

Agreement by and between

**UFCW 3000**

and

**Albertsons/Safeway**

**(Tri-Cities)**

**Meat**

Effective: 1/13/2019 - 1/22/2022

**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**

**A G R E E M E N T**

**By and Between  
ALLIED EMPLOYERS, INC.**

**and**

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

**MEAT DEALERS  
(Tri-Cities)**

**Effective: January 13, 2019**

**Through: January 22, 2022**

**Ratified: December 18, 2018**

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# AGREEMENT

By and Between  
ALLIED EMPLOYERS, INC.

and

UNITED FOOD AND COMMERCIAL WORKERS  
UNION LOCAL #1439

MEAT DEALERS  
(Tri-Cities)

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This Agreement is made by and between Tri-Cities Meat Dealers, represented by Allied Employers, Inc., for their markets located in Pasco, Kennewick, and Richland, Washington, and United Food and Commercial Workers Union, Local No. 1439.

## ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

1.1 Tri-Cities Meat Dealers, represented by Allied Employers, Inc., hereby recognize, during the term of this Agreement, United Food and Commercial Workers Union Local No. 1439 as the sole and exclusive collective bargaining agency for all employees of the Employer whose job classifications are set forth in this Agreement.

1.2 United Food and Commercial Workers Union Local No. 1439, for and on behalf of its members, hereby recognizes, during the term of this Agreement, Allied Employers, Inc., as the sole and exclusive collective bargaining agency for all Employers who are designated as parties to this Agreement.

## ARTICLE 2 - 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 date of employment, or within thirty-one (31) days following the date of 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 in conformity with this Article.

2.1.1 For the purpose of this Agreement, good standing shall be defined as the tendering of dues and initiation fees uniformly required of members of the Union.

2.1.2 The Union agrees to hold the Employer harmless for discharges made pursuant to this Article.

2.1.3 Furthermore, it is agreed that the Employer has up to five (5) days to discharge an employee pursuant to this Article, if it so elects.

2.2 No member of the Union shall be discriminated against for upholding Union principles, or be discharged without good and sufficient cause.

### **ARTICLE 3 - HOURS OF WORK AND OVERTIME**

3.1 Eight (8) hours of work exclusive of lunch period (such lunch period may be of either one-half (1/2) hour or one (1) hour, provided the lunch period shall not be taken earlier than three (3) hours nor later than five (5) hours after the commencement of the employee's work shift) shall constitute a normal day's work, and five (5) days (forty (40) hours) shall constitute a normal week's work. All hours over eight (8) per day and forty (40) per week shall be paid for at time and one-half (1-1/2) the regular rate.

#### **3.2 Sunday Premium:**

Meat Cutters & Meat Wrappers. For employees hired prior to June 21, 2011, all work performed on Sundays shall be paid for at time and one-third (1/3) the regular straight time rate. For employees hired on or after June 21, 2011, all work performed on Sundays shall be paid for at one dollar (\$1.00) over the regular straight time rate.

Service Counter. For employees hired prior to June 21, 2011, all work performed on Sundays shall be paid for at time and one-half (1/2) the regular straight time rate. For employees hired on or after June 21, 2011, all work performed on Sundays shall be paid for at one dollar (\$1.00) over the regular straight time rate.

3.3 There shall be no discrimination against any employee who refuses to work after 7:00 p.m.

3.4 Regular and extra employees shall be offered not less than four (4) continuous hours' work, or equivalent compensation, in any day ordered to report for work, compensation to begin at the time ordered to report for duty. If an employee chooses to work less than four (4) hours, the actual number of hours worked will be paid. No split shifts shall be allowed. No time off in lieu of overtime worked shall be allowed.

3.5 In order to give employees as much notice as possible in planning their weekly schedule of work, the Employer agrees to post a work schedule for all regular full-time and all regular part-time employees not later than 5:00 p.m. Thursday of the preceding work week, and except in cases of emergency, no changes shall be made in said schedule without twenty-four (24) hours' notice to the employee or by mutual agreement between the Employer and the employee. A reduction of hours within the scheduled work week shall not be considered as a layoff. It is understood and agreed that the work schedule may not be used to guarantee any specified number of hours of work to any employee except as provided for in paragraph 4 of this Article. Seniority shall be considered along with merit and ability and the

efficient operation of the business when planning the weekly schedule of straight-time hours to be worked. It shall be the obligation of the Employer to promptly investigate alleged abuses upon presentation, and to rectify such abuses when justified within the meaning of this section.

3.6 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 the Union to be engaging in such practices shall be subject to discipline, which may include termination.

3.7 All employees shall be entitled to a rest period of ten (10) minutes for each continuous work period of four (4) hours in a daily shift. Any employee who works eight (8) hours in any shift shall receive two ten (10) minute rest periods, one prior to the lunch period and one after the lunch period. Such rest periods shall be as nearly as practicable in the middle of each work period. If an employee is scheduled to work two (2) hours beyond the end of his regular straight-time shift, he shall be given an additional rest period of ten (10) minutes at the end of his regular straight-time shift. In those instances where rest periods in excess of ten (10) minutes have been past practice, it is agreed that the rest period shall not be reduced, provided that under no circumstances shall the rest period exceed fifteen (15) minutes.

3.8 There shall be no compounding or pyramiding of overtime pay and/or any premium pay under this Agreement.

#### **ARTICLE 4 - VACATIONS**

4.1 Employees who have worked for the same Employer for one (1) continuous year shall be entitled to a vacation with pay at their straight-time hourly rate based upon all compensable hours in the preceding twelve (12) months as follows:

<u>Hours Worked</u>	<u>Hours of Paid Vacation</u>
1000 to 1200	20
1200 to 1600	24
1600 to 2000	32
2000 to 2288	40
2288 to 2496	44
2496 or more	48

4.2 Employees who have worked for the same Employer for three (3) continuous years (after the third and each subsequent year to the seventh year of continuous work) shall be entitled to a vacation with pay at their straight-time hourly rate based upon all compensable hours 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 2000	64
2000 to 2288	80

2288 to 2496	88
2496 or more	96

4.3 Employees who have worked for the same Employer for seven (7) [eight (8) for employees hired after June 21, 2011] continuous years (after the seventh [eighth (8<sup>th</sup>) for employees hired after June 21, 2011] and each subsequent year to the fifteenth year of continuous work) shall be entitled to vacation with pay at their straight-time hourly rate based upon all compensable hours 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 2000	96
2000 to 2288	120
2288 to 2496	132
2496 or more	144

4.4 Employees who have worked for the same Employer for fifteen (15) continuous years (after the fifteenth and each subsequent year of continuous work) shall be entitled to vacation with pay at their straight-time hourly rate based upon all compensable hours in the preceding twelve (12) months as follows:

<u>Hours Worked</u>	<u>Hours of Paid Vacation</u>
1000 to 1200	80
1200 to 1600	96
1600 to 2000	128
2000 to 2288	160
2288 to 2496	176
2496 or more	192

4.5 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 all compensable hours since the last anniversary date of employment, at the following rates for each two hundred (200) hours worked:

After the 1st and 2nd year worked	-	4 hours of vacation pay.
After the 3rd to the 7th year worked	-	8 hours of vacation pay.
After the 7th to the 15th year worked	-	12 hours of vacation pay.
After the 15th year worked	-	16 hours of vacation pay.

4.6 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 Employer, employee, and the Union, this provision may be waived.

4.7 Employees whose vacations are scheduled during a holiday week shall receive holiday pay provided for under the terms of Section 5.5 of this Agreement, in addition to vacation pay.



4.8 It is hereby understood and agreed that in computing "hours of paid vacation" for employees who regularly appear on the payroll for thirty-two (32) hours or more per week, the terms of Sections 4.1, 4.2, 4.3, and 4.4 shall be applied so that working time lost up to a maximum of one hundred twenty (120) hours due to temporary layoff, verified cases of sickness or accident, or other absence from work approved by the Employer (in addition to vacation and holiday time off earned and taken by the employee) shall be counted as time worked.

4.9 Employees shall be paid earned vacation pay pro-rated to the time of sale or transfer by the selling Employer.

4.10 In the scheduling of vacation, seniority shall be considered with the understanding that in the case of employees entitled to three (3) or four (4) weeks of vacation, two (2) weeks may be scheduled consecutively, considering seniority, and the remaining earned vacation time by mutual agreement between the Employer and the employee. It is understood and agreed that for the purpose of this section, seniority shall be considered on a store-to-store basis.

4.11 Employers shall have the option of paying vacation either on the anniversary date or at the time taken. Vacation hours for continuing employees shall be considered hours worked for the purpose of establishing eligibility under the UFCW Welfare Trust and the Sound Retirement Trust. As such, vacation hours and the corresponding contributions due shall be reported and paid to those Trusts during the month in which the employee takes vacation time off from work.

## **ARTICLE 5 - HOLIDAYS**

5.1 The following days shall be considered as holidays:

New Year's Day  
Memorial Day (last Monday in May)  
Independence Day  
Labor Day (first Monday in September)  
Thanksgiving Day  
Christmas Day

Where the date of any holiday falls on Sunday, the following Monday shall be observed, except Christmas and New Year's, which shall be observed on the actual day.

5.2 Employees with one (1) year of continuous service with the Employer shall receive their birthday as a paid holiday. By mutual agreement between the Employer and employee, the employee may receive payment in lieu of such holiday in accordance with paragraph 5.5 of this Article. Employees shall give the Employer a thirty (30) day notice prior to their birthday. The birthday shall be observed within thirty (30) days of the employee's birthday on a mutually agreeable day. In the event the employee's birthday falls on the same day as any of the other holidays specified in paragraph 5.1, the employee's birthday will be celebrated on another day in accordance with the procedure set forth in the previous sentence.

5.3 Employees with one (1) year of continuous service with the Employer shall receive their anniversary date as a paid holiday. The anniversary holiday shall be observed on a mutually agreeable day or by mutual agreement between the Employer and employee. The employee may receive payment in lieu of such holiday in accordance with paragraph 5.5 of this Article.

5.4 Employees shall be entitled to a personal day as a paid holiday after one (1) year of continuous service with the Employer. The personal day shall be taken within the following twelve (12) months on a date mutually agreeable between the employee and the Employer.

5.5 After five (5) months of employment, employees hired prior to June 21, 2011, provided they work not less than twelve (12) hours during the week in which the holiday occurs and report for work their last scheduled working day preceding and their next scheduled working day immediately following the holiday, shall be paid for holidays not worked on the following basis: Employees who average twelve (12) hours or more per week shall be paid for the holiday on the basis of one-fifth (1/5th) of the employee's average hours worked per week in the four (4) weeks immediately preceding the holiday week, to a maximum of eight (8) hours. Employees hired on or after June 21, 2011, must be on the Employer's payroll for six (6) months and meet the other requirements of this Article in order to qualify for any holiday pay/premium benefits.

5.6 Employees hired prior to June 21, 2011, who qualify for holiday pay as specified in paragraph 5.5 shall be paid time and one-half (1-1/2) in addition to such holiday pay for work performed on holidays named in paragraph 5.1. Employees who do not qualify for holidays pursuant to paragraph 5.5, shall receive time and one-half (1-1/2) for work performed on such holidays, provided this shall not apply to the employee's birthday or anniversary holidays.

For employees hired on or after June 21, 2011:

- \*No premium for first six (6) months (birthday wait remains twelve [12] months).
- \*Next 2080 hours, premium for working on holiday shall be \$1.25 per hour.
- \*Thereafter, premium for working on holiday shall be time and one-half (1½).

5.7 It is understood and agreed that holidays shall not be considered as days worked for the purpose of computing weekly overtime; provided, however, in the case of employees who are regularly scheduled six (6) days, totaling forty-four (44) hours or more per week, the holidays referred to in paragraphs 5.1, 5.2, 5.3, and 5.4 above shall be considered as days worked for the purpose of computing weekly overtime.

## **ARTICLE 6 - CLASSIFICATIONS AND MINIMUM RATES OF PAY**

6.1 Classifications, minimum rates of pay, and wage increases and adjustments are set forth in Appendix A and are made a part hereof.

6.2 Wrapper employees, as covered by this Agreement, shall not be permitted to cut, bone, or grind fresh meat; however, the Wrapper may cut a steak or roast, which has already been processed by a Meat Cutter, to size in order to serve a customer; modify any prepared cut to suit

a customer; use the slicing machine or cube steak machine to serve customers.

6.3 For the purpose of computing months of experience under this paragraph, one hundred seventy-three (173) hours in the retail-wholesale meat industry shall be counted as one (1) month's experience, provided that no employee shall be credited for more than one hundred seventy-three (173) hours of experience in any one calendar month.

6.4 Extra employees shall be paid upon completion of their work, or the Employer shall promptly make payment of wages due by mailing same to the employee's residence.

6.5 All steady employees shall be paid weekly or bi-weekly. If the Employer institutes a change, he shall give the employees thirty (30) days' notice.

6.6 Wage rates for superannuated employees who may be employed by the Employer shall be determined by the representative of the Union and the Employer.

6.7 Within thirty (30) days after an Employer party to this Agreement introduces new methods of operation into the bargaining unit that require the establishment of a new job classification, the Employer shall notify the Union in writing of the new classification, including a description of work being performed and the 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 Article 9 of this Agreement. If through the procedure as set forth in Article 9, 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 7 - APPRENTICES**

7.1 No Apprentices shall be allowed unless there is a Journeyman member employed, and in that instance, one (1) Apprentice may be employed and one (1) for each additional three (3) Journeymen employed.

7.2 Shops whose owners work therein the major part of the day and employing one (1) Journeyman shall be entitled to one (1) Apprentice.

7.3 For the purpose of classifying new employees who have worked at the trade in other localities, and in order to protect the Employer as well as the Union from inferior help, the Union agrees to create an Examining Board to classify employees making application for membership. The Board shall be composed of at least two (2) Employers and two (2) members of the Union.

7.4 Apprenticeship standards shall be as provided in the Yakima Area Meat Cutters Joint Apprenticeship Council, as approved by the Joint Apprenticeship Council and the Washington State Apprenticeship Council. Said standards are to be consistent with this Agreement.

7.5 Wrappers desirous of promotion to apprentice meat cutter status shall make their desires known to the Employer in writing, and such employees shall be given equal consideration for such vacancy. A wrapper commencing the apprenticeship program shall have a ninety (90) day trial period. Said trial period shall not jeopardize the employee's former classification or seniority. There shall be no reduction in pay to any wrapper as a result of entering the apprenticeship program, i.e., the wrapper rate of pay shall apply until such time as the apprentice rate exceeds the wrapper rate, at which time the apprentice rate shall apply.

## **ARTICLE 8 - GENERAL CONDITIONS**

8.1 No employee shall be dismissed without good and sufficient cause.

8.2 Except as otherwise provided in this Agreement, the terms of this Agreement are intended to cover only minimums of wages and other employee benefits. The Employer may place superior wages and other employee benefits in effect and may reduce the same to the minimums herein prescribed without the consent of the Union.

8.3 The Employer shall bear the expense of furnishing gowns and laundering them and sharpening of tools for all employees coming under this Agreement.

8.4 The Employer agrees to display the Union Shop Card of the United Food and Commercial Workers International Union, which is the property of the Union and cannot be sold and can be withdrawn if the Employer fails to comply with the final decision of an arbitrator reached in accordance with the terms of this Agreement.

8.5 Proprietors of one-man markets must be members in good standing in order to display the Union Shop Card. In case of partnership, all partners except one must be members of the Union and in good standing. No market card shall be displayed where non-union employees are employed.

8.6 The business representative of the Union shall be allowed access to the shops to investigate the standing of all employees and their working conditions to see that this Agreement is in full force and effect, provided that no interview of employees be held during rush hours.

8.7 The jurisdiction of Local 1439 covers the cutting, handling, pricing, and sale of all meats, fish, poultry, and rabbits in the area covered by this Agreement, in either service or self-service markets.

8.7.1 Outside salesmen shall not be allowed to price or display products in the store except in the case of demonstrations or where there is mutual agreement between the Union and Employer.

8.8 Seniority shall prevail in layoffs for all employees after five hundred twenty (520) hours of service. When seniority rights are obtained, they shall be dated back to the first day of their last employment with the Company. In the event of layoff, the last employee hired shall be the

first laid off, and the last employee laid off shall be the first rehired; provided that qualifications are equal, that the employee is available and reports for work within twenty-four (24) hours following receipt of notification to report for work, and that seniority shall be broken in the event of layoff in excess of ninety (90) calendar days. Employees hired for extra work shall not acquire seniority. There shall be established three (3) separate seniority groups: (1) Meat cutters, (2) Wrappers and (3) Service Counter.

8.8.1 Journeypersons promoted to Head Meat cutter shall not lose their seniority status.

8.8.2 For the purpose of the above paragraph in this Article, seniority shall prevail on a company-wide basis or a company-district basis within the jurisdiction of this Agreement.

8.8.3 The Employers party to this Agreement agree to mail the Union an up-to-date seniority list not more than once each six (6) months if requested by the Union.

8.9 The Employer reserves the right to discharge any person in his employ if his work is not satisfactory. After an employee has been continuously employed for a period of six (6) months, the Employer shall give the employee one (1) written warning, with a copy to the Union, prior to discharge, except in cases of discharge for drunkenness or proven dishonesty or other just cause.

8.10 In order for the Employer to have ample time in which to properly evaluate the performance of an employee, it is hereby agreed that the Employer has ninety (90) calendar days after the initial date of employment in which to evaluate that employee for continued employment. Within said ninety (90) day period, the Employer may terminate the employee without recourse from the Union.

8.11 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 involved injury or damage. Time spent in such testing shall be on Company time; however, any employee refusing to submit to a drug or alcohol test shall be taken off the clock effective with the time of the Employer's request. An employee who refuses to take a drug or alcohol test upon request shall be subject to termination.

8.12 The Employer agrees to allow the posting of Union meeting notices in the store at a location designated by the Employer. The notice will state the date, time, and place of the Union meeting.

## **ARTICLE 9 - GRIEVANCES**

9.1 All matters pertaining to the proper application and interpretation of any and all of the provisions of this Agreement shall be adjusted by the accredited representative of the Employer and the accredited representative of the Union. In the event of the failure of these parties to reach a satisfactory adjustment within seven (7) days from the date a grievance is filed in writing

by either party upon the other, the matter shall be referred for final adjustment to a labor relations committee made up of equal representative(s) from the Employer and Union. In the event the labor relations committee fails to reach an agreement, to move the matter to arbitration, the moving party must file a demand in writing with the non-moving party. Upon such written demand for arbitration, the parties shall attempt to agree on an arbitrator. If the parties cannot reach an agreement on an arbitrator, the parties shall strike from the following list of arbitrators:

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

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

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

9.3 During the process of making adjustments under the rule and procedure set forth in paragraph 9.1, no strike or lockout shall occur.

9.4 No grievance or claim of violation of this Agreement shall be recognized unless presented in writing within thirty (30) days from the date of the occurrence causing the complaint or grievance, except in cases of discharge, which must be presented within fifteen (15) days; otherwise such right of protest shall be deemed to have been waived. In the event the claim is one for additional wages, 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.

#### **ARTICLE 10 - HEALTH AND WELFARE – DENTAL - PRESCRIPTION – VISION CARE**

10.1 The Employer agrees to provide the same level of coverage and make the same contributions as provided in the Spokane Retail Grocery Agreement. Any modifications in coverage or contribution rates shall be effective on the same dates such modification becomes

effective under the Spokane Agreement.

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

10.2.1 Notwithstanding the provisions of paragraph 10.2, the Board of Trustees of the United Food and Commercial Workers Welfare Trust shall establish and enforce, as an alternate method of contribution, a method for reporting contributions on an accounting period basis rather than a calendar month basis. In such a case, the eighty (80) hour provision shall be appropriately adjusted as directed by the Trustees. Further, the total contributions due for each approved accounting period shall be remitted in a lump sum not later than twenty (20) days after the end of the accounting period. In the event this alternate system deprives the employee of benefits that would otherwise have been covered on a calendar basis, the Employer is obligated to make the remittance for such employee to the Trust Fund.

10.3 Each Employer and the Union agree to be bound by the terms of the provisions of that certain revised and restated Trust Agreement effective January 1, 1989, dated August 28, 1987 (date of initial execution, April 1, 1963), creating the United Food and Commercial Workers Welfare Trust, and agree to be bound by said Trust Agreement and all amendments thereto, heretofore or hereafter adopted. Each Employer further agrees to accept as his representatives the Employer Trustees serving on the Board of Trustees of said Trust and their lawful successors.

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

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

10.6 See the Letter of Understanding (attached) regarding Employer contribution methodology to comply with ACA. As discussed and agreed in negotiations, it is the intent of this Letter of Understanding that the total Health & Welfare contributions required from the Employer shall not be increased or decreased as a result of the implementation of this contribution methodology.

#### **ARTICLE 11 - JURY DUTY SERVICE AND WITNESS SERVICE**

11.1 After the 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 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 the total limit of ten working days. Nothing in this Article shall have the intent of limiting the amount of time an employee may serve.

11.2 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) day of his normal workday.

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

11.4 Employees required to appear in court or in a legal proceeding 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. If such appearance is during unscheduled hours, such compensation shall not be considered as time worked under the provisions of this Labor Agreement.

**ARTICLE 12 - RETIREMENT PLAN**

12.1 The Employer hereby agrees to make pension contributions in the amounts set forth below on a straight-time hourly basis (hours worked and including paid vacation and paid holidays):

12.1.1 For employees hired prior to February 21, 2005: Effective with July 2016 hours, the contribution rates shall be:

Meat Cutters & Wrappers:

	<b>Journeypersons</b>	<b>Service Counter</b>
Base	\$0.45	\$0.113
Rehab Incr.	\$0.50	\$0.50
<b>Current Total:</b>	<b>\$0.95</b>	<b>\$0.613</b>
<b>Rehab Plan Increases This Term:</b>		
Feb. 2019 hours (+\$0.138)	\$1.088	\$0.751
July 2019 hours (+\$0.10)	\$1.188	\$0.851
Jan. 2020 hours (+\$0.046)	\$1.234	\$0.897
July 2020 hours (+\$0.10)	\$1.334	\$0.997
Jan. 2021 hours (+\$0.046)	\$1.380	\$1.043
July 2021 hours (+\$0.10)	\$1.480	\$1.143
Jan. 2022 hours (+\$0.046)	\$1.526	\$1.189

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

12.1.2 For employees hired on or after February 21, 2005: There shall be a waiting period of 1040 hours or one calendar year, whichever is longer, before the employer is required to begin making required contributions. After the waiting period, the contribution rates shall be:



Meat Cutters & Wrappers:

	<b>Apprentices</b>	<b>Journeypersons</b>
Base	\$0.315	\$0.45
Rehab Incr.	\$0.50	\$0.50
<b>Current Total:</b>	<b>\$0.815</b>	<b>\$0.95</b>
<b>Rehab Plan Increases This Term:</b>		
Feb. 2019 hours (+\$0.138)	\$0.953	\$1.088
July 2019 hours (+\$0.10)	\$1.053	\$1.188
Jan. 2020 hours (+\$0.046)	\$1.099	\$1.234
July 2020 hours (+\$0.10)	\$1.199	\$1.334
Jan. 2021 hours (+\$0.046)	\$1.245	\$1.380
July 2021 hours (+\$0.10)	\$1.345	\$1.480
Jan. 2022 hours (+\$0.046)	\$1.391	\$1.526

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

Service Counter:

	<b>Apprentices</b>	<b>Journeypersons</b>
Base	\$0.068	\$0.113
Rehab Incr.	\$0.50	\$0.50
<b>Current Total:</b>	<b>\$0.568</b>	<b>\$0.613</b>
<b>Rehab Plan Increases This Term:</b>		
Feb. 2019 hours (+\$0.138)	\$0.706	\$0.751
July 2019 hours (+\$0.10)	\$0.806	\$0.851
Jan. 2020 hours (+\$0.046)	\$0.852	\$0.897
July 2020 hours (+\$0.10)	\$0.952	\$0.997
Jan. 2021 hours (+\$0.046)	\$0.998	\$1.043
July 2021 hours (+\$0.10)	\$1.098	\$1.143
Jan. 2022 hours (+\$0.046)	\$1.144	\$1.189

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

\* Employees shall receive the Apprentice rate until they work 9,534 hours (actual hours worked plus hours compensated for vacation and holiday pay). If an employee is given prior experience credit or for whatever reason moved up the wage progression more quickly than hours worked as defined above, that shall have no effect on the number of hours required for pension progression purposes. That is, the pension progression is independent of the wage progression and the employee must actually work (as defined above) the full number of hours before being entitled to the Journeyperson pension contribution.

12.2 The total amount due for each calendar month shall be remitted in a lump sum not later than twenty (20) days after the last business day of each 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 the time specified shall be a breach of this Agreement.

12.3 Pension Protection Act (“PPA”). This Agreement is subject to the 2010-2011 Rehabilitation Plan adopted by the Board of Trustees, as revised June 22, 2016.

### ARTICLE 13 - SICK LEAVE

13.1 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.

13.2 Sick leave hours shall be accrued by an employee depending upon the number of straight-time hours worked (including paid vacation and paid 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>
1400 to 1662	16
1663 to 2064	32
2064 or more	40

13.3 Sick leave pay, to the extent it has been earned, shall begin on the third (3rd) working day of illness or injury, or the first (1st) day of hospital confinement or has a medically determined disabling outpatient surgery on such first (1st) normally scheduled working day, shall continue for each working day of illness or injury 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 contract rate for one (1) eight (8) hour day; and (2) not more than five (5) days' sick leave pay shall be required in any one (1) work week. Employees with a full sick leave bank (120 hours) who have not missed scheduled work during the last twelve calendar months shall be eligible for payment of sick leave the first scheduled working day of illness or injury off the job.

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

13.5 A doctor's certificate or other authoritative verification of illness may be required by the Employer, and, if so, must be presented by the employee not more than forty-eight (48) hours after return to work; provided, however, that if an employee has been off work due to a serious illness or injury, the Employer may require a doctor's release prior to returning the employee to work.

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

13.7 Sick leave may be used to supplement workmen's compensation to the extent it has been accumulated; however, the total of sick leave pay, disability payment under any insurance plan, and workmen's compensation benefits paid to an employee in any calendar week will not exceed the average net earnings of that employee for the six (6) work weeks prior to his/her absence.

13.8 Sick leave pay shall not be paid on the employee's scheduled day off, holidays, vacation, or any other day on which the employee is drawing pay for time not worked.

13.9 Employees shall be permitted family leave in accordance with RCW 49.12 on the same terms and conditions (including eligibility requirements) as provided in Section 13.1 to 13.8 above.

#### **ARTICLE 14 - FUNERAL LEAVE**

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

#### **ARTICLE 15 - NONDISCRIMINATION**

15.1 Where the masculine or feminine gender has been used in any provision, 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 or any other provision.

15.2 The parties agree to comply with all applicable laws and regulations prohibiting discrimination.

#### **ARTICLE 16 - LEAVE OF ABSENCE**

16.1 Employees with one (1) year or more of continuous service shall be entitled to a leave of absence without pay for the following bona fide reasons:

16.1.1 Illness or non-occupational injury which requires absence from work.

16.1.2 Pregnancy; and

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

16.2 Leave for personal reasons may be granted at the discretion of the Employer to regular employees regardless of length of service.

16.3 Any request for a leave of absence under the terms of this Article shall be in writing and contain the following information: (1) Reason for such request; (2) date leave is to begin; and (3) date of planned return to work.

16.4 Any leave of absence with the exception of paragraph 16.1, subsection 16.1.3 and paragraph 16.5, may run to a maximum of six (6) months.

16.5 Leave due to occupational injuries shall be granted for a period of up to twelve (12) months.

16.6 The employee must be qualified to resume his/her regular duties upon return to work from an approved leave of absence. A doctor's certificate verifying that the employee is able to resume his/her normal duties must be furnished if requested by the Employer. The employee shall then return to the job previously held or to a job comparable with regard to rate of pay and job qualifications, on the first weekly schedule prepared after the Employer has received notice in writing of the employee's availability.

16.7 Any employee who fails to return to work at the end of a leave of absence may be terminated.

16.8 The parties agree to comply with the Family and Medical Leave Act of 1993.

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

## **ARTICLE 17 - SEPARABILITY**

17.1 If any Article or paragraph of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of the Agreement shall continue in full force and effect. The Article or paragraph held invalid shall, upon a sixty (60) day written notice by either party, be renegotiated for the purpose of an adequate replacement.

**ARTICLE 18 - NO STRIKE OR LOCKOUT**


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

**ARTICLE 19 - DURATION OF AGREEMENT**

19.1 This Agreement shall become effective January 13, 2019, and shall continue in effect through January 22, 2022, and from year to year thereafter unless either party shall give the other party sixty (60) days' notice in writing prior to any anniversary date of desire to terminate or amend the Agreement.

ALLIED EMPLOYERS, INC.  
For and on behalf of those  
firms listed below:

UNITED FOOD AND COMMERCIAL  
WORKERS UNION LOCAL NO. 1439

 3-26-19  
Date  
Scott Klitzke Power  
President

 4-12-19  
Date  
Eric Renner  
President

Firms Party To This Agreement  
Albertsons, LLC  
Safeway Inc.

**APPENDIX “A”**

**MEAT CUTTER CLASSIFICATIONS AND WAGE RATES**

Employees hired on or after February 21, 2005:

	<b>Current</b>	<b>1/13/19</b>	<b>1/12/20</b>	<b>1/10/21</b>	
Head Meat Cutter	\$19.355	\$19.605	\$19.805	\$20.005	
Journeyman	18.935	19.185	19.385	19.585	
<b>Apprentice</b>	<b>Current</b>	<b>1/13/19</b>	<b>1/1/20</b>	<b>1/1/21<sup>^</sup></b>	<b>1/1/22<sup>^</sup></b>
Next 1214 hours	15.06	15.06	15.06		
8th 1040 hours	13.55	13.55	13.95		
7th 1040 hours	13.20	13.20	13.90		
6th 1040 hours	13.00	13.00	13.85		
5th 1040 hours	12.50	12.50	13.80		
4th 1040 hours	12.25	12.25	13.75		
3rd 1040 hours	11.94	12.20	13.70		
2nd 1040 hours	11.60	12.15	13.65		
1st 1040 hours	11.60	12.10	13.60		

<sup>^</sup>Wage rates TBD based on state minimum wage at that time.

All employees shall be paid a minimum of ten cents (10¢) above the then current Washington State minimum wage.

**APPENDIX “B”**

**MEAT WRAPPER CLASSIFICATIONS AND WAGE RATES**

Employees hired on or after February 21, 2005:

	<b>Current</b>	<b>1/13/19</b>	<b>1/12/20</b>	<b>1/10/21</b>	
Journeyman	\$16.56	\$16.81	\$17.01	\$17.21	
<b>Apprentice</b>	<b>Current</b>	<b>1/13/19</b>	<b>1/1/20</b>	<b>1/1/21<sup>^</sup></b>	<b>1/1/22<sup>^</sup></b>
Next 1214 hours	12.06	12.50	14.00		
8th 1040 hours	11.60	12.45	13.95		
7th 1040 hours	11.60	12.40	13.90		
6th 1040 hours	11.60	12.35	13.85		
5th 1040 hours	11.60	12.30	13.80		
4th 1040 hours	11.60	12.25	13.75		
3rd 1040 hours	11.60	12.20	13.70		
2nd 1040 hours	11.60	12.15	13.65		
1st 1040 hours	11.60	12.10	13.60		

<sup>^</sup>Wage rates TBD based on state minimum wage at that time.

All employees shall be paid a minimum of ten cents (10¢) above the then current Washington State minimum wage.

**SERVICE COUNTER EMPLOYEE ADDENDUM AGREEMENT**

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This Addendum Agreement is entered into by and between Allied Employers, Inc., and United Food and Commercial Workers Union Local No. 1439. It is understood and agreed by the Employer and the Union that the provisions of the Tri-Cities Meat Agreement between Allied Employers, Inc., and the Union, will be fully applicable to Service Counter employees except as provided herein:

Service Counter employees will be considered a separate classification for all purposes, including seniority. Service Counter employees shall not be permitted to cut, bone, or grind fresh meat or perform any wrapping of meat product for preparation for sale in self-service cases. Service Counter employees may cut a steak or roast, which has already been processed by a meat cutter, to size in order to serve a customer, modify any prepared cut to suit a customer, or use the slicing or cube machines to serve a customer. Meat Wrappers and/or Meat Cutters shall continue to be assigned the duties of stocking prepackaged meat items in the Meat Department, however, when other Meat Department employees are not on duty, prepackaged meat items and those products that have been prepared by Meat Department employees that are in storage ready for sale may be placed in the meat case by Service Counter employees. Service Counter employees will be confined to the Service Counter, the holding cooler areas, and other areas necessary to perform the work required by the department.

**Service Counter Classifications and Wage Rates**

Employees hired on or after February 21, 2005:

	<b>Current</b>	<b>1/13/19</b>	<b>1/12/20</b>	<b>1/10/21<sup>^</sup></b>	
Journey person	\$13.025	\$13.275	\$13.60		
<b>Apprentice</b>	<b>Current</b>	<b>1/13/19</b>	<b>1/1/20</b>	<b>1/1/21<sup>^</sup></b>	<b>1/1/22<sup>^</sup></b>
Next 1214 hours	11.60	12.50	13.60		
8th 1040 hours	11.60	12.45	13.60		
7th 1040 hours	11.60	12.40	13.60		
6th 1040 hours	11.60	12.35	13.60		
5th 1040 hours	11.60	12.30	13.60		
4th 1040 hours	11.60	12.25	13.60		
3rd 1040 hours	11.60	12.20	13.60		
2nd 1040 hours	11.60	12.15	13.60		
1st 1040 hours	11.60	12.10	13.60		

<sup>^</sup>Wage rates TBD based on state minimum wage at that time.

All employees shall be paid a minimum of ten cents (10¢) above the then current Washington State minimum wage.



Lead Service Counter: This shall be a separate classification at the option of the Employer. Seniority shall not apply to the selection of a Lead Service Counter employee.

Sunday Premium:

For Employees Hired Prior to June 21, 2011:	\$2.00 per hour.
For Employees Hired on or After June 21, 2011:	\$1.00 per hour.

Night Premium: 9:00 p.m. to 6:00 a.m. - twenty-five cents (25¢) per hour.

## LETTER OF UNDERSTANDING

### **SERVICE COUNTER ADDENDUM AGREEMENT**

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As agreed in negotiations, the following represents our mutual understanding concerning the implementation of the referenced Service Counter Addendum Agreement as of January 8, 1995.

"Current Meat Department employees shall not be adversely affected as a direct result of the implementation of the Service Counter Addendum Agreement."

## LETTER OF UNDERSTANDING

### MOST FAVORED NATIONS

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Should the UFCW Union Local No. 1439 enter into a Collective Bargaining Agreement with any other major Tri-Cities area Meat Employer after ratification of this Collective Bargaining Agreement through expiration date of the Agreement, which Allied Employers, Inc., perceives to be more advantageous than this Agreement, then Allied Employers, Inc., has ninety (90) days from receipt of a signed copy of that Agreement to invoke this provision and fully adopt the other Employer's Agreement as a substitute for this Collective Bargaining Agreement. The right to invoke this provision shall expire at midnight on the 90th day after Allied Employers, Inc., receives the other Tri-Cities area Employer's Agreement. If Allied Employers, Inc. invokes this provision, it must adopt the other Tri-Cities area Employer's Agreement entirely. Should Allied Employer's Inc., desire to adopt only portions of the other Employer's Agreement, it may seek such agreement with Local No. 1439 but nothing herein shall require such agreement. If the parties cannot agree to adopt only a portion, Allied Employers, Inc., may elect to adopt the entire Agreement.

## LETTER OF UNDERSTANDING

### CORPORATE CAMPAIGN

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This letter reiterates and confirms the agreement reached by Allied Employers, Inc., and its members with UFCW Union Local No. 1439 during negotiations for Clerk and Meat Agreements in the Tri-Cities area. Local No. 1439 believes it has a good faith working relationship with the Employers and will not take any action to depart from that relationship or take any action inconsistent with maintaining that relationship. Consistent with its duty of fair representation under the Agreements and their grievance procedures, Local No. 1439 will not be a party to, instigate or support class action litigation (except charges with the National Labor Relations Board) or engage in any type of corporate campaign against the Employers.

The parties recognize that various monies from Local No. 1439 are paid to the 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 the agreement will not be a violation of this Agreement.

## LETTER OF UNDERSTANDING

### 4/10 HOUR WORKWEEK

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The Employers may create a 4/10 hour workweek for certain of its employees if the Employers determine that such workweeks are appropriate or helpful for its operation. In that event, the parties agree that the daily overtime provisions of the Grocery Agreement and Meat Agreement shall be applicable after ten (10) hours worked.

The rest periods provided for in both Agreements will be scheduled to provide for ten minute and fifteen minute rest period on either side of the Employer's scheduled meal period.

Holiday pay shall be applied on the basis that the employee shall receive eight (8) hours' pay for each holiday the employee is eligible for, unless the employee is scheduled for thirty (30) hours during the holiday week, and in that event the employee shall receive ten (10) hours' holiday pay.

## LETTER OF UNDERSTANDING

### STORE CLOSURES

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The Employers will notify the Union of store closures within thirty (30) days of closure when practical.

**LETTER OF UNDERSTANDING**  
**DUES CHECK-OFF**

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1. Added initiation and uniform dues through payroll deduction as follows:
  - a. Union Dues Check-Off: On a weekly basis the Employer agrees to deduct uniform dues 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 monthly. Said deduction authorizations shall be such form as to conform with Section 302 (c) of the Labor Management Relations Act of 1947.
  - b. Authorized initiation fees will be deducted in three (3) equal installments and remitted to the Local Union monthly.
  - c. It is understood the Employer is not liable in any manner if the employee is not on the payroll at the time deductions are being processed.
  - d. Indemnify and Hold Harmless: The Union shall indemnify and hold the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company in reliance upon signed authorization cards furnished to the Company by the Union or for the purpose of complying with any of the provisions of this Article.
2. The involved employer shall be granted a reasonable period to adopt administrative and payroll procedures to accommodate this agreement.
3. Active Ballot Club: For employees who voluntarily authorize a contribution to the UFCW Active Ballot Club political action committee, the Employer agrees to deduct the authorized amount each payroll period on a payroll deduction basis and forward the same to the Union monthly.

## LETTER OF UNDERSTANDING

### LIMIT ON BACK PAY FOR DISCIPLINE CASES

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

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

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

<u>Calendar Days</u>	<u>Action Item</u>
0	Incident
15 (termination) from date of discharge	Grievance must be filed in writing
30 (all others) from date of discipline	Grievance must be filed in writing
15 from date of receipt of grievance	Response in writing due to be faxed or postmarked
15 from date of receipt of response	Moving party must request in writing a grievance meeting
30 from date the request of grievance meeting was received	Grievance meeting held by this date
15 from date of grievance meeting	Moving party must file a demand for arbitration with both the Employer and FMCS in writing
15 from date the parties receive FMCS list	Parties must mutually select an arbitrator



90 from the date the parties select arbitrator	Arbitration hearing is held
30 from date of arbitration	Briefs are filed
60 from date briefs are received	Arbitration decision issued

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

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

**LETTER OF UNDERSTANDING**  
**HEALTH & WELFARE CONTRIBUTIONS**

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RECITALS

A. Tri-Cities Meat Dealers (the “Employer”) and United Food and Commercial Workers Local No. 1439 (the “Union”) are party to various collective bargaining agreements (the “CBAs”).

B. Pursuant to the CBAs, the Employer makes contributions on a monthly basis to the United Food and Commercial Workers Welfare Trust (the “Plan”) on behalf of specified bargaining unit employees who work 80 hours per month.

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

D. The undersigned parties desire to modify the contribution structure to convert the Monthly Rate to an equivalent hourly contribution rate commencing at date of hire (the “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 Monthly Rate structure.

AGREEMENTS

The undersigned parties hereby agree as follows effective with hours worked beginning March 1, 2015:

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

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

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

(b) The Plan’s consultant shall calculate the Hourly Rate to begin effective

commencing with hours worked as of March 1, 2015, and such Hourly Rate shall be effective when approved by the Plan's Trustees. The Plan's consultant shall thereafter update his calculation of the projected 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 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 Hourly Rate each month relative to the amount that the Employer would have contributed had the Monthly 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 Hourly Rate structure was more or less than would have been paid pursuant to the Monthly Rate structure. To the extent the amount of the Employer's actual Hourly Rate contributions for a month exceed the amount the Employer would have contributed had the Monthly 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 MONTHLY 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 Hourly Rate contributions for a month are less than the amount the Employer would have contributed had the Monthly 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 MONTHLY 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 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 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 the prior Monthly Rate contributions. However, employees shall not be required to work such 80 hours to qualify for the 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.

## LETTER OF UNDERSTANDING

### OPTIONAL ACCELERATED ARBITRATION PROCEDURE (Optional by mutual agreement only)

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1. In order for a grievance to go to AAP, *both* the Employer and Union representative must agree that the matter is appropriate for resolution by AAP. If either party's representatives disagrees, the grievance shall not be submitted to AAP and the matter shall be resolved by the usual grievance process (see Article 9).
2. It is understood that prior to referring the matter to AAP the parties' representatives will discuss with each other and explore the possibility of settlement. If the parties' representatives agree to refer the grievance to the AAP, then the following shall govern:
3. Selection of Arbitrator: The parties shall use the normal arbitrator selection procedure. If the chosen arbitrator is not able to fulfill his/her duties per the timelines/terms of this Letter of Understanding, the parties will go to the last struck arbitrator (and so on, in reverse order of struck arbitrators).
4. The date for the hearing shall be within forty-five (45) days of the request for AAP unless an extension is mutually agreed to by the parties.
5. Hearing Conduct and Procedure:
  - A. The hearing shall be informal;
  - B. No briefs shall be filed or transcripts made;
  - C. Each party may offer an opening statement and closing argument;
  - D. Each party's case shall be presented by a representative of their choosing;
6. Removing the Grievance from AAP:
  - A. Prior to the commencement of the hearing, either party may unilaterally remove the matter from the AAP so long as they do so forty-eight (48) hours prior to the hearing. Any arbitrator cancellation fees or joint hearing expenses will be the responsibility of the party removing the matter from AAP. The matter shall then revert back to the usual grievance procedure.
  - B. Within forty-eight (48) hours of the hearing, it shall take both parties' agreement to remove the matter from the AAP and refer it back to the usual grievance procedure.
7. Arbitrator's Decision:
  - A. The Arbitrator shall render his/her decision within five (5) working days after the conclusion of the hearing, (excluding Saturdays, Sundays and Holidays).

- B. His/her decision shall be based on the record developed by the parties at the hearing and shall include a **brief** written explanation of the basis for his/her conclusion.
  - C. These decisions will not be cited as a precedent in any future grievances, arbitrations, or AAPs, except as it relates to that Grievant.
  - D. The authority of the Arbitrator shall be the same as those provided in the usual grievance procedure negotiated between the parties.
  - E. Copies of the decision shall be emailed/faxed and mailed to the parties' representatives within five (5) working days of the hearing (excluding Saturdays, Sundays and Holidays).
8. It is the intent of the parties that any grievance appealed to the AAP must be confined to issues which do not involve novel problems and which have limited contractual significance or complexity.

**SIGNATURE PAGE**


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The Parties hereby agree to the following Addendum and Letters of Understanding:

- \*Addendum: Service Counter Employees
- \*Letter of Understanding: Service Counter Addendum Agreement
- \*Letter of Understanding: Most Favored Nations
- \*Letter of Understanding: Corporate Campaign
- \*Letter of Understanding: 4/10 Hour Workweek
- \*Letter of Understanding: Store Closures
- \*Letter of Understanding: Dues Check-Off
- \*Letter of Understanding: Limit on Back Pay for Discipline Cases
- \*Letter of Understanding: Health and Welfare Contributions
- \*Letter of Understanding: Optional Accelerated Arbitration Procedure

ALLIED EMPLOYERS, INC.  
For and on behalf of those  
firms listed below:

UNITED FOOD AND COMMERCIAL  
WORKERS UNION LOCAL NO. 1439

  
\_\_\_\_\_  
Scott Klitzke Power                      3-26-19  
President    Date

  
\_\_\_\_\_  
Eric Renner                                      4-12-19  
President    Date

Firms Party To This Agreement  
Albertsons LLC  
Safeway Inc.

# 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)

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**UFCW3000**

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

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