

Agreement by and between **UFCW 3000** and

Rosauers Supermarkets, Inc. dba

Super 1 Foods (Ellensburg)

Meat

Effective: 4/11/2018 - 4/12/2021

UFCW3000

Faye Guenther, President • Joe Mizrahi, Secretary-Treasurer

WEINGARTEN RIGHTS

Your Right to Union Representation

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

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

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

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

Discipline? Contract violations?

Call the Member Resource Center

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

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

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

SUPER 1

AND

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

**ELLENSBURG
MEAT**

Effective: April 11, 2018

Through: April 12, 2021

Ratified: September 6, 2018

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MEAT AGREEMENT

**By and Between
SUPER 1 (Ellensburg Meat)**

And

UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 1439

This Agreement is made by and between Super 1 (Ellensburg Meat), hereinafter referred to as the "Employer", and United Food and Commercial Workers Union Local 1439, hereinafter referred to as the "Union."

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

1.1 The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agency as follows:

1.1.1 For all meat department employees of the Employer at its Ellensburg location.

ARTICLE 2 - UNION SECURITY

2.1 Pursuant to and in conformance with Section 8(a)3 of the Labor Management Relations Act of 1947 as amended, it shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement shall, on the thirty-first (31st) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union.

2.1.1 The tendering of initiation fee and periodic dues uniformly required as a condition of retaining membership, shall constitute good standing in the Union for the purpose of this section.

2.2 Within seven (7) calendar days of receipt, the Employer shall discharge any employee as to whom the Union, through its authorized representative, delivers to the Employer a written notice that such employee is not in good standing in conformity with this Article. The Union indemnifies the Company against liability for timely action taken by the Company in reliance on the written notice submitted by the Union, provided such actions are not willful misconduct or lack of good faith.

2.3 For the purpose of this Article, the execution date of this Agreement shall be considered as its effective date.

ARTICLE 3 - EMPLOYEE REPORTS

3.1 Upon written request, the Employer will provide the Union with a complete revised list of employees within the bargaining unit. Such list shall contain the employee's full name, classification, weekly hours, rate of pay, date of employment, and date of termination if terminated since last report. For purposes of this section, the Union agrees to furnish employee report forms at the time of each request, which are currently updated to include such revisions as contained in the Employer's preceding report. Postage for employee reports shall be paid by the Union.

ARTICLE 4 - DISCHARGE

4.1 The Employer shall be the judge of the competency and qualifications of the employees, provided, however, that no employee shall be discharged or discriminated against for any lawful Union activity, or for performing service on a Union committee outside of business hours, or for reporting to the Union the violation of any provisions of this Agreement.

4.2 The Employer has ninety (90) days after the initial date of hire to evaluate a new employee for continuous employment. During this ninety (90) day period, the employee may be terminated without recourse from the Union.

ARTICLE 5 - WORK WEEK

5.1 Workweek: The basic regular workweek for full-time employees will be forty (40) hours, and no employee will be required to work more than six (6) consecutive days without a day off.

5.2 Workday: Eight hours in a period of nine hours with not more than one (1) hour allowed off for lunch will constitute the basic workday.

5.3 Work Schedule: The Employer may arrange weekly work schedules to accommodate the needs of the business and will post the schedule for regular full time and regular part-time employees by 6:00 p.m. Thursday of each week and except as provided below, any alterations in the work schedule changing the employee's days off must be made not later than Saturday noon. It is understood that the established work schedule may be changed as required by unexpected developments, such as illness of employees, accidents, reduction in business, emergencies, etc. The Employer will attempt to advise the affected employee of any schedule changes which occur after noon Saturday. Schedule changes, which reduce an employee's hours after an employee has reported to duty, as scheduled will be made only in very unusual cases or emergencies. The work schedule will include the name of the employee starting and ending times, and days off.

5.4 Lunch Periods: Employees working over five (5) consecutive hours will be entitled to an unpaid lunch period of not less than thirty (30) minutes nor more than one (1) hour. Lunch periods will be scheduled as nearly as possible in the middle of an employees work shift and not earlier than three (3) hours nor later than five (5) hours after the commencement of the shift.

5.5 Rest Periods: There will be a rest period of fifteen (15) minutes for each full four (4) hour period worked; one (1) prior to the lunch period and one (1) after the lunch period. No rest period

will be scheduled prior to one (1) hour after the employee starts each four (4) hour period, unless necessary to do so for emergency reasons. Rest periods shall be scheduled as near as practical to midway between each four (4) hour work period. Rest periods will be uninterrupted if possible, and an employee who is requested by a supervisor to interrupt a rest period will thereafter be entitled to complete the balance of the original rest period uninterrupted.

5.6 No Guaranteed Hours: Nothing in Article 5 or in any other provision of this Agreement guarantees any hours of work to anyone.

5.7 Overtime: All employees shall receive time and one-half (1-1/2) for all hours worked in excess of eight (8) hours per day; forty (40) hours per week. No employee shall be required to take time off in lieu of overtime pay.

5.8 Sunday Work: Sunday shall be considered a separate day of the workweek and shall be staffed on a voluntary basis. If sufficient volunteers are available, the Employer may schedule employees in the inverse order of seniority per each classification. Sunday work is a premium day and shall be paid at the Premium rate of time and one-half (1-1/2).

5.9 There shall be no "free" time or "time-off-the-clock" work practices under this Agreement. Any employee found by the Employer or the Union to be engaging in such unauthorized practice shall be subject to discipline which may include termination. Likewise, the Employer shall not encourage, intimidate, or coerce employees to perform off-the-clock work.

5.10 Employees shall properly serve customers who are in the store regardless of time of day or night.

5.11 Regular part-time and full-time employees shall receive not less than four (4) continuous hours' work or equivalent compensation in any one (1) day ordered to report for work, compensation to begin at the time of reporting for duty, except in the case of an emergency which curtails the store operation and does not permit sufficient time to cancel the employee's call-in notice. If an employee chooses to work less than four (4) hours, the actual number of hours worked will be paid.

5.12 No employee shall be required to work a split shift.

5.13 There shall be an interval of not less than ten (10) hours between shifts for all employees, except by mutual agreement between the Employer and employee unless the Union raises objection to such exception. Except under emergency circumstances, an employee who is not allowed a ten (10) hour interval between shifts shall be paid at the rate of time and one-half (1-1/2) for time worked prior to the expiration of the ten (10) hour interval.

5.14 The Employer agrees to furnish each employee on regular established paydays, a wage statement showing the period covered, total amount of wages paid and deductions made.

5.15 The parties agree that by mutual agreement the Employer may create 4 x ten-hour workweeks in recognition that there may be some positions falling under the scope of the

referenced Labor Agreements that would accommodate a 4 x ten-hour workweek schedule for the employees occupying those positions. In that event, the parties agree that the daily overtime provisions of Section 5.7 of the Agreement shall be applicable after ten hours worked. The rest periods provided for in Section 5.5 of the Agreement will be scheduled to provide for a fifteen (15) minute rest period on either side of the employee's scheduled meal period. In addition, holiday pay shall be applied on the basis that the employee shall receive eight (8) hours pay for each holiday that the employee is eligible for, unless the employee is scheduled for thirty (30) hours during the holiday week, and in that event the employee shall receive ten (10) hours holiday pay.

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

5.17 The average weekly hours will be determined by using the prior 8-week period prior to the event.

ARTICLE 6 - UNIT WORK

6.1 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 Departments, except in cases of emergency.

6.1.1 Meat products presently being displayed and sold in the Meat Department shall continue to be displayed and sold by the Meat Department employees for the duration of this Agreement, unless otherwise mutually agreed between the Union and Employer.

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

6.1.3 Items currently considered Meat Department items shall continue to be considered Meat Department items, whether fresh, frozen, pre-cut, pre-priced, etc., shall be within the jurisdiction of the Meat Department employees regardless of where they may be offered for sale.

ARTICLE 7 - CONTRACT MINIMUMS

7.1 The terms herein are intended to cover only minimums in wages, hours, working conditions, benefits, and other terms and conditions of employment, and the Employer may place superior wages, hours, and working conditions, benefits and other terms and conditions of employment in effect and may reduce the same to the minimums herein prescribed without the consent of the Union.

ARTICLE 8 - EXPERIENCE - APPRENTICES

8.1 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.

8.2 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 up to 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 9 - CLASSIFICATIONS AND MINIMUM RATES OF PAY

9.1 The wage rates, premiums, and other rates pertaining to the classifications covered by this Agreement are set forth in the attached wage appendices.

9.2 It is expressly understood that employees receiving more than the wage scale provided for in this Agreement shall not suffer any reduction in these rates by reason of its signing or adoption.

ARTICLE 10 - SICK LEAVE

10.1 Employees, during each twelve (12) months following their last date of employment [after the first (1st) 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.

10.2 Sick leave 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>
1663 to 2064	32
2065 or more	40

10.3 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 and 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 most recent prior calendar quarter; provided 1) the daily total of sick leave pay under this section 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.

10.3.1 Effective November 14, 2013, employees with a full bank of sick leave (120 hours) shall be granted first (1st) day sick leave benefit.

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

10.5 Sick leave hours shall be cumulative from year to year, but not to exceed a maximum of one hundred twenty (120) hours. For the purposes of this Article, disabling out-patient surgery will be treated as hospitalization.

10.6 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; 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.

10.7 Any employee found to have abused sick leave benefits by falsification and/or misrepresentation shall thereupon be subject to disciplinary action, reduction or elimination of sick 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.

10.8 Sick leave may be used to supplement Workers Compensation to the extent it has been accumulated, however, the total of sick leave pay, disability payment under any insurance plan, and Workers 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. Sick Leave pay shall be accumulative from year to year.

ARTICLE 11 - NON-DISCRIMINATION

11.1 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.

11.2 The parties to this Agreement acknowledge their responsibilities under Title VII of the CIVIL RIGHTS ACT of 1964 and the AGE DISCRIMINATION ACT of 1967, and do hereby agree not to discriminate on the basis of race, color, religion, sex, national origin, and age.

ARTICLE 12 - JURY DUTY LEAVE AND WITNESS SERVICE

12.1 After their first (1st) 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 (10) working days. Nothing in this Article shall have the intent of limiting the amount of time an employee may serve.

12.1.1 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/her to report to his/her place of work at least one-half (1/2) of his/her normal work day.

12.1.2 In order to be eligible for such payments, the employee must furnish a written

statement from the appropriate public official showing the date and time served and the amount of jury pay received.

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

12.2 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 time worked under the provisions of this Labor Agreement.

ARTICLE 13 - LEAVE OF ABSENCE

13.1 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:

- (a) Illness or non-occupational injury which requires absence from work;
- (b) Pregnancy; and
- (c) Serious illness or injury in the employee's immediate family. Length of such leave shall not exceed thirty (30) days.

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

13.3 Any request for a leave of absence under the terms of this Article shall be in writing and contain the following information:

- (a) Reason for such request;
- (b) Date leave is to begin; and
- (c) Date of planned return to work.

13.4 Any leave of absence with the exception of subsection 13.1 and 13.5, may run to a maximum of six (6) months.

13.5 Leaves due to occupational injuries shall be granted for a period up to twelve (12) months.

13.6 The employee must be qualified to resume his/her regular duties upon return to work from an approved leave of absence.

(a) A doctor's certificate verifying that the employee is able to resume his/her normal duties must be furnished if requested by the Employer.

(b) 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 (1st) weekly schedule prepared after the Employer has received notice in writing of the employee's availability.

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

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

ARTICLE 14 - FUNERAL LEAVE

14.1 After their first (1st) year of employment, employees who are regularly employed twenty-four (24) hours or more per week shall be allowed up to three (3) days off with pay for loss of their normal scheduled hours of work, provided the employee attends the funeral. Immediate family shall be defined as spouse, son, daughter, mother, father or guardian, brother, sister, mother-in-law and father-in-law of current spouse, stepchildren, stepparents, 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 days 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 - VACATION

15.1, 15.2, 15.3 and 15.4 applies to employees hired on or before June 16, 2008

15.1 Employees who have worked for the Employer for one (1) continuous year shall be entitled to a vacation with pay at their straight-time hourly rate based on the average hours worked in the preceding twelve (12) months based on their anniversary date of up to forty (40) hours.

15.2 Employees who have worked for the same Employer for three (3) continuous years shall be entitled to a vacation with pay at their straight-time hourly rate based on the average hours worked in the preceding twelve (12) months based on their anniversary date of up to eighty (80) hours.

15.3 Employees who have worked for the same Employer for seven (7) continuous years shall be entitled to a vacation with pay at their straight-time hourly rate based upon the average hours worked in the preceding twelve (12) months based on their anniversary date of up to one hundred twenty (120) hours.

15.4 Employees who have worked for the same Employer for fifteen (15) continuous years shall be entitled to a vacation with pay at their straight-time hourly rate based on the average hours worked in the preceding twelve (12) months based on their anniversary date of up to one hundred sixty (160) hours.

15.5 Employees hired on or after June 17, 2008 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 1199	20
1200 to 1599	24
1600 to 1999	32
2000 to 2287	40
2288 to 2495	44
2496 or more	48

15.6 Employees who have worked for the same Employer for three (3) continuous years (after the third (3rd) and each subsequent year to the seventh (7th) 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 1199	40
1200 to 1599	48
1600 to 1999	64
2000 to 2287	80
2288 to 2495	88
2496 or more	96

15.7 Employees who have worked for the same Employer for seven (7) continuous years, (after the seventh (7th) and each subsequent 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 1199	60
1200 to 1599	72
1600 to 1999	96
2000 to 2287	120
2288 to 2495	132
2496 or more	144

15.8 Employees who have worked for the same Employer for fifteen (15) continuous years (after the fifteenth (15th) and each subsequent 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 1199	80
1200 to 1599	96
1600 to 1999	128
2000 to 2287	160
2288 to 2495	176
2496 or more	192

15.9 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 first and second year worked, four (4) hours of vacation pay; after the third to the seventh year worked, eight (8) hours of vacation pay; after the seventh year worked, twelve (12) hours of vacation pay; and after the fifteenth year worked, sixteen (16) hours of vacation pay.

15.10 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.

15.11 Employees whose vacations are scheduled during a holiday week shall receive holiday pay provided for under the terms of Article 16 of this Agreement in addition to vacation pay.

15.12 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 Article 15.5, 15.6, 15.7, 15.8 of Article 15 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.

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

15.14 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.

15.15 Vacation hours for continuing employees shall be considered hours worked for the purpose of establishing eligibility under the Retail Clerks Welfare Trust and the Sound Retirement Trust. As such, vacation hours and the corresponding contributions due shall be reported and paid to the Trust during the month in which the employee takes vacation time off from work.

ARTICLE 16 - HOLIDAYS

16.1 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, and Christmas Day. Where the date of any holiday falls on Sunday, the following Monday shall be observed, except Christmas Day and New Year's Day, which shall be observed on the days they actually occur.

16.2 Employees with one (1) year of continuous service with the Employer shall receive three (3) personal floaters to be used anytime during the employee's anniversary year after the first twelve

(12) continuous months of employment. There will be no personal floaters during the first twelve (12) months of employment with the Company.

16.3 After the first thirty (30) days of employment, employees, provided they are scheduled 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 in the eight (8) week period immediately preceding the holiday week, to a maximum of eight (8) hours.

16.4 Employees who qualify for holiday pay as specified in paragraph 16.3 shall be paid time and one-half (1-1/2) in addition to such holiday pay, for work performed on holidays named in paragraph 16.1. Employees who do not qualify for holidays pursuant to paragraph 16.3 shall receive time and one-half (1-1/2) for work performed on such holidays, provided this shall not apply to the employee's Personal Holidays.

16.4.1 For employees hired on or after June 18, 2008, there shall be no holiday pay or holiday premium paid whether worked or not worked during the first six months of employment. For the next 2080 hours, said employees shall be eligible for holiday 'pay' as directed in 16.3 above and the premium for working on a holiday listed in 16.1 shall be \$1.25 per hour. Thereafter, the premium for working on holidays listed in 16.1 shall be time and one-half (1-1/2) their regular rate of pay.

16.5 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 16.1, and 16.2 above shall be considered as days worked for the purpose of computing weekly overtime.

ARTICLE 17 - GENERAL CONDITIONS

17.1 Employees will be paid weekly or bi-weekly except where mutually agreed otherwise.

17.2 Where the Employer requires the bonding of an employee or the carrying of any insurance for the indemnification of the Employer, the premiums for the same shall be paid for by the Employer, providing the bond or insurance is available for the employee through the Employer's regular bonding company or insurer at the Employer's usual rate.

17.3 The Employer agrees to provide space in the Meat Department to be used for Union meeting notices, etc.

17.4 Personnel staff meetings, whether in the store or off the premises, shall be considered as time worked and paid at the employee's regular straight-time rate of pay, except dinner meetings at which the attendance is voluntary.

17.5 Employees shall be responsible to provide and maintain their own knives at their own expense. All other tools and equipment requirement required by the Employer shall be provided and maintained by the employer at the Employer's cost.

17.6 Employee donations to charity funds shall be on a strictly voluntary basis.

17.7 Where the Employer requires an employee (actively working for the Employer) to take a physical examination, doctor's fees for such examination shall be paid by the Employer.

17.8 The Employer shall grant the Union Steward unpaid time off, or scheduled shifts to allow up to two educational days per calendar year without a reduction of weekly hours, provided the Steward issues notice two weeks prior to the necessary day.

ARTICLE 18 - WEARING APPAREL

18.1 All gowns, aprons, and uniforms required by the Employer shall be furnished and kept in repair by the Employer and, except where the garment is of drip-dry material, the Employer shall pay for the laundering of same.

ARTICLE 19 - POLYGRAPH

19.1 The Employer agrees that polygraph or similar lie detector tests shall not be required by the Employer as a condition of employment or continued employment, provided, however, this clause shall not preclude any civil and legally constituted law enforcement agency from using such test as prescribed by law in the course of administering the law.

ARTICLE 20 - SENIORITY

20.1 Separate seniority exists between the following departments: Meat Cutter; Meat Wrapper; Service Counter. If an employee in one classification of the Meat Department changes to another classification with the Meat Department, that employee must complete each rate of progression. Seniority shall then date back to the employee's date of hire with the Company. Seniority within the Meat Department shall prevail in layoffs for all employees after ninety (90) calendar days of service. When seniority rights are obtained, they shall be dated back to the first date of hire within the Meat Department. 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.

20.1.1 The Employer agrees to mail the Union an up-to-date seniority list not more than once each six (6) months if requested by the Union.

20.2 Seniority shall be determined within the Meat Department only. That is, any employee transferring into the Meat Department must complete each rate of progression within each classification. Seniority shall date back to the date of hire within the Meat Department.

20.3 The Employer reserves the right to assign the apprentice step (level) of its choice when transferring an employee into one of the three meat department classifications; however, no employee shall be initially assigned Journeyman status unless prior experience is substantiated pursuant to the appropriate provisions of this Collective Bargaining Agreement.

ARTICLE 21 - STORE VISITATION

21.1 All contacts will be handled so as to not interfere with the employee's duties or with service to the customers. It is the desire of both the Employer and the Union to avoid, wherever possible, the loss of working time by employees covered by this Agreement. Therefore, representatives of the Union, when visiting the store or contacting employees on Union business during their working hours, shall first contact the store manager or person in charge.

ARTICLE 22 - STATE INDUSTRIAL INSURANCE

22.1 All employees shall be covered under Washington State Workman's Industrial Accident Compensation or guaranteed equal coverage pursuant to the applicable statutes.

ARTICLE 23 - HEALTH & WELFARE – DENTAL – PRESCRIPTION - VISION

23.1 The Employer further agrees to provide the same level of coverage and make the same contributions as provided in the Spokane Retail Grocery Agreement for the term of this Agreement. Any modifications in coverage or contributions shall be effective on the same dates such modifications become effective under the Spokane Agreement. The Employer shall continue to contribute for Health and Welfare benefits into a jointly administered Trust Fund, The United Food and Commercial Workers Welfare Trust, on behalf of each employee who worked eighty (80) hours or more during the preceding month.

23.2 Maintenance of Benefits: The Employer agrees to provide the same level of coverage and make the same contributions as provided in the Spokane Retail Grocery Agreement for the term of this Agreement. Any modifications in coverage or contributions shall be effective on the same dates such modification becomes effective under the Spokane Agreement

ARTICLE 24 - RETIREMENT PROGRAM

24.1 During the term of this Agreement, the Employer shall pay into the Sound Retirement Trust on account of each member of the bargaining unit, the amount specified in this Article.

24.2 The Employer shall pay into the Sound Retirement Trust on account of each member of the bargaining unit, the sum of one dollar (\$1.00) per straight time hour worked and including hours of paid vacation and paid holidays.

24.2.1 For employees hired on or promoted on or after January 1, 2007: There shall be a waiting period of 1040 hours or one calendar year, whichever is longer, before the Employer is required to begin making required contributions.

After the waiting period above, the following shall be the required hourly contribution for all employees covered under this Collective Bargaining Agreement

Meat Cutter & Wrappers – Apprentice Rate*:

	July 2018	July 2019	July 2020
Base	\$0.70	\$0.70	\$0.70
Pre PPA Suppl.^	\$0.42	\$0.42	\$0.42
Rehab Suppl.	\$2.761	\$3.244	\$3.727
Total Contribution Rate	\$3.881	\$4.364	\$4.847

Meat Cutter & Wrappers - Journeyperson Rate:

	July 2018	July 2019	July 2020
Base	\$1.00	\$1.00	\$1.00
Pre PPA Suppl.^	\$0.60	\$0.60	\$0.60
Rehab Suppl.	\$3.944	\$4.634	\$5.325
Total Contribution Rate	\$5.544	\$6.234	\$6.925

Service Clerks – Apprentice Rate*

	July 2018	July 2019	July 2020
Base	\$0.15	\$0.15	\$0.15
Pre PPA Suppl.^	\$0.09	\$0.09	\$0.09
Rehab Suppl.	\$0.592	\$0.695	\$0.799
Total Contribution Rate	\$0.832	\$0.935	\$1.039

Service Clerks – Journeyperson Rate

	July 2018	July 2019	July 2020
Base	\$0.35	\$0.35	\$0.35
Pre PPA Suppl.^	\$0.21	\$0.21	\$0.21
Rehab Suppl.	\$1.381	\$1.622	\$1.864
Total Contribution Rate	\$1.941	\$2.182	\$2.424

*Employees shall receive the Apprentice rate until they work 12,000 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.

24.3 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 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 accounts, 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.

24.4 Vacation hours for continuing employees shall be reported and corresponding contributions paid in accordance with Article 15, paragraph 15.15 of this Agreement.

24.5 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 25 - MANAGEMENT RIGHTS

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

ARTICLE 26 - NO STRIKES OR LOCKOUTS

26.1 During the life of this Agreement, the Union agrees not to engage in any strike, boycott, or stoppage of work and the Employer agrees not to engage in any lockout.

ARTICLE 27 - SEPARABILITY - SAVINGS

27.1 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 this Agreement shall continue in full force and effect. The Article or paragraph held invalid shall, upon sixty (60) days' written notice by either party, be renegotiated for the purpose of an adequate replacement.

ARTICLE 28 - WAIVER

28.1 The parties agree that this Agreement is intended to cover all matters affecting the wages, hours, and other terms and conditions of employment and that during the term of this Agreement, unless otherwise provided, neither the Employer nor the Union will be required to negotiate on any further matters affecting these subjects.

ARTICLE 29 - GRIEVANCES - ARBITRATION

29.1 No employee shall be disciplined or discharged without just cause. 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 Rosauers Supermarkets, Inc. and the accredited representative of the Union. In the event of the failure of these parties to reach a satisfactory adjustment within twenty-one (21) 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 arbitration. The twenty-one (21) days may be extended by mutual agreement of both parties. Upon such written demand for arbitration, 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

29.2 In the event the parties fail to reach an agreement within twenty-one (21) days from the date a grievance is filed in writing by either party upon the other, the parties shall request the Federal Mediation and Conciliation Service to submit a list of eleven (11) names of qualified arbitrators from which the parties shall select an arbitrator. The filing party shall be the first to strike a name off the list of eleven (11) and such striking the names shall alternately continue until the arbitrator is selected. The decision of the arbitrator shall be binding on both parties and shall be rendered within thirty (30) days from the close of the arbitration hearing or the arbitrator's receipt of post-hearing briefs, whichever is later. If the assignment is refused, the parties agree to select an alternate. The arbitrator 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. The cost of the arbitrator will be borne equally by the parties.

29.3 During the process of making adjustments under the rules and procedures set forth in paragraph 1 above, no strike or lockout shall occur.

29.4 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 where report of the grievance has been suppressed through coercion by the Employer.

29.4.1 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.

29.4.1.1 Where there is an automatic wage bracket adjustment (failure to progress the employee in classification in accordance with the formula of Appendix A) due under the terms of said appendices, the period of adjustment shall be one (1) year from the date the grievance was filed in writing.

29.4.2 In cases involving discharge, the grievance must be filed within fifteen (15) days from the date of discharge; otherwise such right of protest shall be deemed to have been waived.

ARTICLE 30 - NOTICE

30.1 For the purpose of this Agreement, all notices required under the Agreement shall be sent to the Employer (wherein the Employer is denoted) at the following address unless otherwise notified:

Rosauers Supermarkets, Inc.
P.O. Box 9000
Spokane, WA 99209-9000

30.2 All notices required under the Agreement to be sent to the Union (wherein Union is denoted) shall be sent to the following address unless otherwise notified:

United Food and Commercial Workers Union Local 1439
1719 N. Atlantic St
Spokane, WA 99205

ARTICLE 31 - DURATION OF AGREEMENT

31.1 This Agreement shall be in full force and effect from April 11, 2018, through April 12, 2021, at which time it shall automatically be renewed for a period of one (1) year from said date, and thereafter for each year upon each anniversary of said date without further notice; provided, however, that either party may open or terminate this Agreement for the purpose of revisions within sixty (60) days prior to said expiration date or each anniversary thereof upon written notice being served upon either party by the other.

SUPER 1 Foods

By Michelle Nielsen 10-28-19
Michelle Nielsen Date
Director of Human Resources

UNITED FOOD & COMMERCIAL
WORKERS UNION, LOCAL 1439

By Eric Renner 11-18-19
Eric Renner Date
President

**APPENDIX A
 MEAT DEPARTMENT**

Meat Cutters	Current	4/15/18	4/14/19	4/12/20	
Department Manager	\$20.18	\$20.43	\$20.63	\$20.83	
Journey Cutter	19.18	19.43	19.63	19.83	
	Current	4/15/18	1/1/19	1/1/20	1/1/21[^]
9921 – 12000 Hours	13.25	13.25	13.25	13.95	
7841 – 9920 Hours	12.25	12.25	12.40	13.90	
5761 – 7840 Hours	11.60	11.85	12.35	13.85	
4161 – 5760 Hours	11.60	11.80	12.30	13.80	
3121 – 4160 Hours	11.60	11.75	12.25	13.75	
2081 – 3120 Hours	11.60	11.70	12.20	13.70	
1041 – 2080 Hours	11.60	11.65	12.15	13.65	
0 - 1040 Hours	11.60	11.60	12.10	13.60	

[^]Wage rates TBD based on state minimum wage at that time.

Meat Wrappers	Current	4/15/18	4/14/19	4/12/20	
Journey Wrapper	\$16.14	\$16.39	\$16.59	\$16.79	
	Current	4/15/18	1/1/19	1/1/20	1/1/21[^]
9921 – 12000 Hours	12.50	12.50	12.50	13.95	
7841 – 9920 Hours	11.60	11.90	12.40	13.90	
5761 – 7840 Hours	11.60	11.85	12.35	13.85	
4161 – 5760 Hours	11.60	11.80	12.30	13.80	
3121 – 4160 Hours	11.60	11.75	12.25	13.75	
2081 – 3120 Hours	11.60	11.70	12.20	13.70	
1041 – 2080 Hours	11.60	11.65	12.15	13.65	
0 - 1040 Hours	11.60	11.60	12.10	13.60	

[^]Wage rates TBD based on state minimum wage at that time.

All employees shall be paid a minimum of 10¢ per hour above the then current Washington minimum wage. The Company and Union agree to meet during the term of the agreement to discuss adjustments in the progression rates if those rates fall below the minimum level.

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.

Sunday Premium:

Sunday premium, for employees hired prior to November 14, 2013 of this Agreement, shall be calculated at time and one-third (1-1/3) per hour on all hours worked on Sunday (12:01 am through 12:00 midnight).

Sunday premium, for employees hired on or after November 14, 2013 of this Agreement, shall be calculated at \$1.00 per hour on all hours worked on Sunday (12:01 am through 12:00 midnight).

Night Premium:

All work performed after 7:00 p.m. or before 6:00 a.m. shall be paid for at fifty cents (\$0.50) per hour premium. Where six (6) days, Sunday through Saturday, are worked in any one (1) week, time and one-half (1-1/2) the straight-time hourly rate shall be paid for work on the day the least number of hours are worked.

Note: If Sunday is the shortest day of the six (or is tied for the shortest day) then the Sunday hours are paid at a premium of time and one-half and no other premium is due.

**APPENDIX B
 MEAT DEPARTMENT**

Meat Service Clerk	Current	4/15/18	4/14/19	4/12/20	
Journey Level	\$12.86	\$13.11	\$13.31	\$13.60	
	Current	4/15/18	1/1/19	1/1/20	1/1/21[^]
9921 - 12000 Hours	11.60	11.95	12.45	13.60	
7841 - 9920 Hours	11.60	11.90	12.40	13.60	
5761 - 7840 Hours	11.60	11.85	12.35	13.60	
4161 - 5760 Hours	11.60	11.80	12.30	13.60	
3121 - 4160 Hours	11.60	11.75	12.25	13.60	
2081 - 3120 Hours	11.60	11.70	12.20	13.60	
1041 - 2080 Hours	11.60	11.65	12.15	13.60	
0 - 1040 Hours	11.60	11.60	12.10	13.60	

[^]Wage rates TBD based on state minimum wage at that time.

All employees shall be paid a minimum of 10¢ per hour above the then current Washington minimum wage. The Company and Union agree to meet during the term of the agreement to discuss adjustments in the progression rates if those rates fall below the minimum level.

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. Lead Counter Employee shall receive a twenty-five cent (25¢) per hour premium, where applicable.

SERVICE COUNTER EMPLOYEE ADDENDUM AGREEMENT

This Addendum Agreement is entered into by and between Super 1 (Employer) and United Food and Commercial Workers Union Local 1439. It is understood and agreed by the Employer and the Union that the provisions of the Agreement between Super 1 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. Seafood products may be wrapped and priced in the Service Department and placed in the Self-Service Meat Counter or other places in the store for customers to purchase. 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.

Sunday Premium: \$1.00 per hour.

For employees hired on or after June 17, 2008:

First 2080 hours: \$0.50

Thereafter: \$1.00 per hour

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

LETTER OF UNDERSTANDING

TECHNOLOGICAL CHANGE AND NEW JOB CLASSIFICATIONS

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 new 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 29 of this Agreement. If through the procedure, as set forth in Article 29, 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.

LETTER OF UNDERSTANDING

FAVORED NATIONS

Should the Union at any time after the date of this Agreement enter into a renewal agreement, or any extension thereof, covering any grocery store(s) within the geographic area covered by this Agreement based upon a settlement of new terms negotiated after the date of this Agreement (the Union shall provide a copy of the Settlement Agreement within five (5) days of ratification) which are more advantageous to such grocery store(s), the Employer party to this Agreement shall be privileged to adopt any such settlement in its entirety, provided the Employer has sent written notice to the Union calling the matter to its attention. (N/A to new store openings.)

LETTER OF UNDERSTANDING

DUES CHECK-OFF

1. Added initiation and uniform dues through payroll deduction as follows:
 - a. Union Dues Check-Off: On a weekly basis the employer agrees to deduct uniform dues from the paycheck of those covered employees whose individual written unprovoked authorizations are on file with the Employer and to transmit the amounts so deducted to the Union monthly. Said deduction authorizations shall be in 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 Articles.
2. The involved Employers 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

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 back pay 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

EXEMPT

The incumbent Meat Manager shall have the option of being exempt from the Collective Bargaining Agreement. Subsequent Meat Managers, upon being offered said position shall have a one-time option of being exempt from the Collective Bargaining Agreement or being covered under the Agreement.

LETTER OF UNDERSTANDING

OPTIONAL ACCELERATED ARBITRATION PROCEDURE (Optional by mutual agreement only)

1. In order for a grievance to go to AAP, both the Employer and Union representative must agree that the matter is appropriate for resolution by AAP. If either party's representatives disagree, the grievance shall not be submitted to AAP and the matter shall be resolved by the usual grievance process (see article 24).
2. It is understood that prior to referring the matter to AAP the parties' representatives will discuss with each other and explore the possibility of settlement. If the parties' representatives agree to refer the grievance to the AAP, then the following shall govern:
3. Selection of Arbitrator: The parties shall use the normal arbitrator selection procedure. If the chosen arbitrator is not able to fulfill his/her duties per the timelines/terms of this Letter of Understanding, the parties will go to the last struck arbitrator (and so on, in reverse order of struck arbitrators).
4. The date for the hearing shall be within forty-five (45) days of the request for AAP unless an extension is mutually agreed to by the parties.
5. Hearing Conduct and Procedure:
 - A. The hearing shall be informal;
 - B. No briefs shall be filed or transcripts made;
 - C. Each party may offer an opening statement and closing argument;
 - D. Each party's case shall be presented by a representative of their choosing;
6. Removing the Grievance from AAP:
 - A. Prior to the commencement of the hearing, either party may unilaterally remove the matter from the AAP so long as they do so forty-eight (48) hours prior to the hearing. Any arbitrator cancellation fees or joint hearing 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

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

- Addendum Agreement: Service Counter Employees
- Letter of Understanding: Technology Changes and New Job Classifications
- Letter of Understanding: Favored Nations
- Letter of Understanding: Dues Check-Off
- Letter of Understanding: Limit on Back Pay for Discipline Cases
- Letter of Understanding: Exempt
- Letter of Understanding: Optional Accelerated Arbitration Procedure

SUPER 1 FOODS

BY Michelle Nielsen 11-28-19
Michelle Nielsen Date
Director of Human Resources

UNITED FOOD & COMMERCIAL
WORKERS UNION LOCAL #1439

BY Eric Renner 11-18-19
Eric Renner Date
President

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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