from an area outside of this contract to a store covered by this contract retains his/her most recent hire date for purposes of seniority and all other length of service benefits under the Labor Agreement covering the employee's new store. Such seniority is applied on an individual store basis by classification. When an employee is transferred by the Employer from an area outside this contract to a store covered by this contract, the transferred employee shall be entitled to exercise such rights with respect to layoff and rehire only after having worked in the new store for a minimum of sixty (60) calendar days.

4.5 Store Closures – Employer Obligations. 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 the foregoing Paragraph 4.4 (Transfers – Application of Seniority).

4.6 Scheduling Practices. The Employer shall determine and schedule hours based on overall practicability, seniority, availability, and ability to do the work. The Employer retains the right to determine the needs of the business and to establish weekly work schedules in accordance with said needs. The Employer agrees that it will not reduce the hours of current employees for the sole purpose of giving hours to new employees.

An employee with seniority, as provided elsewhere in this Agreement, performing a comparable work assignment within the same job classification as a junior employee who has been assigned a longer weekly work schedule, shall be entitled, upon request, to said junior employee's

work schedule up to a maximum of forty (40) straight time hours per week, provided that the senior employee's qualifications and ability are equal, that said employee is available to perform the longer weekly work schedule, and that said employee has previously notified the Employer, in writing, of the employee's desire to work additional hours. The senior employee's request for said longer weekly work schedule shall be made in writing to the employee's immediate department or section supervisor within twenty-four (24) hours of the publication of the weekly work schedule in question.

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

4.7 No Guarantees – No Pay for Time Not Worked. Nothing herein shall be construed as a guarantee of daily or weekly hours of work or to require pay for time not actually worked.

4.8 The Employer will post permanent bargaining unit job openings. Employees may submit a bid for consideration. If, after considering all of the factors, the qualifications, skills and abilities of the candidates who apply are equal, the Employer will select the more senior employee. Additionally, the Employer will not be arbitrary or capricious in considering such employee requests.

## **ARTICLE 5 – HOURS OF WORK AND OVERTIME**

5.1 Workweek – Overtime – Workday. Forty (40) hours consisting of five (5) eight (8) hour days shall constitute a week of work. All work performed in excess of the above set forth daily and weekly hours shall be paid for at the rate of time and one-half (1½) of the regular rate of pay. Each workday shall consist of eight (8) consecutive hours, except one (1) hour out for lunch. The Employer may establish workweeks consisting of four (4), ten (10) hour days. Employees on such workweeks shall be entitled to daily overtime after the tenth hour rather than the eighth. All other provisions of this Agreement shall apply as if these employees were working workweeks consisting of five (5) eight (8) hour days.

5.2 Evening and Night Shift Premiums. All work performed between 6:00 p.m. and 10:00 p.m. and between 6:00 a.m. and 8:00 a.m. shall be paid for at fifteen cents (\$0.15) per hour premium in addition to the regular hourly rate of pay. Such night premium from 10:00 p.m. to 6:00 a.m. shall be twenty cents (\$0.20) per hour. Premium pay in addition to overtime pay shall not be required.

5.3 Sunday Premium. Employees, excluding Courtesy Clerks, who work on Sunday between the hours of 12:01 a.m. and 11:59 p.m. shall be paid for at one dollar (\$1.00) per hour premium in addition to the regular straight time hourly rates set forth in Schedules "A" and "B." The Courtesy Clerk Sunday rate shall be applicable straight time hourly rate for the life of the contract. There shall be no compounding or pyramiding of premium pay or overtime pay, and only the highest rates shall apply.

5.4 No Time Off In Lieu of Overtime. No employee shall be required to take time off in lieu of overtime pay.

5.5 Day to Day Starting Time – Regular Paydays. There shall be a definite starting time from day to day for all employees and regular paydays.

5.6 Meal Periods. 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. Such lunch period shall be scheduled not earlier than three (3) hours, nor later than five (5) hours after the commencement of an employee's work shift.

5.7 Split Shift Prohibition. No employee shall be required to work a split shift; however, employees may request in writing to work split shifts and the Employer may grant that request.

5.8 Rest Periods. There shall be a rest period of ten (10) minutes in every continuous four (4) hour period of employment. In the event that one (1) shift shall be less than four (4) hours and the other shift shall be four (4) hours or more, there shall be only one (1) rest period of fifteen (15) minutes in the longer shift. All rest periods shall be on the Employer's time and shall cover time from stopping work and returning thereto. Rest periods shall be uninterrupted if possible.

5.9 Sixth Day Worked in One Week – Rate of Pay. When an employee works six (6) days during the basic straight time workweek, time and one-half (1½) the employee's regular straight time hourly rate of pay shall be paid for the day on which the least number of hours were worked.

5.10 Work Schedules. Weekly work schedules for employees will be posted by the Employer no later than 6:00 p.m. on Thursday before the start of the workweek. It is understood that the established work schedule may be changed as required by unexpected developments such as illness of employees, accidents, reductions in business, etc.; in which case, the Employer will attempt to advise the affected employees of any schedule changes. Schedule changes that reduce an employee's hours after an employee has reported to duty as scheduled will be made only on a voluntary basis or in cases of emergency. The work schedule (made out in ink) will include the name of the employees (first and last), starting time, ending time, days off, and the total hours scheduled for the week.

5.11 Time Off Between Shifts. There shall be an interval of not less than ten (10) hours between regular shifts for all employees. Except under unusual circumstances, 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 (1½) for time worked prior to the expiration of the ten (10) hour interval.

5.12 Family Medical Leave – Utilization of Holidays and Earned Vacation Time. An employee exercising his or her right to take family medical leave for any reason other than personal illness or injury under the FMLA and/or OFMLA must utilize any earned but unused birthday holidays and earned vacation time to which the employee is entitled.

5.13 (New) Weekly Guarantee. Part-time employees who have completed their probationary period shall be scheduled for at least twenty (20) hours work in each week, sixteen (16) hours for Courtesy Clerks. Time off with pay (vacation, sick, etc.) shall be counted towards this weekly

minimum. The aforementioned weekly guarantee shall not apply if one (1) or more of the following conditions exist:

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

## **ARTICLE 6 – WAGES**

6.1 Wage and Job Classifications. Wage and job classifications shall be shown on Schedules “A” and “B” attached to this agreement.

6.2 Prior Experience Credit. Previous, provable, comparable union 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 union experience being claimed. Such past experience shall be considered in the following manner:

Apprentices: If less than two (2) years has elapsed since last employed in comparable experience, full credit is given; if more than two (2) years, no credit shall be given.

Journey person. Journey persons shall receive credit as follows for provable, comparable union experience:

If less than 1 year has elapsed since last employed: full credit

If less than 2 years have elapsed since last employed: start at 7<sup>th</sup> Step

If less than 3 years have elapsed since last employed: start at 6<sup>th</sup> Step

If less than 4 years have elapsed since last employed: start at 5<sup>th</sup> Step

If more than 4 years have elapsed since last employed: no credit

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.

6.3 Contract Minimums. Except as otherwise provided in this Article, the terms of this Contract are intended to cover only minimums of wages and other employee benefits. The Employer may place superior wages and other benefits in effect and may reduce the same to the minimum herein prescribed without the consent of the Union or review by an Arbitrator.

It is the intent of the Parties that the language of this Paragraph apply to all wages and benefits of any kind whatsoever provided by the Employer that are greater than the wages and benefits specifically provided for in this Agreement, including any wages and benefits of whatever

nature provided to employees not covered by this Agreement who at some time after the ratification of this Agreement choose to be represented by the Union and become members of the bargaining unit. (The Parties specifically agree that the decision rendered by Arbitrator Howell Lankford in *UFCW Local 555 and Albertson's, Inc.* dated January 23, 2006, shall have no application to this Labor Agreement.)

6.4 Minimum Call-In Requirements. Employees, with the exception of Courtesy Clerks, shall be offered not less than four (4) hours continuous work, or equivalent compensation in any one (1) day ordered to report for work, compensation to begin at the time of reporting for work. This provision shall apply to employees only if they are available for four (4) hours of work. Courtesy Clerks shall be offered not less than two (2) hours continuous work or equivalent compensation in any one (1) day ordered to report to work, compensation to begin at the time of reporting for work.

6.5 Disruption of Operations - Waiver of Minimum Call-In Requirements. Any minimum hours requirement established under this Agreement shall be waived in the event that the Employer's operation cannot commence or continue due to the recommendation of civil authorities or public or private utilities fails or are unable to supply electricity, water or other such services as required or when the interruption of work is caused by an Act of God or other emergencies beyond the control of the Employer. An employee shall then receive pay only for hours actually worked.

6.6 Apprentice Progression – Military Service. The apprentice progression is based entirely on actual hours of comparable experience in the retail grocery industry, experience that is absolutely necessary for proper understanding of the responsibilities and the satisfactory performance of the job or position. However, for those apprentices who go into the military service prior to becoming a journeyman, such employee will be re-employed at the next higher wage rate above his/her rate at the time of the entry into the military service. If the employee applies for re-employment within 90 days following discharge.

6.7 Pay On Termination of Employment. Upon termination from employment for any reason (including but not limited to discharge, retirement or voluntary quit with or without prior notice), the Employer shall have until the next regularly scheduled pay day after the date of the employee's termination to pay the employee all wages earned and unpaid at the time of the employee's termination.

6.8 Buyouts. The Employer may offer voluntary buyouts that do not violate any provision of the Agreement.

6.9 Payroll Overpayments. When a payroll overpayment mistake is discovered, the Employer is authorized to make appropriate payroll corrections, including recovering the amount of the overpayment in the form of a weekly payroll deduction. If the overpayment occurred within ninety (90) days, the Employer is authorized to make the corrective deductions. If the overpayment occurred more than ninety (90) days prior, the Employer shall work out the terms of the repayment schedule with the Union. This provision does not apply to deductions for union dues or medical premiums.

## **ARTICLE 7 – GENERAL CONDITIONS**

7.1 Wearing Apparel. Aprons, uniforms, or any special wearing apparel required by the Employer not suitable for regular street wear, shall be furnished and laundered by the Employer. Drip dry apparel furnished by the Employer shall be laundered by the employee. The Employer agrees to provide protective rain jackets for employees who are required to perform work in the rain.

7.2 Union Visitation. It is the desire of both the Employer and the Union to avoid whenever possible the loss of working time by employees covered by this Agreement. Therefore, representatives of the Union when visiting the store or contacting employees on Union business during their working hours shall first contact the store manager or person in charge of the store. Failure of a representative to announce himself or herself to the management person in charge of the store at the time of the visit is a violation of this provision. Repeated violations will be reported to the Local Union for investigation.

- (a) Each Union representative must wear an identifying name badge when visiting a store.
- (b) At the Employer's option, work schedules for departments involved in food production can be made available to Union representatives at Customer Service, or in the break room, rather than in the food production area.
- (c) All contact will be handled so as to not interfere with service to customers or unreasonably interrupt employees in the performance of their duties. Contact with employees working with machinery or cutting or slicing tools shall occur when the employee is not operating the equipment.
- (d) For purposes of this Paragraph a food production area is an area or department where employees are working with machinery or cutting or slicing tools in the preparation of fresh food products offered for sale (produce prep areas, meat and seafood departments, bakeries, service delis). No Union representative will be denied access to food production areas, provided, however, that all such access to food production areas shall be in conformance with the Representative wearing hairnets, washing their hands, and removing their jackets or other outerwear before entering the production area. Representatives shall, to the extent possible, avoid contact with countertops, equipment, and product.

7.3 Store Meetings. Required store meetings shall be paid for at the straight-time hourly rate and shall be considered time worked for the purpose of computing overtime in accordance with Article 5.1 (Workweek – Overtime – Workday) of the Agreement. Employees required to attend such meetings on their day off or who have been called back after an hour of off-duty time shall receive a minimum of a two (2) hour call-in for such meetings. The provisions of 5.7 (Split Shift Prohibition), 5.10 (Work Schedules), 5.11 (Time Off Between Shifts), and 6.4 (Minimum Call-In Requirements) shall not apply to time spent in store meetings. No employee shall be required to attend more than four (4) such meetings at any location in any calendar year.

7.4 Company Policies and Work Rules. It is agreed that the Union will continue its current practice of not challenging or demanding the right to bargain over Company policies and work rules at the time of issue based on the following understandings:

- (a) In the event an employee is suspended or discharged as the result of the application of a Company policy or work rule not agreed to in the course of collective bargaining, the Union shall have the right to challenge the reasonableness of the policy or work rule during the course of the grievance process, and the Employer will not raise timeliness as a defense to the issue of the reasonableness of the policy rule or rule at issue.
- (b) It is further agreed that the Employer will provide the Union with a copy of any specific new or updated policies or work rules upon request.

These understandings apply to both policies and work rules, and regardless of whether the policy or work rule is new or simply revised or updated.

7.5 Charitable Contribution – Voluntary. Charitable contributions shall be on a voluntary basis. The Union agrees that it will encourage the membership to actively participate in the support of community projects.

7.6 No “Free or Time-Off-The-Clock” Work Practices. It is intended that there shall be no “free or time-off-the-clock” work practices under this Agreement. Any employee found by the Employer or by the Union to be engaging in such unauthorized practice shall be subject to discipline, which may include termination.

**ARTICLE 8 – HOLIDAYS**

8.1 The following days shall be recognized as paid holidays for all employees other than container clerks who qualify for holiday pay in accordance with Paragraph 4.2 below:

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

Christmas Holiday worked will be on a voluntary basis as near as practical taking into consideration the proper staffing and operations of the Store. No employee shall be required to work past 8:00 P.M. on Christmas Eve.

8.2 Eligibility. To qualify for holiday pay, employees must have been on the Employer’s payroll for at least six (6) months, must work their last scheduled day before the holiday and their next scheduled work day following the holiday, and must work at least one day during the holiday week. In addition, the employee must work all of their scheduled workdays in the

holiday week, unless the absence is due to emergency excused by management, or due to bona fide illness or injury as certified by a physician.

8.3 Calculation of Holiday Pay. Eligible employees shall be entitled to holiday pay in accordance with the average straight-time hours compensated per week in the four (4) weeks preceding the holiday in question, as follows:

16 - 19 hours	-	4 hours pay
20 - 23 hours	-	5 hours pay
24 - 27 hours	-	6 hours pay
28 - 31 hours	-	7 hours pay
32 or more hours	-	8 hours pay

Employees shall not be laid off for the purpose of avoiding holiday pay.

8.4 Birthday Holiday. Employees with one (1) year of continuous service with the Employer shall receive their birthday as a paid holiday. The birthday shall be observed within thirty (30) days of the employee’s birthday, on a mutually agreeable day, if not taken on the actual birthday. In the event an employee’s birthday falls on the same day as any of the holidays specified in Paragraph 8.1 of this Article, the employee’s birthday will be observed on another day, in accordance with the procedures set forth in the previous sentence. By mutual agreement, the employee may receive pay in lieu of time off for his/her birthday holiday. Notwithstanding Paragraph 8.3 above, holiday pay for the birthday holiday shall be calculated using the same formula by which the employee’s vacation pay has been calculated for the vacation earned during the immediately preceding anniversary year of employment.

8.5 Work on Holidays – Rate of Pay. In addition to such holiday pay, all hours actually worked on such holidays by current employees who have been employed for six (6) continuous months or more shall be paid at the rate of one and one-half (1½) times the employees regular straight time rate of pay. Employees hired after September 20, 2014 (date of expiration) who are eligible for holiday pay and who work on holidays shall receive their holiday pay, plus \$1.00 per hour over their regular straight time rate for the hours worked.

8.6 Overtime Minimums. 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 employee’s birthday, the week in which the birthday is observed shall be considered the holiday week.

**ARTICLE 9 – VACATIONS**

9.1 Vacation Benefit. All regular employees who have worked continuously for the same Employer shall be granted vacation based on the following schedule.

9.2 First Anniversary Date of Employment - Minimum Hours. On the first (1st) anniversary date of their employment (after the first (1st) 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 on the following basis:

<u>Hours Worked</u>	<u>Hours of Paid Vacations</u>
1000 to 1200	20
1200 to 1600	24
1600 to 1960	32
1960 or more	40

9.3 Second to Eighth Anniversary Date of Employment - Minimum Hours. Employees on the second (2nd) and each subsequent anniversary date of their employment to the eighth (8th) anniversary date of their employment (after the second (2nd) and each subsequent year to the eighth (8th) 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 1200	40
1200 to 1600	48
1600 to 1960	64
1960 to 2288	80
2288 to 2496	88
2496 or more	96

9.4 Eighth to Fourteenth Anniversary Date of Employment - Minimum Hours Employees on the eighth (8th) and each subsequent anniversary date of their employment to the fourteenth (14th) anniversary date of their employment (after the eighth (8th) and each subsequent year to the fourteenth (14th) 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 1200	60
1200 to 1600	72
1600 to 1960	96
1960 to 2288	120
2288 to 2496	132
2496 or More	144

9.5 Fourteenth Anniversary Date of Employment - Minimum Hours Employees on the fourteenth (14th) and each subsequent anniversary date of their employment (after the fourteenth (14th) and each subsequent 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>
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1000 to 1200	80
1200 to 1600	96
1600 to 1960	128
1960 to 2288	160
2288 to 2496	176
2496 or More	192

9.6 Pro Rata Vacation Pay Upon Termination. Any employee otherwise eligible for vacation who voluntarily quits, retires or is permanently laid off due to lack of work, shall be entitled to pro rata vacation pay in proportion to the hours for which the employee has received straight time compensation in relation to the 2080 hour industrial year. No employee who has failed to work the minimum hour requirement of 1040 hours in the anniversary year shall be entitled receive pro rata vacation pay under any circumstances.

9.7 Holidays Falling During Vacation Periods. When a holiday falls during the employee’s vacation period, such employee shall receive an additional day of vacation, or proration of same, or an additional day of pay, or proration of same, in lieu thereof.

9.8 Pro Rata Pay – Sale or Transfer. Employees shall be paid pro rata vacation pay to the time of sale or transfer of the selling Employer.

9.9 Seniority – Vacation Preference. Employees in a Store or department shall be given preference in the choice of vacation dates based upon seniority.

9.10 Payment Prior to Scheduled Vacation. Employees who have earned vacation on the basis of completed service in accordance with the above provisions of this article may receive their pay in advance, if requested at least two (2) weeks in advance of their scheduled vacation period. Only two of the three weeks vacation need be consecutive, with time off for the third and/or fourth weeks to be by mutual agreement between the Employer and the employee.

9.11 Schedule – Minimums. The Employer shall make every reasonable effort to schedule employees entitled to two (2) or more weeks vacation a minimum of two (2) weeks consecutively.

9.12 Earned Vacation Must be Taken. Vacations shall not be accrued from year to year and all earned vacation must be taken within the anniversary year of the employee, and if not so taken shall be deemed forfeited.

9.13 Scheduling - By Mutual Agreement. Vacation periods may be arranged at any time during the year that is mutually agreeable to the employee and the Employer. The Employer shall respond in writing to all written vacation requests within fourteen (14) days of their submission by the employee. Vacation requests will not be unreasonably denied. Employees shall be allowed to carry over a maximum equal to the number of weeks of vacation they accrue annually into the following anniversary year.

If an employee is denied vacation in writing during an anniversary year, if requested by the employee or the Union, a meeting shall be held between a company representative, the employee,

and the union representative to meet and determine agreeable times for the employee to take their earned vacation within their anniversary year. Such meeting must take place as soon as possible after the request; such request shall be made no later than the ninth (9<sup>th</sup>) month of the employee's anniversary year. If mutually agreeable vacation dates cannot be selected, the employer may provide at least two (2) options greater than the number of weeks to be scheduled (e.g., 3 options for 1 week, 4 total options for 2 weeks, 5 total options for 3 weeks, etc.) during the employee's anniversary year from which the employee may choose. If the employer does not provide the options, the employee will be cashed out any vacation time in excess of the maximum accrual plus carryover on their anniversary date. If the employee does not choose one of the options provided or does not avail themselves of this process, the maximum carryover shall apply and any unused vacation over the carryover maximum shall be forfeited.

*[Bargaining Note: This change will be implemented 90 days after contract ratification. Within the first year of this transition, the employer will work with employees with excessively large banks.]*

## **ARTICLE 10 – LEAVES OF ABSENCE**

10.1 Eligibility. Regular employees who have worked one (1) year or more for the same Employer shall be eligible for a leave of absence in accordance with the rules and procedures provided herein.

10.2 Procedure for Requesting Leaves. An employee desirous of a leave of absence shall submit to the Employer, in writing, a request for such leave stating:

- (a) The date the leave is to begin;
- (b) The reason, to include a detailed explanation of condition in the event the leave is requested for medical reasons, verified by a letter from the attending physician; and
- (c) Expected date of return to work.

Any leave of absence granted by the Employer shall be in writing and shall include reasons for leave, effective date and the date the employee will return to work.

10.3 Acceptable Reasons. The following are acceptable reasons for granting an employee an approved leave of absence:

- (a) Illness or injury;
- (b) Serious illness, injury or death in the employee's immediate family, not to exceed thirty (30) days;
- (c) Pregnancy leave in accordance with the applicable law; or

(d) Other reasons acceptable to the Employer.

10.4 Limitations – Extension by Mutual Agreement. Leaves granted herein (except as provided above) shall not be for a period of time in excess of six (6) months unless extended by mutual agreement.

10.5 Failure to Return to Work – Voluntary Quit. Employees who fail to return to work at the end of a leave of absence, unless extended by mutual agreement, shall be considered as having voluntarily quit.

10.6 Self-Employment and/or Employment – Voluntary Quit. Self-employment or employment elsewhere during an authorized leave of absence shall be considered a voluntary quit with forfeiture of all rights inherent to this Agreement.

10.7 Ability to Perform Job Duties Upon Return – Certification – Comparable Job. The employee must be qualified and able to resume his 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, and must be presented to the Employer by the employee before clocking in for work. The employee shall then be returned to the job previously held or a job comparable in rate of pay, on the second (2nd) weekly schedule made up after the Employer and the Union have received a satisfactory notice, in writing, of the employee’s availability.

10.8 Union Leave. Leaves of absence without pay for Union business not to exceed six (6) months may be granted by the Employer to employees who have completed one (1) year of service. The six (6) months may be extended by an additional six (6) months by mutual agreement between the Employer and employee.

**ARTICLE 11 – SICK LEAVE**

11.1 Eligibility. Employees during each twelve (12) months following their last date of employment (after the first (1st) and each succeeding year of continuous work) 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.

11.2 Accrual of Bank. Sick leave pay shall be accrued by an employee depending upon the number of straight time hours worked, including vacation and holiday hours, by the employee with his current Employer in each twelve (12) months as follows:

<u>Hours Worked</u>	<u>Hours of Sick Leave Pay</u>
1248 to 1679	24
1680 to 2080	32
2080 or more	40

11.3 Calculation of Benefits. Sick leave pay, to the extent it has been earned, shall begin on the third (3rd) normally scheduled working day of illness or injury off the job, or the first (1st) normally

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

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

11.5 Certification of Illness. A doctor's certificate or other authoritative verification of illness or injury acceptable to the Employer may be required by the Employer, and if so, must be presented by the employee prior to the employee being returned to the work schedule.

11.6 Penalty for Abuse. 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.

11.7 Limitations. Sick leave pay shall not be paid on the employee's scheduled days off, holidays, vacations or any other day on which the employee is drawing pay for time not worked, or would not have otherwise worked. Such days shall not be considered working days for the purpose of establishing the date on which sick leave pay is to commence.

11.8 Calculation of Benefits – Part-Time Employees. Regular part-time employees shall be entitled to use earned sick leave in proportion to average hours worked (pro rata).

11.9 Benefits Not Convertible to Cash. Sick leave benefits are not convertible to cash.

## **ARTICLE 12 – BEREAVEMENT LEAVE**

12.1 Eligibility – Calculation of Benefits. 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 for the purpose of grieving, attending the funeral and assisting in arrangements therefore. Bereavement leave will be paid only with respect to a work day on which the employee would otherwise have worked and shall not apply to an employee's scheduled days off, holidays, vacations, or any other day on which the employee would not, in any event, have worked. Scheduled days off will not be changed to avoid payment of bereavement leave. Bereavement leave shall be paid at the employee's regular straight time hourly rate.

12.2 Definition of “Immediate Family.” Immediate family shall be defined as spouse or equivalent domestic partner, son, daughter, stepchildren, mother, brother, sister, father, mother-in-law and father-in-law (parents of present spouse), grandchild, and the employee’s grandparents.

### **ARTICLE 13 – JURY DUTY AND COURT APPEARANCES**

13.1 Eligibility. 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. The foregoing jury duty pay shall be limited to service on one (1) jury panel in any one (1) calendar year. Nothing in this Article shall have the intent of limiting the amount of time an employee may serve.

13.2 Employee Responsibilities. An employee called for jury duty who is temporarily excused from attendance at court must report for work if sufficient time remains after such excuse to permit him to report to his place of work and work at least one-half (½) of his normal work day.

13.3 Employee Obligation to Provide Written Documentation of Time Served. 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.

13.4 Court Appearances. 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.

13.5 Jury Duty Engagement – No Work Requirements. Employees called for jury duty or a judicial proceeding on behalf of their Employer, 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.

### **ARTICLE 14 – HEALTH INSURANCE BENEFITS**

14.1 The Employer agrees to pay into the UFCW Local 555 – Employers Health Trust the monthly composite contributions specified below on behalf of eligible employees for the purpose of providing group insurance benefits for the employees covered by this Agreement. For purposes of this Article, an eligible employee is one who has successfully completed the probationary period set forth in Paragraph 4.1 (New Employee Evaluation) above and has actually worked eighty (80) or more hours during the preceding calendar month. For purposes of this Article, hours worked shall include paid vacation hours.

14.2 Contribution Rates, Maintenance of Benefits, Employee Contributions, Eligibility, and Benefit Levels: During the term of this agreement, eligibility, Employer contributions, employee contributions, and health and welfare benefit levels under this agreement shall be identical to the

benefit levels provided under the provisions of the Portland and Vicinity Grocery, Produce, and Delicatessen Working Agreement between Allied Employers, Inc. on behalf of its multi-Employer bargaining group members and UFCW Local 555 (Portland Agreement), any extension of that agreement, or its successor agreement. The Parties agree to accept and be bound by the provisions of the Health and Welfare Section of said agreement, including all changes, modifications and amendments thereto resulting from negotiations between the Union and Allied Employers, Inc. or which are the result of action taken by the Board of Trustees of the UFCW Local 555 – Employers Health Trust. Should the contribution rates, maintenance of benefit provisions, benefit eligibility provisions or rules, or any of the benefits provided under the Portland agreement be modified during this agreement, any such modifications, regardless of the nature of such modifications, shall be applicable under the terms of this agreement on the same dates and in the same amounts as those specified in the Portland agreement.

14.3 No Contributions Required For Month in Which Employment is Terminated. The Employer shall not be obligated to make a contribution for the hours worked during an employee's final month of employment, regardless of the number of hours worked.

14.4 Retiree Health Benefits – Allocation of Contribution. Four dollars (\$4.00) per month from the total Employer monthly health and welfare contribution shall be allocated for retiree health and welfare benefits. This allocated amount shall be used to maintain the level of benefits provided retirees. In the event the cost of retiree health and welfare benefits exceeds the amount specified per month during the life of this Agreement, the Parties instruct and direct the Trustees of the Retail Trust to adjust benefits to retirees to bring the cost of the benefits within the limitations requirement provided above.

14.5 Employer Obligation - Funding Only. The Employer's obligation to pay contributions to help fund retiree health benefits for eligible retirees is limited to the commitment to pay the hourly rate based upon hours worked by current employees for the duration of this Agreement. While the Employer has agreed to monthly payments which may purchase retiree benefits, the Employer has not agreed to fund or guarantee benefits which are either vested or unvested for employees now retired or present employees who subsequently retire.

14.6 Newly Organized Groups. Employees who are covered by any of the Employer's Medical Health Care Plans, who become unionized, shall be placed on the appropriate level of the Union Health Trust Plan based on their hire date.

14.7 Payroll Deductions For Past Due Employee Contributions. When the proper payroll deduction for the employee contribution was not made, the Employer is authorized to make appropriate payroll corrections, including recovering the amount due in the form of a weekly payroll deduction, with the following limitations:

- (a) The maximum amount of money that may be deducted per payroll period shall be two times the weekly amount owed by the employee; and

- (b) The maximum total recovery of past due contributions shall be limited to eight (8) weeks in a rolling 12 month period (12 weeks in a rolling 12 month period if the missed contributions are due to a FMLA leave) and the employer will not seek further recovery from the employee.

During the term of this agreement, if the employee contribution is increased above \$25/week, the parties will meet and confer before the employer seeks to recoup more than \$25 per week.

14.8 Working Spouse Option. A participant with a working spouse (or qualified same-sex domestic partner) who has health (Medical and Prescription) coverage available from their employer, may choose to have the spouse or qualified same-sex domestic partner covered in full on a primary basis by the UFCW Local 555- Employers Health Trust for an additional \$100 per month. Spouses or qualified same-sex domestic partners choosing coverage available through their own employer shall be covered on a secondary basis by UFCW Local 555- Employers Health Trust.

## **ARTICLE 15 – PENSION**

15.1 During the 2019 negotiations, the parties reached detailed pension agreement which is set forth in Attachment A-1 (Albertsons/Safeway) to the parties' Health & Welfare and Pension Agreement. The required employer hourly contributions are set forth in this Article below and in the parties' pension agreement.

### 15.2 Eligibility and Contributions.

15.2.1 Until September 1, 2022, the Employer shall contribute to the Sound Retirement Trust on behalf of each eligible employee the hourly pension contribution specified below, and the Employer's active employees will continue to earn benefit accruals under the Sound Retirement Trust and in accordance with Attachment A-1 (Albertsons/Safeway) to the parties' Health & Welfare and Pension Agreement. It is understood and agreed that the above-referenced Trust shall at all times qualify for approval by the Bureau of Internal Revenue of the U.S. Treasury Department, so as to allow the Employer an income tax deduction for the contributions paid.

#### Courtesy Clerks

1 - 1040 straight-time compensable hours - no contributions

1041 – 2080 hours – twenty-two cents (22¢) per straight-time compensable hour, not to exceed one dollar and seventy-six cents (\$1.76) per day (\$2.20 for Courtesy Clerks working four/ten work schedules), eight dollars and eighty cents (\$8.80) per week, to a maximum of thirty-eight dollars and six cents (\$38.06) per month.

Thereafter – twenty-seven cents (27¢) per straight-time compensable hour paid, not to exceed two dollars and sixteen cents (\$2.16) per day (\$2.70 for Courtesy Clerks working four/ten work schedules), ten dollars and eighty cents (\$10.80) per week, to a maximum of forty-six dollars and seventy-one cents (\$46.71) per month.



Apprentices - Schedules “A” and “B” (but not Courtesy Clerks)

1 - 1040 straight-time compensable hours - no contributions

1041 - 7800 hours (for employees hired on or after January 20, 2005) – thirty-five cents (35¢) per straight-time compensable hour paid, not to exceed two dollars and eighty cents (\$2.80) per day (\$3.50 for employees working four/ten work schedules), fourteen dollars (\$14.00) per week, to a maximum of sixty dollars and fifty-five cents (\$60.55) per month.

Journeypersons – Schedules “A” and “B”

For Journeypersons only under Schedules “A” and “B” – fifty-two cents (52¢) per straight-time compensable hour paid, not to exceed four dollars and sixteen cents (\$4.16) per day (\$5.20 for employees working four/ten work schedules), twenty dollars and eighty cents (\$20.80) per week, to a maximum of eighty-nine dollars and ninety-six cents (\$89.96) per month.

	<b>Schedule A &amp; B Journeypersons</b>	<b>Schedule A &amp; B Apprentices</b>	<b>Courtesy Clerks 1041-2080 hrs.</b>	<b>Courtesy Clerks Thereafter</b>
Base	\$0.52	\$0.35	\$0.22	\$0.27
Pre-PPA Suppl.^	\$0.10	\$0.10	\$0.10	\$0.10
Past Rehab Incr.	\$0.754	\$0.754	\$0.754	\$0.754
<b>Current Total:</b>	\$1.374	\$1.204	\$1.074	\$1.124
<b>Rehab Plan Increases This Term:</b>				
Oct. 2020 hours (+\$0.03)	\$1.404	\$1.234	\$1.104	\$1.154
Jan. 2021 hours (+\$0.136)	\$1.540	\$1.370	\$1.240	\$1.290
Jan. 2022 hours (+\$0.136)	\$1.676	\$1.506	\$1.376	\$1.426
Jan. 2023 hours (+\$0.136)	\$1.812	\$1.642	\$1.512	\$1.562

15.2.2 Effective September 1, 2022, the Employer will continue to contribute to the Sound Retirement Trust at the rates stated in the chart in Section 15.2.1 above, LESS fifty-five cents (\$0.55) per hour per Attachment A-1 (Albertsons/Safeway) to the Health & Welfare and Pension Agreement and the parties’ pension agreement.

15.3 Sound VAP Trust Employer Contributions: Effective September 1, 2022, the Employer will contribute fifty-five (55) cents and an additional three (3) cents for a total of fifty-eight (58)

cents per hour for each eligible employee to the Sound VAP Trust in accordance with Attachment A-1 (Albertsons/Safeway) to the Health & Welfare and Pension Agreement and the parties' pension agreement. Effective March 1, 2023, the Employer will contribute an additional one (1) cent per hour for a total of fifty-nine (59) cents per hour.

15.4 Effective Date for Contribution Changes. Contribution rates and increases for employees progressing from one contribution level to another shall be effective the first day of the month following the day the employee reaches the number of hours to move to the next contribution level.

15.5 Board of Trustees – Authority to Require Contributions be Paid on an Accounting Period Basis. Notwithstanding any of the foregoing language, the Board of Trustees of the respective Trusts shall have the authority to establish and enforce a method of reporting contributions on an accounting period basis, rather than a calendar basis. In such a case, the one hundred seventy-three (173) hour maximum shall be appropriately adjusted as directed by the Trustees; provided that in no event shall an Employer's total obligation be different than what it would have been on a calendar month basis. Further, the total contributions due for each approved accounting period shall be remitted in a lump sum no later than twenty (20) days after the end of the accounting period.

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

## **ARTICLE 16 – DELINQUENCIES AND ACCEPTANCE OF TRUSTS**

16.1 Due Date for Contributions. The contributions required by Articles 14 and 15 are due and payable the first (1st) day of the month; however, any payment not made by the twentieth (20th) of the month shall be considered a violation of this Agreement.

16.2 Acceptance of Trusts. The Employer and the Union accept and agree to be bound by the terms of the Trust Agreements governing (1) the UFCW Local 555 – Employers Health Trust Fund restated January 1, 1985 and any subsequent amendments or restatements thereof, and (2) the Sound Retirement Trust (restated May 3, 1976) and any subsequent amendments or restatements thereof. Further, the Employer accepts as his representatives for the purpose of these Trust Funds, the Employer Trustees serving on the Boards of Trustees of said Trust Funds, and their duly appointed successors.

## **ARTICLE 17 – DISCHARGE AND DISCIPLINE**

17.1 Discharge for Good Cause. The Employer shall be the judge as to the competency and qualifications of its employees; provided, however, that no employee shall be discharged without just cause or discriminated against for any lawful Union activity. Before a regular employee is discharged for incompetency or failure to perform work as required, the employee shall be advised and given an opportunity to improve his/her work, except that a warning shall not be required for

cash handling irregularities or failure to record sales. It is agreed that upon request, the representative of the Union will be given the reason for discharge in writing.

17.2 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. An employee who tests positive shall be entitled to have a second test performed on the remaining sample at the employee's expense to verify the accuracy of the test results. Time spent in such testing shall be on Company time; however, any employee who refuses to submit to a drug or alcohol test, or refuses to complete any required testing-related forms, 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.

Clarification (Note: This is not a change but a continuation of current practice): Regardless of changes to State or local laws, employees are on notice that the employers' drug testing policies continue to prohibit the use of marijuana and related substances. Any employee who is properly tested in accordance with the provisions above and tests positive for prohibited drugs (including marijuana and related substances), is subject to the discipline provided for in the employer's drug testing policy (which may include termination on the first offense).

## **ARTICLE 18 – SETTLEMENT OF DISPUTES**

18.1 Time Limits for filing. Any grievance or dispute concerning the application or interpretation of this Agreement shall be presented in writing by the aggrieved party to the other party within 20 days from the date of the occurrence first giving rise to such grievance or dispute, except that in cases of discharge the grievance must be presented within ten (10) calendar days; otherwise, such right to protest shall be deemed to have been waived. In the event that any grievance is not filed in accordance with the requirements of this paragraph, the grievance shall be considered null and void.

18.2 Fact Finding. Any such grievance shall be adjusted by the accredited representatives of the Employer and the Union and the parties may participate in a fact-finding meeting in which the grievant(s) shall participate.

18.3 Binding Arbitration - Selection of Arbitrator. In the event of the failure of the parties to reach a satisfactory adjustment within 45 days from the date the grievance is filed in writing by the aggrieved party, 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. Gary L. Axon
2. Michael H. Beck
3. Nancy Brown

4. Richard Croll
5. Joseph W. Duffy
6. Janet Gaunt
7. William Greer
8. Sylvia Skratek
9. Kathryn T. Whalen
10. Jane 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).

- (a) Jurisdiction and Authority. The jurisdiction and authority of the arbitrator shall be confined exclusively to the application or interpretation of a specific provision or provisions of the agreement at issue between the parties. The arbitrator shall not have the right to alter, amend, delete or add to any of the terms of this Agreement. The arbitrator may consider the entire agreement in making his/her award.
- (b) Limitation on Back Pay and Benefit Awards in Discipline cases. The Arbitrator shall have the authority to resolve the grievance or dispute, and in cases where it is concluded that an employee has been improperly discharged, the arbitrator may reinstate the improperly discharged employee. The arbitrator shall not render an award which requires the Employer to pay an improperly discharged or suspended employee for time that 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 90 calendar days immediately following the date of the discharge; nor shall the arbitrator be entitled to require the Employer to pay benefits on behalf of an employee for a time period the employee has not actually worked in excess of the 90 days allowable herein.
- (c) Limitations on Back Pay and Benefits for Seniority Violations. The parties further agree that the arbitrator is not empowered to award any back wages or benefits to an employee whom the arbitrator determines to have been improperly laid off; the parties recognize that this Labor Agreement precludes the awarding of back wages for any type of seniority violation.
- (d) Award to be in Writing. The award of the arbitrator shall be written and shall be final and binding on both parties.
- (e) Expenses of Arbitrator. The expenses and fees of the arbitrator shall be borne by the losing party, as determined by the arbitrator, who shall specifically rule on this issue.

18.4 Prompt Issuance of Decision and Award. The arbitrator shall render the decision and award within 30 days of the closing of the hearing or the receipt of briefs, whichever is later. Any

arbitrator failing to comply with these provisions shall not be compensated except for actual costs incurred. The moving party shall notify the arbitrator of this provision during the selection process. If the assignment is refused, the last arbitrator struck from the list shall be selected as an alternate. By mutual agreement between the parties, the arbitrator may also be requested in advance to render a bench decision at the close of the arbitration hearing.

18.5 Transcripts. Either party may obtain a transcript of the arbitration at that party's expense and for that party's sole use, unless the other party wishes a copy, in which case the expense of the transcript shall be shared equally.

18.6 Time Limits - Waiver. If any of the time limits referenced in this Article are not met, the grievance shall be considered as having been waived. However, any time limits established in this Article may be extended by mutual agreement of the parties in writing.

## **ARTICLE 19 – NO STRIKE - NO LOCKOUT**

19.1 No Work Stoppages, Strikes, Slow Downs or Economic Actions. During the life of this Agreement, there shall be no work stoppages, strikes, slow downs or other economic actions by the Union, nor lockouts by the Employer, for any reason or cause whatsoever. No picket line at or around the Employer's place of business established by any other person or organization shall be sanctioned or honored during the term of this Agreement.

The Union agrees that as part of the consideration of this Agreement, they will, within twenty-four (24) hours, take steps to end any unauthorized work stoppages, strikes, slow downs or suspensions of work, and shall notify their members by any media normally used by the Union of such violations of this Agreement, instructing their members to work immediately.

The Union agrees that they will not assist employees participating in such unauthorized work stoppages, strikes, slow downs or suspensions of work against whatever action the Employer may take as a disciplinary measure. This provision does not prevent the Union from utilizing the grievance procedure in behalf of any employee who claims that he, in fact, did not participate in such actions.

## **ARTICLE 20 – MOST FAVORED EMPLOYER**

20.1 Should the Union at any time after the date of this Agreement enter into an agreement, or any extension thereof covering any retail department similar to the departments covered by this Agreement, within the geographic area covered by the Agreement, based upon a settlement with new terms and conditions negotiated after the date of this Agreement which are more advantageous to such retail department(s), the Employer signatory to this Agreement shall be privileged to adopt such advantageous terms and conditions, provided the Employer has sent written notice to the Union of its desire to do so. Upon written request, the Union will provide the Employer with its contracts, Letters of Understanding and Letters of Agreement or other similar memorandum with other retailers in the geographic area.

**ARTICLE 21 – RIGHTS OF MANAGEMENT**

21.1 Except as herein clearly and explicitly limited in the express terms of this Agreement, the right of the Employer in all respects to manage its operations and affairs shall be unimpaired.

**ARTICLE 22 – WAIVER**

22.1 Unless specifically required to do so by the express terms of this Agreement, neither party shall be required to discuss or negotiate further concerning any matters during the life of this Agreement. This will not preclude the Union from negotiating concerning matters affecting the health and safety of employees.

**ARTICLE 23 – DURATION OF AGREEMENT**

23.1 This Agreement shall be in full force and effect from and after September 27, 2020, through and including September 30, 2023, at which time it shall automatically renew itself for a period of one (1) year from said date and thereafter for each year upon said anniversary date, without further notice; provided; however, that either party may open this Agreement for the purpose of discussing a revision of this Agreement on each anniversary date upon written notice being served upon either party by the other party at least sixty (60) days prior to said date.

For SAFEWAY INC.:

For UFCW Local 1439:

DocuSigned by:  
*Scott Klitzke Powers*  
713EA4144A26435...  
Date: 3/13/2024  
Scott Klitzke Powers  
President

DocuSigned by:  
*Eric Renner*  
1D1FF334D90B4C0...  
Date: 3/13/2024  
Eric Renner  
President

**LETTER OF UNDERSTANDING  
BETWEEN  
SAFEWAY INC. BAKER CITY, LA GRANDE AND ENTERPRISE, OREGON  
AND  
UNITED FOOD AND COMMERCIAL WORKERS, LOCAL NO. 1439**

**Good Faith Working Relationship – No Corporate Campaigns**

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This letter reiterates and confirms the Agreement reached by Safeway Inc. and UFCW Local No. 1439 during the negotiations for Clerk Agreement with regard to Local No. 1439 and the Employer. Local No. 1439 believes it has a good faith working relationship with Safeway Inc., and will not take any action to depart from that relationship or take any action inconsistent with maintaining that relationship. Consistent with its duty to fair representation under said Agreement and their grievance procedures, during the term of this contract Local No. 1439 will not be a party to, instigate or support harassment of the Employer through any type of corporate campaign. This shall not include charges before the National Labor Relations Board.

It is also recognized that various monies from Local No. 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.

For SAFEWAY INC.:

For UFCW Local 1439:

DocuSigned by:  
*Scott Klitzke Powers*  
713EA4144A26435...  
Date: 3/13/2024  
Scott Klitzke Powers  
President

DocuSigned by:  
*Eric Renner*  
1D1FF334D90B4C0...  
Date: 3/13/2024  
Eric Renner  
President

**SAFeway INC.  
BAKER CITY, LA GRANDE AND ENTERPRISE, OREGON  
RETAIL FOOD AGREEMENT**

**WITH**

**UNITED FOOD AND COMMERCIAL WORKERS, LOCAL NO. 1439**

**SCHEDULE "A" - GROCERY CLERKS**

The progression step hours were not printed, however they still exist for Apprentices that were hired prior to September 6, 2012, if any.

A.1 The following are the minimum hourly rates of pay and effective dates for all indicated classifications of employees hired on or after September 6, 2012, subject to any adjustments required under the Health & Welfare Article:

	<b>Current</b>	<b>9/27/20</b>	<b>9/26/21</b>	<b>9/25/22</b>	
Head Produce Clerk*	\$16.02	\$16.57	\$17.12	\$17.67	
Head Clerk*	15.97	16.52	17.07	17.62	
Journeyman Clerk	15.82	16.37	16.92	17.47	
<b>Apprentices:</b>	<b>Current</b>	<b>9/27/20</b>	<b>7/1/21</b>	<b>7/1/22</b>	<b>7/1/23</b>
0 - 1040 hours	11.60	11.60	12.10	12.60	13.30
1041 - 2080 hours	11.65	11.65	12.15	12.65	13.35
2081 - 3120 hours	11.70	11.70	12.20	12.70	13.40
3121 - 3640 hours	11.75	11.75	12.25	12.75	13.45
3641 - 4160 hours	11.80	11.80	12.30	12.80	13.50
4161 - 4680 hours	11.85	11.85	12.35	12.85	13.55
4681 - 5200 hours	11.90	11.90	12.40	12.90	13.60
5201 - 5720 hours	11.95	11.95	12.45	12.95	13.65
5721 - 6240 hours	12.00	12.00	12.50	13.00	13.70
6241 - 6760 hours	12.05	12.05	12.55	13.05	13.75
6761 - 7280 hours	12.10	12.10	12.60	13.10	13.80
7281 - 7800 hours	12.15	12.15	12.65	13.15	13.85
7801 - 8840 hours	12.20	12.20	12.70	13.20	13.90
Courtesy Clerks	11.60	11.60	12.10	12.60	13.30

\*Employees in the Head Clerk and Head Produce Clerk classifications shall be designated solely at the discretion of the Employer, and this discretion includes whether there shall be any employees in the classifications.



A.2 No employees shall be paid less than a minimum of ten cents (10¢) per hour above the then current Oregon minimum wage.

A.3 Apprentice Progressions. Actual hours of work experience on the job. Apprentice rate step-ups shall take effect on the Sunday immediately following completion of the required number of hours of work experience.

A.4 Courtesy Clerks - Minimum Rates of Pay. Actual hours of work experience on the job. Apprentice rate step-ups shall take effect on the Sunday immediately following completion of the required number of hours of work experience.

- (a) Courtesy Clerks may be promoted to the Apprentice Clerk classification at the Employers discretion; however, nothing in this paragraph or elsewhere in this Agreement shall be interpreted so as to entitle any employee to automatically progress from the Courtesy Clerk classification to an Apprentice Clerk classification. Any employee promote to an Apprentice Clerk shall be subject to a sixty (60) day training period during which time the employee may be demoted back to the Courtesy Clerk classification if his work as an Apprentice is unsatisfactory, and any such demotion shall not be grievable. Upon successful completion of the sixty (60) day trial period, the promoted employee will be given credit for one-half (½) of all hours worked as a Courtesy Clerk with the same Employer towards his progression as an Apprentice Clerk up to a maximum of 1040 hours.
- (b) Courtesy Clerks. The Employer shall be permitted to employ Courtesy Clerks who may perform any job function in their contract with the exception of the operation of cash registers.

A.5 All Purpose Clerks. An All-Purpose Clerk is an employee who is able to perform, and regularly performs, on an unrestricted basis, all the work to be performed within a retail food establishment; including but not limited to, heavy clean-up work, unloading, receiving, marking, stocking of heavy and light goods, moving, by hand or mechanical means; light and heavy, large and small, amounts of stacked cases and fresh goods; work performed in the back room as well as other areas of the store. “Within a retail food establishment” will be defined and limited to the appropriate bargaining unit.

A.6 Head Clerk. Head Clerks are employees assigned the duties of directing the operation of the store or store departments, and exercising supervision over the store employees for an entire shift.

**SAFeway INC.**  
**BAKER CITY, LA GRANDE AND ENTERPRISE, OREGON**  
**RETAIL FOOD AGREEMENT**  
**WITH**  
**UNITED FOOD AND COMMERCIAL WORKERS, LOCAL NO. 1439**  
**SCHEDULE "B" - ANCILLARY DEPARTMENTS**

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B.1 This Addendum applies to all departments (other than the Grocery Department covered by Schedule "A") for which UFCW Local No. 1439 has obtained bargaining authorization in existing departments in existing stores covered by this Labor Agreement. All language, conditions and benefits of this Agreement shall apply to employees in the Ancillary Departments, unless modified herein.

B.2 For Employees Hired Before September 26, 1991:

	<b>Current</b>	<b>9/27/20</b>	<b>9/26/21</b>	<b>9/25/22</b>
Head Bakery Sales Clerk*	\$13.63	\$14.53	\$15.43	\$16.33
Journeyman Clerk	13.34	14.24	15.14	16.04

The progression step hours were not printed, however they still exist for Apprentices that were hired prior to September 6, 2012, if any.

B.3 The following are the minimum hourly rates of pay and effective dates for all indicated classifications of employees in Ancillary Departments hired on or after September 6, 2012, subject to any adjustments required under the Health & Welfare Article:

	<b>Current</b>	<b>9/27/20</b>	<b>9/26/21</b>	<b>9/25/22</b>	
Head Bakery Sales Clerk*	\$13.63	\$14.53	\$15.43	\$16.33	
Journeyman Clerk	13.07	13.97	14.87	15.77	
<b>Apprentices:</b>	<b>Current</b>	<b>9/27/20</b>	<b>7/1/21</b>	<b>7/1/22</b>	<b>7/1/23</b>
0 – 1040 hours	11.60	11.60	12.10	12.60	13.30
1041 – 2080 hours	11.65	11.65	12.15	12.65	13.35
2081 – 3120 hours	11.70	11.70	12.20	12.70	13.40
3121 – 3640 hours	11.75	11.75	12.25	12.75	13.45
3641 – 4160 hours	11.80	11.80	12.30	12.80	13.50
4161 – 4680 hours	11.85	11.85	12.35	12.85	13.55
4681 – 5200 hours	11.90	11.90	12.40	12.90	13.60
5201 – 5720 hours	11.95	11.95	12.45	12.95	13.65
5721 – 6240 hours	12.00	12.00	12.50	13.00	13.70
6241 – 6760 hours	12.05	12.05	12.55	13.05	13.75
6761 – 7280 hours	12.10	12.10	12.60	13.10	13.80
7281 – 7800 hours	12.15	12.15	12.65	13.15	13.85

7801 – 8840 hours	12.20	12.20	12.70	13.20	13.90
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\* Employees in the Head Bakery Sales Clerk classification shall be designated solely at the discretion of the Employer, and this discretion includes whether there shall be any employees in the classification.

B.4 No employees shall be paid less than a minimum of ten cents (10¢) per hour above the then current Oregon minimum wage.

B.5 All employees who are employed to work in an ancillary department shall devote their time exclusively to that department. Any ancillary department employees who do any work in the grocery department shall receive the rate of pay listed in Exhibit “A” for time actually worked in the grocery department. The rate of pay paid under such circumstances shall be the rate corresponding to the step for the employee’s experience. No Ancillary Department employee may be utilized in the grocery department if employees normally scheduled to work in that department are laid off.

B.6 It is understood and agreed that the employees working in a service delicatessen department shall not be restricted in the type of work they may perform in the service delicatessen department (including the handling of and preparation of poultry, beef, pork and seafood) provided that work is directly related to the preparation and sale of product normally sold in the service delicatessen department.

B.7 Seniority. Seniority in each department covered by this Addendum shall be separate from that in all other departments. Seniority shall be applied on an individual store and department basis by classification. For purposes of this Paragraph there shall be two classifications -- head clerks and clerks (including both apprentices and journeypersons).

B.8 Apprentice Progressions. Actual hours of work experience on the job. Apprentice rate step-ups shall take effect on the Sunday immediately following completion of the required number of hours of work experience.

B.9 Managerial Employees. Notwithstanding the provisions of Paragraph 1.3 of the Labor Agreement, where the Employer designates a managerial employee to be in charge of an ancillary department where the managerial employee spends substantially all of his or her time in that department, the Employer shall be entitled to an additional exemption for this supervisor. Such supervisor shall not be restricted in the amount of bargaining unit work that he/she may perform. The Parties agree that this language shall be interpreted to allow the Employer to have a non-union department manager in each “ancillary” department, including Bakery Sales (which is not part of the Production Bakery).

**LETTER OF UNDERSTANDING**  
**HEALTH & WELFARE CONTRIBUTIONS**  
**ALTERNATE CONTRIBUTION METHOD**

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RECITALS

A. Safeway Inc. (the "Employer") and United Food and Commercial Workers Local 555 (the "Union") are party to various collective bargaining agreements (the "CBAs").

B. Pursuant to the CBAs, the Employer makes contributions on either a monthly basis (former JLMRT contracts) or an hourly basis (former PAC contracts) to the UFCW Local 555 – Employers Health Trust (the "Plan") on behalf of specified bargaining unit employees.

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

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

AGREEMENTS

The undersigned Parties hereby agree as follows effective with hours worked beginning as soon as practicable:

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

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

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

(b) The Plan's consultants shall calculate the New Hourly Rate to begin effective commencing with hours worked as of [as soon as practicable], and such New Hourly Rate shall be effective when approved by the Plan's Trustees. The Plan's consultants shall thereafter update his calculation of the projected New Hourly Rate each January 1 and July 1 (or such other dates as determined as necessary and appropriate by the Plan's Trustees) based on Plan experience and funding levels, and such updated New Hourly Rate shall become effective when approved by the Plan's Trustees.

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

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

3. The Employer shall pay the New Hourly Rate to the Plan on behalf of those employees covered by the CBAs who are in a class of employment eligible for the Plan (even if such employees have not yet satisfied the eligibility requirements to qualify for initial Plan eligibility) beginning with the first hour worked with the Employer in such an eligible position. The hours for which the Employer shall be obligated to contribute the New Hourly Rate to the

Plan shall be the same hours that are credited under the CBAs for purposes of determining whether employees satisfy the 80 hour qualifiers for receiving benefits. However, employees shall not be required to work such 80 hours to qualify for the New Hourly Rate contribution. The Employer shall continue to report credited hours to the Plan on a monthly basis, and the contribution amount shall continue to be payable each month by the deadline required under the CBAs.

For SAFEWAY INC.:

For UFCW Local 1439:

DocuSigned by:  
*Scott Klitzke Powers* Date: 3/13/2024  
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\_\_\_\_\_  
Scott Klitzke Powers  
President

DocuSigned by:  
*Eric Renner* Date: 3/13/2024  
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Eric Renner  
President

**LETTER OF UNDERSTANDING  
BETWEEN  
SAFEWAY INC. BAKER CITY, LA GRANDE AND ENTERPRISE, OREGON  
AND  
UNITED FOOD AND COMMERCIAL WORKERS, LOCAL NO. 1439**

**Unused Vacation Balances**

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Employees who have greater than maximum carryover of vacation “banked” from previous years shall be required to use such banked vacation on the following basis: the employee must use a minimum of one additional week of vacation each year until the excess bank of vacation is depleted. During this period, the employee will not be allowed to carry over any additional vacation. Once the excess bank is depleted, eligible employees will be allowed to carry over the maximum carryover of weeks vacation as per Article 9.13.

For SAFEWAY INC.:

For UFCW Local 1439:

DocuSigned by:  
*Scott Klitzke Powers* Date 3/13/2024  
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\_\_\_\_\_  
Scott Klitzke Powers  
President

DocuSigned by:  
*Eric Renner* Date 3/13/2024  
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\_\_\_\_\_  
Eric Renner  
President

# THE UNION DIFFERENCE

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

## A Voice at Work

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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

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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

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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

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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

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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:

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# My Union Rep is:

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*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

[WWW.UFCW3000.ORG](http://WWW.UFCW3000.ORG)

UFCW3000



**UFCW3000**

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

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