

Agreement by and between
UFCW 3000
and
SAFEWAY, INC.

MEAT WAREHOUSE

Effective: 02-07-2021 – 08-03-2024

UFCW3000

Faye Guenther, President • Joe Mizrahi, Secretary-Treasurer

WEINGARTEN RIGHTS

Your Right to Union Representation

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

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

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

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

Discipline? Contract violations?

Call the Member Resource Center

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

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

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A G R E E M E N T

**By and Between
SAFeway, INC.**

**and
UNITED FOOD AND COMMERCIAL WORKERS
UNION LOCAL NO. 3000**

MEAT WAREHOUSE

This Agreement is made by and between Safeway, Inc., operating a meat warehouse in Auburn, Washington and United Food and Commercial Workers, Local No. 3000.

ARTICLE I - RECOGNITION AND BARGAINING UNIT

1.1 Safeway, Inc. hereby recognizes, during the term of this Agreement, United Food and Commercial Workers, Local No. 3000 as the sole and exclusive collective bargaining agency for all employees of the Employer engaged in production work. Job classifications are set forth in this Agreement and made a part thereof.

1.2 The United Food and Commercial Workers Local No. 3000, for and on behalf of its members, hereby recognizes, during the term of this Agreement, Safeway, Inc., as the sole and exclusive collective bargaining agency.

1.3 Movement of Existing Facility – In the event that the Employer moves the existing facility to any location within the jurisdiction of UFCW Local 3000, as currently defined, the terms of this contract shall continue to apply with respect to the new facility. In addition, all employees working under the terms of this Agreement at the old facility shall be afforded the opportunity to work at the new facility under the same terms and conditions and without any loss of seniority or other contractual rights or benefits. The Union will be required to show a majority representation in accordance with controlling law. In addition, the parties agree to enter into effects bargaining in accordance with controlling law regarding the impact on employees of the movement of an existing facility.

1.4 The bargaining unit shall have jurisdiction over the work performed within the meat warehouse. The bargaining unit will not perform loading or unloading of store-selected product at the loading dock, except Alaska loading. The bargaining unit will have jurisdiction over daily sanitation duties within the meat warehouse and the shipping and receiving docks, excluding the use of mechanized equipment on the shipping and receiving docks.

ARTICLE II - UNION SECURITY

2.1 Pursuant to and in conformance with Section 8(A)3 of the Labor Management Relations Act of 1947, it is agreed that all employees coming under the terms of this Agreement shall make application to join the Union within thirty-one (31) days following the signing of this Agreement,

whichever is the later and must maintain membership in good standing for the life of this Agreement and any renewal thereof. The Employer shall discharge any employee as to whom the Union, through its business agent, delivers to the Employer a written notice that such employee is not in good standing. The Employer shall inform employees of the foregoing requirement at the time they are employed.

ARTICLE III - INITIATION FEES AND DUES AND HIRING NOTICE

3.1 For employees who voluntarily certify in writing that they authorize such deductions, the Employer shall deduct the amount of monthly dues from the pay each month and forward same to the Union in a timely manner. Deductions will be limited to authorizations furnished to the Employer by the Union before the end of the preceding month.

3.2 Authorized initiation fees will be deducted by the Employer in equal weekly installments and remitted to the Union monthly.

3.3 Each month, the Employer shall provide an electronic report of all new hires and termination. Such report shall include the employees' first name, middle initial and last name, social security number, phone number (home and/or cell), work location, job classification, wage rate, date of hire/rehire and/or termination.

Each quarter, the Employer shall provide an electronic report of all new hires and termination. Such report shall include the employees' first name, middle initial and last name, social security number, phone number (home and/or cell), work location, job classification, wage rate, date of hire/rehire and/or termination.

ARTICLE IV - SENIORITY, LAYOFFS, RECALL

4.1 Employees shall acquire seniority and be considered regular after six (6) consecutive calendar months of work. If the Company finds it necessary to layoff or recall employees, Plant seniority shall be considered along with qualifications and ability and the efficient operation of the business when laying off or recalling employees. (For example an employee hired on January 15 would obtain seniority on July 15 unless extended due to illness or injury as provided in this paragraph.) If an employee is unable to perform their normal assigned bargaining unit work due to illness or injury for a period in excess of thirty (30) days, the probationary period and attainment of seniority will be extended for the like period of time he/she was unable to perform their normal assigned bargaining unit work.

4.2 In increasing working forces according to seniority, employees who are called back to work after layoff shall be notified by telephone or certified letter at the last known address and shall be given seventy-two (72) hours to report for work. Failing to report for work within the seventy-two (72) hour period, without proper excuse shall result in termination of employment with the Company.

4.3 The recall provision of paragraph 4.2 of this section shall not be required if an employee has been laid off for a period of six (6) months and his employment with the Company shall be considered terminated. An employee on leave of absence for illness or injury of one (1) year shall terminate his employment with the Company, unless there is a mutual agreement between the Employer and Union

to extend the period of time beyond one (1) year. An employee shall lose his seniority rights if he resigns, retires, is discharged for just and proper cause or fails to report for work within the time limit set forth in paragraph 4.2 of this section, when called back to work from a layoff.

4.4 When a job becomes vacant on a permanent basis or permanent jobs become available due to an increase in the workforce in the Plant, such job or jobs shall be posted for a period of three (3) working days so as to enable Plant employees to bid for the job as follows:

4.4.1 The employee with the greatest seniority who has signed the job posting will be awarded the job subject to qualifications and ability and the efficient operation of the business.

4.4.2 If the employee is unable to perform the job within a reasonable length of time not to exceed fourteen (14) days, he shall be assigned to his former classification and the job shall be awarded to the employee with the next greater qualifications and ability and seniority who has signed the bid.

4.4.3 When reviewing qualifications and ability, the Employer shall use the following criteria:

1. Past work record
2. Attendance
3. Attitude
4. Productivity
5. Accuracy
6. Quality of work
7. Cooperation

4.5 Minimum Rates of Pay - In case of voluntary advancement, probationary period will be twenty-eight (28) calendar days and if the prospect does not qualify, he will revert to his old classification on the first (1st) day following his disqualification during the probationary period. The employee will receive his original rate of pay until he completes his probationary period satisfactorily.

4.6 If, in the Company's opinion, it is necessary to hire experienced employees to operate the plant efficiently, the provisions of 4.4 of this section will in no way restrict that flexibility.

ARTICLE V - DISCIPLINE AND DISCHARGE

5.1 The Employer reserves the right to discipline or discharge employees for just and sufficient cause, with the understanding that the Employer's action may be questioned by a grievance in accordance with the grievance procedure. After an employee has been continuously employed for six (6) consecutive calendar months (unless extended in accordance with Section 4.1), the Employer shall give the employee one (1) written warning with a copy to the Union prior to suspension or discharge. Such warning notices shall be void after twelve (12) months. The twelve month period shall be extended by the amount of time the employee is unable to perform his normal assigned work due to illness or injury. The requirement of a warning notice shall be waived in cases of dishonesty, insubordination, drinking or use or possession of illegal drugs related to employment, fighting,

intentional abuse or destruction of company property, or such other misconduct which is so serious in nature as to justify discharge without a written warning.

5.2 An employee will serve a nine (9) consecutive calendar month probationary period (unless extended in accordance with Section 4.1) commencing with the first day of work. The Employer may terminate an employee during the probationary period without applying the provisions of paragraph 5.1 of this section.

5.3 The Employer has 10 working days to administer discipline from the date of when the Employer knew, or reasonably should have known of the alleged violation of its policy, unless the Employer can demonstrate to the Union that there is an ongoing investigation into the alleged violation of policy.

ARTICLE VI - HOURS OF WORK, OVERTIME, NIGHT SHIFT PREMIUM AND REST PERIODS

6.1 Forty (40) hours shall constitute the normal straight-time workweek. All time worked in excess of ten (10) hours per day, forty (40) hours per week shall be considered overtime and shall be paid for at time and one-half (1-1/2) times the employee's straight-time rate. Regular full-time employees who work five (5) eight (8) hour days in a workweek will be paid overtime on a daily basis for any day that they work more than eight (8) straight-time hours. In the event employees are assigned to a regular four (4) day workweek, they will receive at least two (2) consecutive days off and one of their three (3) regularly scheduled days off will fall on weekends except for employees who voluntarily agree to work through the weekend in exchange for receiving three (3) consecutive days off.

6.2 Work performed by an employee on the sixth (6th) consecutive day of work in his workweek shall be paid for at one and one-half (1-1/2) times his straight-time rate, and work performed by an employee on the seventh (7th) consecutive day of work in his workweek shall be paid for at two (2) times his straight-time rate, provided the employee has worked forty (40) straight-time hours that week.

6.3 A premium of twenty-two and one half cents (\$0.225) per hour shall be paid for night work. The night shift premium will start at the beginning of the second shift, and employees will be paid the premium for their entire shift.

6.3.1 All overtime pay shall be computed on the basis of the regular rate of pay exclusive of any night, Sunday or holiday premium. There shall be no compounding or pyramiding of any premium pay with any other premium pay or overtime pay and only the highest applicable rate will be paid for the hours worked in any week.

6.4 Any employee working four (4) or more hours shall be entitled to a rest period of fifteen (15) minutes. Any employee who works seven (7) hours or more per day shall be granted a second rest period of fifteen (15) minutes. Such rest periods shall be granted as near as possible in the middle of the morning and/or afternoon shift. Employees who work more than two (2) hours overtime shall be granted a third (3rd) rest period of ten (10) minutes.

6.5 Any regular employee coming under this Agreement who is required to report for work shall receive not less than four (4) hours' pay.

6.6 After acquiring seniority, regular full-time employees shall be guaranteed pay in the first five (5) days of their workweek to provide compensation equal to thirty-two (32) times the regular straight-time hourly scale for their classification. The weekly guarantee shall not apply in situations beyond the Employer's control such as earthquake, fire, flood, explosion, computer failure which results in a major loss of production time, etc.; work stoppages caused by Meat inspection or other Government Order or any labor dispute affecting production, distribution or sales; or where the employee quits, fails to report to work, is terminated for just cause or is not available for work for any reason. The weekly guarantee shall not apply to part-time employees.

6.7 Cross-Utilization – When the employer projects overtime, employees from other departments may be used to help with meat swing shift shipping and meat day shift receiving when the department is short-handed due to employee absence, not including vacation with the following stipulations:

- a. Such work will be offered to employees from other departments only after the work has been offered to Local 3000 employees at straight and overtime rates.
- b. This is not intended to be used to replace specialty work
- c. The employees from other departments will not have department or Employer seniority with respect to work assignments

ARTICLE VII - WORK RULES

7.1 Regular employees with seniority on layoff will be offered the part-time work available before part-time help is used provided, however, the thirty-two (32) hour guarantee will not apply in these cases.

7.2 In the event the Company brings extra help in to work the regular employees working that day will not be sent home early from that shift.

7.3 The parties agree that the manager will have the discretion as to the assignment and the amount of overtime and the number of men to be assigned on any particular day or shift providing that the regular crew is assigned to daily overtime before part-time employees receive the overtime pay. In the event an overtime sign up list is utilized, a copy of that list will be provided upon request to a Steward designated by the Union.

7.4 Overtime at the end of the shift shall be offered by seniority to employees working that day but if enough qualified employees do not volunteer then the overtime will be assigned by inverse seniority. If it is anticipated during a shift that the remaining work requires fewer employees, volunteers will first be sought, (starting with the most senior), to leave early. If not enough volunteers, the Company will utilize inverse seniority in sending employees home.

7.5 In emergency situations, the Company may call employees to work as necessary.

7.6 If a regular employee is called to work on his day off, he must come to work unless he is sick or excused by management.

7.7 Employees working full-time, who are called to work on their day off, will be guaranteed five (5) hours of work unless the employee absents himself voluntarily.

7.8 Swing shift forklift positions will be granted by seniority on a daily basis.

ARTICLE VIII - HOLIDAYS

8.1 The following days shall be considered holidays:

New Year's Day
Thanksgiving Day
Christmas Day

The holidays listed above shall be observed on the date established for each by controlling Federal Law.

8.2 Employees who have attained seniority shall receive eight (8) hours pay* for the foregoing specified holidays when not worked, at their regular straight time rate of pay provided, however, they have worked their scheduled workday before the holiday, on the holiday as scheduled, and their scheduled day following the holiday, and have worked sometime during the holiday week unless excused by management. If the employee works within seven (7) days prior to the holiday but does not work in the holiday week and such absence is due to bona fide illness or injury, the requirement to work during the holiday week shall be waived. Part-time employees shall receive prorated holiday pay based on average hours worked in the previous four (4) weeks.

*Qualified employees scheduled to work four/ten hour shifts in the holiday week will receive pay for holidays not worked as follows:

- a) Ten (10) hours if the holiday falls inside the employee's workweek and the employee does not work that day;
- b) Eight (8) hours if the holiday falls outside the employee's scheduled workweek;
- c) Eight (8) hours if the employee works a ten (10) hour shift on the holiday.

8.3 Any work performed on New Year's Day, Thanksgiving Day and Christmas Day shall be payable at the rate of time and one-half (1-1/2) the employee's regular rate of pay in addition to pay, if any, as is payable to the employee under 8.2 above. Holiday call-in for regular full time employees will be eight (8) hours.

8.4 If the holiday falls on Saturday the Employer shall have the option of allowing the employees to be off on Friday and work four (4) days for five (5) days' pay, or observing the holiday on Saturday, working five (5) days for six (6) days' pay.

8.4.1 If the holiday falls on Sunday the Employer shall have the option of allowing the employees to be off the following Monday, working four (4) days for five (5) days' pay or observing the holiday on Sunday, working five (5) days for six (6) days' pay.

8.4.2 If the Employer elected the option of 8.4 or 8.4.1 of allowing the employees off the Friday before or the Monday after the holiday such action will not change the observance of the holiday from the day it falls and any work performed on the holiday shall be paid for at time and one-half (1-1/2) except in the case of swing shift or graveyard shift as provided below. It is understood that the five (5) or six (6) days' pay as outlined in 8.4 or 8.4.1 above include the holiday allowance for time not worked.

8.4.3 For the purpose of granting extended weekends the holiday may be observed on different days by different employees.

8.5 For swing shift and graveyard employees the Employer shall have the option of observing the preceding day as the holiday. When the day preceding is observed, work performed on the holiday on their assigned shift shall be paid for at the straight-time rate of pay. Starting time for these employees may be adjusted by mutual agreement.

8.6 In addition to the holidays listed in 8.1, the Employer will grant six (6) additional Personal Holidays. The Personal Holidays may be scheduled at the same time as regular vacation weeks are selected or may be taken one day at a time. This time off will be bid on the basis of the employee's seniority within the bargaining unit and will be consistent with current time-off practices. The Employer will designate how many employees can be off work in any given week.

8.6.1 To be eligible for holiday leave the employees must be regular full-time prior to January 1 of any year. Regular full-time employees shall receive forty (40) hours pay at straight-time for such leave time; regular part-time employees shall receive prorated holiday leave based on hours actually worked from January 1 to December 31 each year. Pay shall be at the straight-time contract rate for each classification.

8.6.2 Employees becoming regular full-time after January 1 shall receive prorated holiday leave and pay based on time worked from date that he became regular to December 31 of that year.

8.6.3 Regular employees who have worked six (6) months for the Employer or terminated for any reason or who do not work a full year will receive prorated pay based on days worked since January 1 or since becoming regular, whichever is later. If the holiday leave has been taken Employer may recoup on a prorated basis.

8.6.4 "Prorated" in all instances is based on a full week's work. Holidays and paid vacation taken shall be considered "time worked" for the purposes of this clause.

8.6.5 The employee may also elect to receive pay in lieu of the personal holidays.

ARTICLE IX - VACATIONS

9.1 Employees, on the first and second anniversary date of their employment (after the first and second year of continuous employment) shall be entitled to a vacation with pay at their straight-time hourly rate based upon the number of straight-time hours worked in the preceding twelve (12) months as follows:

<u>Hours Worked</u>	<u>Hours of Paid Vacation</u>
1200 - 1600	24
1600 - 1900	32
1900 or more	40

9.2 Employees on the third and each subsequent anniversary date of their employment to the ninth* anniversary date of their employment (after the third and each subsequent year to the ninth year of continuous employment) shall be entitled to a vacation with pay at their straight-time hourly rate based upon the number of straight-time hours worked in the preceding twelve (12) months as follows:

<u>Hours Worked</u>	<u>Hours of Paid Vacation</u>
1200 - 1600	48
1600 - 1900	64
1900 or more	80

9.3 Effective on each employee's anniversary date after January 31, 1995, employees on the seventh* and each subsequent anniversary date of their employment to the twelfth anniversary of their employment (after the seventh and each subsequent year to the twelfth year of continuous employment) shall be entitled to vacation with pay at their straight time rate based upon the number of straight time hours worked in the preceding twelve (12) months as follows:

<u>Hours Worked</u>	<u>Hours of Paid Vacation</u>
1200 - 1600	72
1600 - 1900	96
1900 or more	120

9.4 Employees on the twelfth* and each subsequent anniversary date of their employment to the twentieth anniversary date of their employment (after the twelfth and each subsequent year to the twentieth year of continuous employment) shall be entitled to vacation with pay at their straight-time hourly rate based upon the number of straight-time hours worked in the preceding twelve (12) months as follows:

<u>Hours Worked</u>	<u>Hours of Paid Vacation</u>
1200 - 1600	96
1600 - 1900	128
1900 or more	160

* Employees who on their last anniversary date were entitled to a greater vacation allowance than is provided in this section will retain the greater amount until they qualify for the next higher vacation.

9.5 Employees on the twentieth and each subsequent anniversary date of their employment (after the twentieth and each subsequent year of continuous employment) shall be entitled to vacation with pay at their straight-time hourly rate based upon number of straight-time hours worked in the preceding twelve (12) months as follows:

<u>Hours Worked</u>	<u>Hours of Paid Vacation</u>
1200 - 1600	120
1600 - 1900	160
1900 or more	200

9.6 Employees who terminate or are terminated (discharge for dishonesty excepted) after an anniversary date of their employment and prior to their next anniversary date of employment shall be entitled to vacation pay at their straight-time hourly rate based upon the number of straight-time hours worked since the last anniversary date of their employment at the following rates for each two hundred (200) hours worked: After the first and second anniversary date, four (4) hours' vacation pay; after the third to the ninth anniversary date, eight (8) hours' vacation pay; after the ninth to the twelfth anniversary date, twelve (12) hours' vacation pay; after the twelfth to the twentieth anniversary date, sixteen (16) hours' vacation pay and after the twentieth anniversary date, twenty (20) hours' vacation pay.

9.7 Vacation may not be waived by employees nor may extra pay be received for work during that period; provided, however, that by prior mutual agreement between the Employer, employee and the Union this provision may be waived.

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

9.9 It is hereby understood and agreed that in computing "Hours of Paid Vacation" for full-time employees (employees who regularly appear on the payroll for forty (40) hours or more per week), the terms of Section IX, paragraph 9.1, 9.2, 9.3, 9.4 and 9.5 shall be applied so that working time lost up to a maximum of two hundred (200) hours, due to temporary layoff, verified cases of sickness or accident or other absence from work approved by the Employer shall be counted as time worked. In determining the number of hours of paid vacation to which an employee is entitled, there shall be no deduction from his bank of hours due to absence from work because of vacation or holiday time earned and taken under this Agreement.

9.10 Vacations will, as far as practical, be granted for the period selected by the employee but final allocation of vacation periods is left to the Employer in order to ensure orderly operation of the plant. In the choice of vacation dates, departmental seniority shall prevail, provided that in the case of employees who are entitled to more than two weeks' vacation, vacation time scheduled for any employee during the months of June, July and August shall be limited to a period of two (2) weeks, unless the Employer and employee mutually agree to the scheduling of a longer vacation in such cases. The parties agree that one employee in each department will be allowed to take all earned vacation consecutively during the restricted vacation period. Such employee will be selected by a majority vote of the employees in the department.

ARTICLE X - GRIEVANCES

10.1 All matters pertaining to the proper application and interpretation of any and all of the provisions of this Agreement shall be adjusted by the accredited representative of Safeway, Inc. and the accredited representative of the Union. In the event of the failure of these parties to reach a satisfactory adjustment, the matter shall be referred for final adjustment to a Labor Relations Committee selected as follows: Two (2) members from the Employers and two (2) members from the Union. In the event the Labor Relations Committee fails to reach an agreement, the four shall select a fifth member or they shall request the Federal Mediation and Conciliation Service to submit a list of eleven (11) names of qualified arbitrators from which the Labor Relations Committee shall select a fifth member, who shall be chairman and the decisions of this Committee shall be binding on both parties and such decisions shall be made not later than ten (10) days after the four members of the Labor Relations Committee have failed to agree. The Labor Relations Committee, as thus constituted, shall have no power to add to, subtract from, or change or modify any provisions of this Agreement but shall be authorized only to interpret existing provisions of this Agreement as they apply to the specific facts of the issue in dispute.

10.1.1 The decision of the Arbitrator shall be final and binding on all parties and shall be rendered within thirty (30) days from the close of the hearing or the receipt of briefs, whichever is later. Should the Arbitrator fail to comply with these provisions, he will not be paid for his services. The moving party shall notify the Arbitrator of this provision during the selection process. If the assignment is refused, the parties agree to select an alternate. The cost of the Arbitrator shall be borne equally by both parties.

10.2 During the process of making adjustments under the rule and procedure set forth in paragraph 10.1 above, no strike or lockout shall occur.

10.3 No grievance or claim of violation of this Agreement shall be recognized unless presented in writing within thirty (30) days from the date of the occurrence causing the complaint or grievance. In the event the claim is one for additional wages, any such claim shall be limited to additional wages, if any, accruing within the thirty (30) day period immediately preceding the date upon which the Employer received notice in writing of the claim. Grievances filed over discharges must be received by the Employer within fifteen (15) calendar days of the discharge.

10.4 An employee may request the presence of a Union Representative when discussion regarding the issuance of a warning notice or disciplinary action has been indicated by the Company.

ARTICLE XI - RE-EMPLOYMENT OF VETERANS

11.1 The Employer agrees to abide by any applicable statute or regulation of the United States Government relative to the seniority and/or reinstatement of employment of Veterans of the Armed Forces.

ARTICLE XII - MINIMUM RATES OF PAY

12.1 The minimum rates of pay for all bargaining unit employees shall be as set forth in the attached Classified Wage Schedule - Appendix A.

12.2 It is understood that the terms of this Agreement are intended to cover only the minimums of wages and other employee benefits. The Employer may place superior wages and other employee benefits into effect and reduce the same to the minimum herein prescribed without the consent of the Union.

12.3 When an employee is required for more than two hours, to fill the place of another employee receiving a higher rate of pay, he or she shall receive the higher rate, as follows: up to two (2) hours paid at their regular rate; two (2) hours to four (4) hours work paid four (4) hours at the higher rate; over four hours, paid eight (8) hours at the higher rate. But if required temporarily to fill the place of another employee receiving a lower rate, his or her rate shall not be changed. Any employee doing more than one job shall be paid at the higher rate.

12.4 Within thirty (30) days after an Employer party to this Agreement introduces new methods of operation into the bargaining unit that requires the establishment of a new job classification, the Employer shall notify the Union in writing of the new classification, including a description of the work being performed and wage rate assigned. Any question as to the adequacy of the wage rate established for the new job classification shall be presented in writing by the Union within ten (10) calendar days following the Employer's written notice to the Union and shall be subject to negotiation and if not agreed upon, shall be subject to the grievance procedure as set forth in Section X of this Agreement. If through the procedure as set forth in Section X, it is determined that the wage rate assigned by the Employer should be adjusted, such adjustment shall be retroactive to the date of the Employer's written notice to the Union.

ARTICLE XIII - HEALTH AND WELFARE

13.1 The Employer and the Union agree to be bound by the terms and provisions of that certain Trust Agreement creating the Sound Health & Wellness Trust (formerly Retail Clerks Welfare Trust, initially executed June 18, 1957, and all subsequent revisions or amendments thereto, including the revision of June 25, 1990). The Employer accepts as his representatives for the purpose of this Trust Fund, the Employer Trustees serving on the Board of Trustees of said Trust Fund and their duly appointed successors. The Employer and the Union agree to be bound by the Health & Welfare and Pension Agreement, effective May 5, 2019, by and between Allied Employers, Inc., and U.F.C.W. Union Locals Nos. 21, 367, and 1439, U.F.C.W. International (AFL-CIO), and Teamsters Union Local No. 38, and by all amendments thereto.

13.2 The Employer party to this Agreement shall continue to pay on a per compensable hour basis (maximum of one hundred and seventy-three (173) hours per calendar month per employee) into the Sound Health & Wellness Trust for the purpose of providing the employees with hospital, medical, surgical, vision, group life, accidental death and dismemberment, weekly indemnity benefits and dental benefits in accordance with the contribution rates and related provisions established by the

separate Health and Welfare Agreement between Allied Employers, Inc. and various Local Unions dated April 1, 1977, and as subsequently amended, including the revision dated May 5, 2013.

13.3 The details of the benefit programs including a description of exact benefits to be provided, and the rules under which employees and their dependents shall be eligible for such benefits, shall be determined by the Trustees of the Sound Health & Wellness Trust in accordance with the terms and provisions of the Trust Agreement creating the Retail Clerks Welfare Trust, dated June 18, 1957, and as may be subsequently amended.

13.4 The contribution referred to shall be computed monthly and the total amount due for each calendar month shall be remitted in a lump sum not later than twenty (20) days after the last day of the month in which the contributions were earned.

13.4.1 Notwithstanding the foregoing section, the Board of Trustees of the Sound Health & Wellness Trust shall have the authority to establish and enforce a method for reporting contributions on an accounting period basis rather than a calendar month basis. In such a case, the one hundred and seventy-three (173) hour maximum shall be appropriately adjusted, as directed by the Trustees, provided that in no event shall the Employer's total obligation be different than what it would have been on a calendar month basis. Further, the total contributions due for each approved accounting period shall be remitted in a lump sum not later than twenty (20) days after the end of the accounting period.

13.5 Employer Contribution Rates:*

*Safeway Inc. agrees to be bound by the contribution rate(s) increase or decrease, which will be established and agreed upon in the 2022 Retail Food Industry negotiations with the United Food and Commercial Workers Union under the Health and Welfare Labor Agreement, effective May 5, 2019, by and between Allied Employers, Inc., and U.F.C.W. Union Locals Nos. 21, 367, and 1439, U.F.C.W. International (AFL-CIO), and Teamsters Union Local No. 38, and by all amendments thereto. This shall include the redirection of contributions to the Sound Retirement Trust and to the variable annuity pension plan.

13.5.2 Should the monthly premium cost per eligible employee exceed the maximum employer rate during the term of year in which the increase occurs, the employees will authorize a weekly payroll deduction to cover the benefit plan costs in excess of the annual cap. Any such employee payroll deductions required to cover excess benefit costs shall be established under Section 125 of the IRS Code, which provides covered employees the option to have the weekly paycheck deduction taken before wages are taxed.

ARTICLE XIV - STATE AND FEDERAL LEGISLATION

14.1 The Medical-Surgical-Hospital coverage and Weekly Disability Insurance established by this Agreement shall be reduced to the extent of any comparable coverage provided by subsequent State or Federal legislation.

ARTICLE XV - RETIREMENT PROGRAM

15.1 Acceptance of Trust Agreement. The Employer and the Union agree to be bound by the terms of the Trust Agreement, which created the Sound Retirement Trust, as initially executed on January 13, 1966, by all subsequent revisions or amendments thereto, and by all policies and other conditions of participation and eligibility, which may be established from time to time by the Trust's Plan Document, Summary Plan Description, and other pertinent rules, regulations, and Trustee actions. The Employer accepts the Employer Trustee members of the Board of Trustees, and their duly appointed successors, as its representatives for purposes of managing the Trust. The Union accepts the Labor Organization Trustee members of the Board of Trustees, and their duly appointed successors, as its representatives for the purposes of managing the Trust.

15.2 The Employer shall contribute to the Sound Retirement Trust, on behalf of each member of the bargaining unit, contributions to be calculated on the basis of the number of hours for which the Employer is obligated to pay contributions to the Sound Retirement Trust and in accord with the separate Pension Agreement by and between Allied Employers, Inc. and U.F.C.W. Union Locals 21,367, and 1439, UF.C.W. International (AFL-CIO) and Teamsters Union Local 38 and by all amendments thereto, including Attachment "A-1", Albertsons/Safeway And Other Employers Pension Agreement, except as provided in this Section.

15.2.1 Until the effective date of the new future service defined benefit variable plan (VAP) under Section 15.5, the Employer will continue to make contributions to the Sound Retirement Trust as described in this Article and the Employer's active participants will continue to earn benefit accruals until such effective date.

15.2.2 The parties hereby adopt the Preferred schedule under the Rehabilitation Plan of the Sound Retirement Trust as revised September, 2020 with the Preferred schedule to be effective with respect to those subject to the terms of this collective bargaining agreement as of the date stated in the Rehabilitation Plan and selected Schedule and the Employer shall contribute in accordance with such schedule as follows.

Effective Date	Meat Pension Base Rate	Supplement Rate	Rehab rate	Non-Accrual Rate	TOTAL RATE
First month after ratification	\$1.76	\$1.056	\$10.7280	\$0.010	\$13.554
7/1/2022	\$1.76	\$1.056	\$12.0130	\$0.010	\$14.839
7/1/2023	\$1.76	\$1.056	\$13.2990	\$0.010	\$16.125
7/1/2024	\$1.76	\$1.056	\$13.3690	\$0.010	\$16.195

15.2.3 Upon the effective date of the new future service defined benefit variable plan under Section 15.5, future benefit accruals for the Employees under the SRT will cease As a result, 125% of the employer's base contribution on which employee accruals are based for the SRT for the Employer's employees is discontinued once future benefit accruals commence under the VAP and all hourly contribution rates paid to the SRT will be reduced by such amount (\$0.99 per hour) under this Section.

15.3 If the Union wishes to defer additional money to the pension benefit from wages over the course of this Agreement, the parties agree to meet and discuss this option. The parties agree that no more than 10¢ may be deferred to the pension benefit from wages during the course of this Agreement.

15.4 The total amount due each calendar month shall be remitted in a lump sum not later than twenty (20) days after the last business day of such month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the determination of contributions due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for within time specified shall be a breach of this Agreement.

15.5 Effective with hours the first of the month following ratification, future service benefit accruals will be earned in the VAP, a multiemployer variable annuity defined benefit plan. Participants' service earned under the Sound Retirement Trust (SRT) and the VAP will be recognized for participation, vesting and benefit eligibility purposes in both plans. In the event of a short plan year running from the transfer date to December 31, the benefit guarantee will apply for the initial plan year ending December 31, 2021. The VAP shall operate on a calendar plan year basis.

15.5.1 Employer contributions to the VAP contributions will be made in accordance with the separate Pension Agreement by and between Allied Employers, Inc. and U.F.C.W. Union Locals 21, 367, and 1439, U.F.C.W. International (AFL-CIO) and Teamsters Union Local 38 and by all amendments thereto, except as provided as follows:

15.5.2 The Employer will contribute ninety-nine cents (\$0.99) per hour for each eligible active participant to the VAP, commencing with the effective date. This amount will increase to and one dollar and three cents (\$1.03) per hour effective January 1, 2022. The rate for January 2023 will be dependent on the contribution rate(s) increase or decrease, which will be established and agreed upon in the 2022 Retail Food Industry negotiations with the United Food and Commercial Workers Union. Contributions will be made on behalf of current active employees and future newly hired employees in classifications for whom contributions have been made under the current collective bargaining agreement. Contributions shall be remitted monthly, in the same manner as they have been made to the SRT.

15.5.3 In addition, the Employer will contribute three cents (\$.03) per hour for each eligible active participant to the VAP for the temporary guarantee, commencing with the effective date of the VAP through December 31, 2021.

15.5.4 The Employer agrees to promptly provide, on a periodic basis, such salary data for employees intended to be covered by the VAP to allow the actuaries for the parties developing the VAP to determine the benefit accrual rate from the VAP that can be funded with such contributions determined above and in the future as the VAP operates to allow administration of the VAP.

ARTICLE XVI - SICK AND ACCIDENT LEAVE

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

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

<u>Hours Worked</u>	<u>Hours of Sick Leave Pay</u>
1600 to 1800	32
1800 or more	48

16.3 It is hereby understood and agreed that in computing "Hours of Sick and Accident Pay" for full-time employees (employees who regularly appear on the payroll for forty (40) hours or more per week), the terms of Section XVI, paragraph 16.2, shall be applied so that working time lost up to a maximum of one hundred twenty (120) hours due to verified cases of sickness or accident shall be counted as time worked. In determining the number of hours of sick and accident leave pay to which an employee is entitled, there shall be no deduction from his bank of hours due to absence from work because of vacation or holiday time earned and taken under this Agreement.

16.4 Sick and Accident leave, to the extent it has been earned, shall begin on the employee's third (3rd)* scheduled workday lost due to illness or accident, and shall continue for each working day of the illness or accident thereafter and shall be in an amount equal to eight hours pay per day, provided 1) the daily total of sick and accident leave pay under this section and disability payments provided by the Health and Welfare Plan or State Industrial Insurance shall not exceed the contract rate for eight (8) hours per day; and, 2) not more than five (5) days' pay shall be required in any one workweek. Employees who are hospitalized on the first (1st) day of illness or accident (including disabling outpatient surgery) shall be eligible for first (1st) day Sick Leave.

* Employees who have at least 150 hours in their Sick Leave Bank and who have not missed a day (sick leave) in the last twelve (12) months shall be entitled to pay for the first (1st) scheduled workday lost due to illness or accident.

16.5 Sick and Accident leave pay shall be cumulative from year to year but not to exceed a maximum of four hundred twenty (420) hours. Sick and Accident leave pay must be earned by employment with the Employer.

16.6 A doctor's certificate or other authoritative verification of illness may be required by the Employer and, if so, must be presented by the employee not more than forty-eight (48) hours after return to work.

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

ARTICLE XVII - JURY DUTY

17.1 After their first year of employment, employees who are regularly employed twenty-four (24) hours or more per week who are called for service on a superior court or federal district court jury shall be excused from work for the days on which they serve and shall be paid the difference between the fee they receive for such service and the amount of straight-time earnings lost by reason of such service up to a limit of eight (8) hours per day and forty (40) hours per week; provided, however, that an employee called for jury duty who is temporarily excused from attendance at court must report for work if sufficient time remains after such excuse to permit him to report to his place of work and work at least one-half (1/2) of his normal workday. 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.

ARTICLE XVIII - BEREVEMENT LEAVE

18.1 A regular full-time employee shall be allowed up to three (3) days off with pay for the loss of his normal scheduled days of work for the purpose mourning the death of a member of their immediate family. Immediate family shall be defined as spouse, registered domestic partner son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, grandparents, grandchildren and any persons for whom the employee is the legal guardian. Bereavement leave will be paid only with respect to a workday on which the employee would have otherwise worked and shall not apply to an employee's scheduled day off, holiday, vacation or any other day in which the employee would not in any event have worked. Bereavement leave shall be paid for at the employee's regular straight-time hourly rate.

ARTICLE XIX - FURNISHING OF TOOLS

19.1 The Company shall continue its present plant practice with respect to furnishing of heavy tools, safety devices and equipment.

ARTICLE XX - STRIKES AND LOCKOUTS

20.1 During the life of this Agreement, the Union agrees not to engage in any strike or stoppage of work and the Employer agrees not to engage in any lockout. Accordingly, for the duration of this Agreement, the Union agrees that neither the Union, its representatives, nor any employees covered by this Agreement shall in any way, directly or indirectly authorize, cause, assist, participate in any strike (whether it be an economic strike, sympathy strike, or otherwise).

ARTICLE XXI - SCOPE OF AGREEMENT

21.1 This Agreement contains all the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent for any further waiver of such breach or condition.

ARTICLE XXII - EQUAL OPPORTUNITY

22.1 The Company and the Union agree that their intent is that the application of the provisions of this Agreement will fully comply with applicable laws and regulations regarding discrimination against any employee or applicant for employment because of such persons' race, religion, color, national origin, sex or age, disability as defined by the ADA.

22.2 Where the masculine or feminine gender has been used in any job classification or in any provision of this Agreement, it is used solely for the purpose of illustration and shall not in any way be used to designate the sex of the employee eligible for the position or the benefits of any other provisions.

ARTICLE XXIII - EMERGENCY CONDITIONS CONTINGENCY

23.1 In case of emergency caused by fuel shortage, energy shortage or other such national or regional emergency beyond the Employer's control, which could be alleviated by a change in the workweek, starting time, or other provisions of this contract, the parties to this agreement agree to negotiate such necessary changes in this contract to maintain the efficient operation of the business and provide continued employment for the employees.

ARTICLE XXIV - GENERAL CONDITIONS/DRUG TESTING

24.1 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 employees are involved in an accident or suffers an on-the-job injury. An employee who tests positive shall be entitled to have a second test performed using a different disclosure method to verify the accuracy of the test results. Time spent in such testing shall be on Company time; however, any employee refusing to submit to a drug or alcohol test shall be taken off the clock effective with the time of the Employer's request. An employee who refuses to take a drug or alcohol test upon request shall be subject to termination.

ARTICLE XXV - EFFECTIVE DATE AND DURATION

25.1 This agreement shall be in full force and effect from and after February 7, 2021, through August 3, 2024, provided that the changes negotiated herein shall become effective on the date of ratification and shall continue in full force and effect through February 6, 2021.

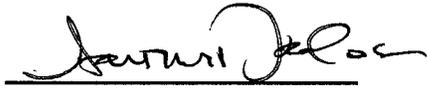
25.2 If either party desires to change, modify or terminate the agreement on the anniversary date of August 3, 2024, written notice must be given to the other party sixty (60) days in advance of August 3, 2024. If such notice is not given within such time the agreement shall be considered as automatically renewed for an additional period of one (1) year and in like manner from year to year thereafter.

IN WITNESS WHEREOF, we attach our signatures this 10th day of August, 2022.

SAFEWAY, INC.

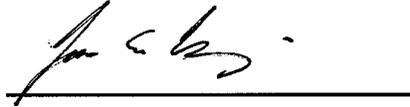
UNITED FOOD AND COMMERCIAL
WORKERS UNION LOCAL #3000

BY



Anthony DeCosmo
Director, Labor Relations

BY



Joe Mizrahi
Secretary Treasurer

APPENDIX "A"

JOB CLASSIFICATIONS AND WAGE RATES

A.1 Wage Rates – The agreement provides wage increases to the top rate for all classifications as provided in the scales below, including wage rates applying to any red-circled employees being paid over scale.

Classification/Dept.	Current	Upon ratification	4/3/22	6/5/23
Increase		\$2.50	\$1.00	\$1.00
Warehouse Worker	\$28.83	\$31.33	\$32.33	\$33.33

Step	Timing	Percentage
1	1 st 1040 hours	70%
2	2 nd 1040 hours	75%
3	3 rd 1040 hours	80%
4	4 th 1040 hours	85%
5	5 th 1040 hours	90%
6	After 5200 hours / Thereafter	Full Rate

A.3 Specialty Worker - See addendum

A.4 Incentive-Based Compensation – The Company may offer an Incentive Based Compensation Program for employees during the term of this agreement. An Incentive based Compensation Program shall not be implemented unless both parties have come to a mutual agreement regarding the plan details and rules.

ADDENDUM TO CURRENT MEAT WAREHOUSE CONTRACT**BETWEEN****UFCW LOCAL 3000 AND SAFEWAY, INC.****AUBURN DISTRIBUTION CENTER**

This addendum will cover that classification called "SPECIALTY WORKERS" in our Meat Warehouse. These employees will be covered under all terms of the current Labor Agreement between the parties effective February 1, 2012 through January 31, 2015, except as provided below:

1. Specialty Worker is a new classification but will include the prior work of the Floor Worker.
2. It is understood that this classification will not infringe on the work currently being done by regular employees covered under this contract but may perform any different work that may be assigned to this
3. It is understood the Specialty Worker classification will generally be a part-time work force.
4. The thirty two (32) hour workweek guarantee, (paragraph will not apply to this assignment.
5. Minimum call-in will be four (4) hours.
6. Section IV - Pension, will not be applicable to employees who are classified only as Specialty Workers. (Pension contributions will be required on all other classification employees when they are performing Specialty work or duties.)
7. Safeway 3000 employees with seniority who are laid off or not working full time will be offered the Specialty Worker available work on a weekly basis under the Journeyman Specialty Worker conditions before the Company assigns such work to Specialty Workers. Such employees will advise management the week before that they are available and want the work.
8. Employees in classifications listed in Appendix "A" of the Agreement, assigned by the Company to the Floor Worker's duties will be paid as per their regular assignment for performing such work:
9. Specialty Workers will be a separate department in regard to the section for seniority (except in the event of layoff). Specialty Workers will acquire seniority after ninety (90) working days but will accumulate more seniority only if they are available for call-in forty (40) hours per week.
10. If Specialty Workers are promoted to other classification they will not take a reduction in pay, but these employees will be considered new hires under Appendix "A" and given credit

up to a maximum of six (6) months (1040 hours) for time worked as Specialty Worker toward completing their first year of employment break-in-rate.

11. Specialty Workers will be considered for available openings in other classification work as outlined in Section IV, Seniority.
12. Wages: \$11.50 per hour, \$12.00 per hour 1/1/2019, \$13.50 per hour 1/1/2020

**LETTER OF UNDERSTANDING
DUES CHECK-OFF / ACTIVE BALLOT CLUB**

1. Add initiation and uniform dues through payroll deduction as follows:

a. Union Dues Check-Off

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 authorization 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 authorization shall be in such form as to conform with Section 302(c) of the Labor Management Act of 1947.

b. Authorized initiation fees will be deducted in three (3) equal installments and remitted to the Local Union monthly.

c. It is understood the Employer is not liable in any manner if the employee is not on the payroll at the time deductions are being processed.

d. Indemnify and Hold Harmless

The Union shall indemnify and hold harmless against any and all claims, demands, suits or other forms liability that shall arise out of or of action taken or not taken by the Company by the Union or for the purpose of complying with any of the provisions of this Article.

2. The involved Employer shall be granted a reasonable period to adopt administrative and payroll producers to accommodate this agreement.

3. Active Ballot Club – For employees who voluntary 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.

CONFIRMED: 8/10/22 (Date)

SAFEWAY, INC.

UNITED FOOD AND COMMERCIAL
WORKERS UNION LOCAL #3000

BY 
Anthony DeCosmo
Director, Labor Relations

BY 
Joe Mizrahi
Secretary Treasurer

THE UNION DIFFERENCE

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

A Voice at Work

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

Right to Union Representation

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

Just Cause for Discipline

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

The Security of a Union Contract

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

Union Leadership

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

My Shop Steward is:

My Union Rep is:

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

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

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

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

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

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

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

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

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

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

WWW.UFCW3000.ORG

UFCW3000



UFCW3000

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

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