

A G R E E M E N T

**By and Between
ALLIED EMPLOYERS, INC.
For and on Behalf of
FRED MEYER, INC.**

**and
UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL NO. 367
Chartered By
UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL
UNION, AFL-CIO**

**COMBINATION FOOD/NON-FOOD
CHECKSTAND DEPARTMENT
PIERCE COUNTY**

Effective: May 5, 2019

Through: May 7, 2022

Ratified: November 4, 2019

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(Pierce County)
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**By and Between
FRED MEYER, INC.**

and

**UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL NO. 367 Chartered
By
UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION, AFL-CIO**

**COMBINATION FOOD/NON-FOOD CHECKSTAND DEPARTMENT
(PIERCE COUNTY)**

This Agreement is entered into by and between Fred Meyer, Inc., referred to hereinafter as the "Employer," and the United Food and Commercial Workers Union Local No. 367, referred to hereinafter as the "Union."

It is the intent and purpose of the Employer and the Union to promote and improve Labor Management relations between them and to set forth herein the basic terms of Agreement covering wages, hours and conditions of employment to be observed by the parties of this Agreement.

In consideration of the mutual promises and agreements between the parties hereto, and in consideration of their mutual desire in promoting the efficient conduct of business and in providing for the orderly settlement of disputes between them, the parties to this Agreement agree as follows:

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

1.1 Fred Meyer, Inc. hereby recognizes United Food and Commercial Workers Union Local No. 367 as the sole and exclusive Collective Bargaining Agency for a unit consisting of all employees employed in the Employer's Combination Food/Non-Food Checkstand Department in Pierce County and all future Combination Food/Non-Food Checkstand Departments in Pierce County provided that the total store area of each store is over 100,000 square feet and the percentage of non-food sales constitute at least 50% of the total dollar sales within the store with respect to rate of pay, hours, and other conditions of employment except and excluding the Department Manager and two Assistant Department Managers and excluding employees in all other departments (i.e., Pharmacy, Health and Beauty Aids, Floral, Garden Center, Apparel, Shoe, Home Fashion, Photo Electronics, General Merchandise Departments, Playland, Jewelry Department, Time and Attendance, Human Resource Coordinators, Human Resource Administrators) and confidential employees and guards as defined in The Act. Subject to the preceding exclusions and the terms of Section 15.1 of Article 15, all work of handling and selling of merchandise in such retail stores covered by this Agreement shall be performed only by employees of the Employer within the unit referred to above for which United Food and

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Commercial Workers Union Local No. 367 is recognized as the sole Collective Bargaining Agency by the Employer.

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 thirtieth (30th) 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 thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union. For the purpose of this Article, the execution date of this Agreement shall be considered as its effective date.

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

2.2 The Employer shall discharge any employee as to whom the Union, through its authorized representative, delivers to the Employer's Main Office a written notice that such employee is not in good standing in conformity with this Article. For the purpose of establishing uniform rules for the application of this paragraph of the Agreement, the parties agree as follows:

2.2.1 If a newly hired employee fails to apply for Union membership, or if an employee fails to comply with the requirements of continued membership as set forth above, the Union will serve a letter upon the Employer requesting that such employee be terminated.

2.2.2 Upon receipt of a letter requesting termination of an employee who has not complied with Article 2 of the Agreement, the Employer shall (on the same date, if the employee is working on that date) immediately notify such employee that if he/she has not complied with the Union membership requirements of Article 2 of the Agreement within 14 days from the date of written request for termination, his/her employment shall automatically be terminated.

2.2.3 The Union agrees to withdraw any letter of termination if an employee, with respect to whom such letter has been served, shall complete his/her membership requirements within the time limit specified in 2.2.1 and 2.2.2.

2.2.4 Whenever the Union requires the discharge of any employee in connection with the Union security clause of this Contract, the Union shall hold the Employer harmless and shall indemnify the Employer against loss, as a result of relying upon the direction of the Union in terminating any employee. The Employer agrees that when the Union notifies the Employer within three (3) days of the original notice, that the reason for the termination was a bona fide clerical error, the Employer will reinstate the employee to his former position on the next weekly schedule.

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2.3 No employee shall be disciplined or discharged except for just cause. The Employer shall be the judge of the competency and qualifications of his employees and shall make such judgment fairly. The Employer's judgment is subject to review by an Arbitrator.

2.3.1 There exists one (1) 90-calendar day probationary period for new employees. If an employee is terminated during this probationary period, such terminations are not subject to Article 17 of this Agreement. This ninety (90) day period shall be extended by the amount of time the employee is absent from or unavailable for work due to medical reasons during the probationary period. The Employer must notify both the employee and the Union in writing, prior to the completion of the probationary period, of their intent to extend the probationary period.

2.4 No employee shall be discharged or discriminated against for any lawful Union activity, including performing service on a Union committee outside of business hours or for reporting to the Union the violation of any provisions of the Labor Agreement, providing such activities shall not interfere with the normal performance of the employee's work.

2.5 The Employer agrees that it will not require any employee or prospective employee to take a polygraph (lie detector) test as a condition of employment or continued employment.

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

Each quarter, the Employer shall provide an electronic report of all employees covered under the current bargaining agreement. Such report shall include the employees' first name, middle initial and last name, social security number, address, phone number (home and/or cell), email (if available), store #/work location, department, job classification, wage rate, and date of hire/rehire.

ARTICLE 3 - SENIORITY AND AVAILABLE HOURS

3.1 Attainment of Seniority

3.1.1 All employees shall attain seniority after ninety (90) calendar days with the Employer.

3.1.2 Upon completion of this period, seniority shall date back to the last date of hire.

3.2 Application of Seniority

3.2.1 Seniority shall be applicable on an individual store basis, except as otherwise provided for under Section 3.2.2, 3.3, and 3.4, and shall apply to the extent provided for in this Article.

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3.2.2 An employee's seniority shall not be broken in cases where the employee transfers to a different store with the same Employer within the geographic jurisdiction covered by the Collective Bargaining Agreements between the Employer and United Food and Commercial Workers Union Local No. 21, United Food and Commercial Workers Union Local No. 367, and Teamsters Union Local No. 38.

3.2.3 When an employee is transferred by the Employer from another area outside those listed in 3.2.2 above, the transferred employee shall retain all seniority rights with the Employer, but shall be entitled to exercise such rights only after having worked in the bargaining unit for a minimum of ninety (90) calendar days.

3.3 Layoff

3.3.1 Where, on an individual store basis, there is a reduction of the number of employees holding seniority within such combination department, the last employee hired shall be the first employee laid off, provided qualifications and ability are equal. The affected employee so reduced may displace the most junior employee of the Employer in the same classification, that being combination clerks and combination courtesy clerks, within the geographic jurisdiction covered by this Agreement, provided qualifications and ability are equal. A layoff is defined as two consecutive weeks that an employee is not shown on the weekly work schedule. In the event of a store closure, the affected employees shall be considered laid off at the time of the closure.

3.4 Rehire

3.4.1 Where there is an increase in the number of employees within a job classification, the last employee laid off by the Employer, within the geographic jurisdiction covered by this Agreement, will be the first employee rehired, provided qualifications and ability are equal. In the cases where two or more employees are laid off on the same day, the senior employee shall be the first rehired, provided qualifications and ability are equal.

3.4.2 Employees shall be required to inform the Employer in writing of their current address and phone number, and with the exception of temporary rehires, employees rehired in accordance with 3.4.1 shall be notified in writing to report to work.

3.5 Loss of Seniority

3.5.1 Except as otherwise provided for in Article 4 - Leave of Absence, seniority shall be broken and the employee's service shall be terminated for the following reasons:

3.5.2 Voluntary quit;

3.5.3 Discharge in accordance with Section 2.4;

3.5.4 Absence caused by a layoff in excess of 60 consecutive calendar days. Notwithstanding the above, employee(s) laid off due to the closure of their store will retain their

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seniority for 120 consecutive calendar days, unless they fail to exercise their seniority with the Employer at their first opportunity; refuse to accept recall; and/or accept employment with the purchaser;

3.5.5 Absence caused by an illness or non-occupational accident of more than nine (9) months;

3.5.6 Absence caused by an occupational accident of more than eighteen (18) consecutive months unless a longer period is agreed upon between the Employer and the Union;

3.5.7 Failure to report to work within seventy-two (72) hours following the postmark of the written notice referred to in Section 3.4.2 mailed to employee's last known address; and,

3.5.8 Failure to report to work immediately following a Leave of Absence as provided for under Article 4.

3.6 Reduction of Hours

3.6.1 Regular employees shall not have their hours arbitrarily reduced for the purpose of increasing the working hours of regular part-time employees or assigning such hours to new hires or extra employees.

3.7 Available Hours

3.7.1 The Employer may arrange weekly work schedules to accommodate the needs of the business, and senior employees shall be offered the most weekly hours up to a maximum of forty (40) hours per week; provided qualifications and ability are equal; the senior employee is available to perform the work; and the employee has notified management in writing of his or her desire for additional hours of work. Nothing herein shall be construed as a guarantee of daily or weekly hours of work or pay for time not 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.

3.7.2 The Employer agrees that the provisions of Section 3.7.1 shall not be applied in an arbitrary manner and the Employer shall, at the request of the Union, provide business reasons for the scheduling of employees in that given store.

3.8 Definitions

3.8.1 "Provided Qualifications and Ability are Equal" -- It is understood and agreed that the term "provided qualifications and ability are equal" shall mean that if two (2) employees have the same qualifications and abilities, the senior employee has priority.

3.9 Liability

3.9.1 It is understood and agreed that the employee will not be entitled to request wages

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under the provisions of this Article except to the extent of time lost, commencing with the weekly work schedule next following receipt of the Union's written notification to the Employer of the claim, in accordance with Article 17, provided that if less than three (3) days remain prior to the posting of the weekly work schedule in accordance with Section 5.9 when the Employer receives notification, the Employer's liability, if any, for time lost shall commence with the second next work schedule and thereafter until resolved.

ARTICLE 4 - LEAVE OF ABSENCE

4.1 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:

4.1.1 Bona fide illness or non-occupational injury which requires absence from work in excess of fourteen (14) calendar days.

4.1.2 Pregnancy.

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

4.1.4 A Doctor's certificate verifying the absence must be furnished if requested by the Employer.

4.2 Leaves for personal reasons may be granted at the sole discretion of the Employer to employees regardless of length of service.

4.2.1 Union stewards may be granted up to two (2) unpaid days off per calendar year to attend Union functions. Only one (1) shop steward per store location may be granted this time off.

4.2.2 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.

4.3 Any request for a leave of absence under the terms of Sections 4.1 and 4.2 shall be in writing and state the following information:

4.3.1 Reason for such request;

4.3.2 Date leave is to begin; and,

4.3.3 Date of return to work.

4.4 Any leave of absence, with the exception of Section 4.1.3 and 4.5, may run to a maximum of nine (9) months.

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4.5 Leaves due to occupational injuries that result from employment with the current Employer regardless of length of service, shall be granted for a period up to eighteen (18) months unless a longer period is agreed upon between the Employer and the Union.

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

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

4.6.2 The employee shall then return to the job previously held or to a job comparable with regard to rate of pay, on the first weekly schedule prepared after the Employer has received notice in writing of the employee's availability.

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

4.8 Any employee found to have abused the "leave of absence" by falsification or misrepresentation shall thereupon be subject to disciplinary action.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

5.1 Forty (40) hours per week consisting of five (5) days of eight (8) consecutive hours each (exclusive of not more than one (1) hour out for lunch each day) shall constitute the basic straight-time workweek.

5.2 Holidays, either worked or not worked, shall not be considered as days worked for the purpose of computing weekly overtime except in the case of employees who normally work six (6) days per week, totaling at least forty-four (44) hours per week.

5.3 All hours worked in excess of eight (8) hours per day and forty (40) hours per week shall be paid for at the rate of time and one-half (1-1/2). Where six (6) days, Monday through Saturday are worked in any one week, time and one-half (1-1/2) shall be paid for work on the day the least number of hours are worked.

5.4 A minimum of ten (10) hours shall be required between straight-time shifts. Otherwise, the premium of time and one-half (1-1/2) will be required for any hours that may be worked prior to the expiration of the ten (10) hour period.

5.5 Premium Work: Work performed by employees on any of the following days or between the hours specified below shall be considered as premium work and paid for according to the premium rates set forth herein.

5.5.1 Sunday Premium -- Employees hired prior to December 3, 2010, shall receive time and one-third (1-1/3) the straight-time hourly rate for all hours worked on Sunday. Employees hired on or after December 3, 2010, shall receive \$1.00 per hour over the employee's

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regular straight-time wage rate for all hours worked on Sunday. However, any hour paid at time and one half (1x1/2) or greater on Sunday shall not count as a qualifying hour for daily or weekly overtime. The employee in charge of the store shall be paid fifty cents (50¢) per hour in addition to the applicable rate while in charge.

5.5.2 Any employee in charge of the Combination Checkout Department during the absence of the manager and assistant manager for a period of three (3) or more hours in a day shall be compensated in the amount of fifty cents (50¢) per hour additional while in charge while the store is open for business. This is to be in addition to any compensation including any overtime and/or premium applicable.

5.5.3 Holiday -- Time worked on any holiday specified in this Agreement shall be paid for at time and one-half (1-1/2) the employee's straight-time wage rate in addition to any holiday pay to which the employee is otherwise entitled to under Article 7. This clause does not apply to the employee's personal holiday.

5.5.3(a) Employees required to work after 6:00 p.m. on New Year's Eve or Christmas Eve shall be entitled to time and one-half (1-1/2) for all hours worked after 6:00 p.m. on such days.

5.5.4 6:00 p.m. to 9:00 p.m. -- The employee's regular rate of pay plus twenty cents (20¢) per hour. Schedules may be set for those employees designated to complete their shift at fifteen (15) minutes after 9:00 p.m. to facilitate closing the store, without the application of the premium set forth in Section 5.5.5.

5.5.5 9:00 p.m. to 6:00 a.m. -- The employee's regular rate of pay plus fifty cents (50¢) per hour.

5.5.6 No Pyramiding: There shall be no compounding or pyramiding of premium pay and overtime pay and only the highest applicable rate shall be paid for an hour of work performed under this Agreement.

5.6 Rest Period: Employees shall be allowed a rest period of not less than ten minutes, on the Employer's time, for each four hours of working time. Rest periods shall be scheduled as near as possible to the mid-point of the work period. No employee shall be required to work more than three hours without a rest period.

Employees who work a freestanding five-hour shift (with no lunch) shall be entitled to a 15-minute rest period during the shift.

5.7 Store Meetings: Required store meetings shall be paid for at the straight-time hourly rate, and shall be considered time worked for the purpose of computing overtime in accordance with Article 5.3 of the Agreement. Article 5.4, 5.10, and 6.4 shall not apply to this provision.

5.7.1 Employees required to attend such meetings on their day off, or who have been called back after an hour of off-duty time shall receive a minimum of a two (2) hour call-in for such meetings.

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5.8 Wage Statements: The Employer agrees to furnish each employee, on regular established paydays, a wage statement showing the name of the employee, period covered, hours worked, rate of pay, total amount of wages paid and deductions made.

5.9 Work Schedules -- The Employer recognizes the desirability of giving his employees as much notice as possible in the planning of their weekly schedules of work and, accordingly, agrees to post a work schedule in accordance with Letter of Understanding #2. It is understood that the work schedule may not be used to guarantee any specified number of hours of work to any employee and that the schedule may be changed in case of emergency; or by forty-eight (48) hours' notice to the employee; or by mutual agreement between the Employer and the employee, provided however, no employee shall be discriminated against for failure to enter into such mutual agreement.

5.9.1 The weekly work schedule shall include the period designated as the meal periods required by this Agreement. Lunch hours shall be as close to the middle of the shift as possible.

5.9.2 If scheduled employees are required to work more than one-half (1/2) hour in excess of the posted schedule for that day, such employee shall be entitled to receive a thirty-five cent (35¢) per hour premium for all hours worked in excess of the posted schedule.

(a) This provision shall not apply if the additional scheduled hours were changed in accordance with the terms of Section 5.9.

(b) In the event the employee works more than eight (8) hours, the highest applicable premium shall apply and there shall be no compounding of premium and/or overtime pay.

(c) This provision shall not apply to Courtesy and Helper Clerks.

5.10 The Employer shall not schedule any employee for a split shift.

ARTICLE 6 - CLASSIFICATIONS AND MINIMUM RATES OF PAY

6.1 The classifications and hourly rates of pay shall be set forth in Appendix "A", attached hereto and by this reference made a part hereof.

6.2 For the purpose of computing months of experience and determining length of service wage adjustments under Section 6.1 of this Article -- One hundred seventy-three and one third (173-1/3) compensable hours of employment with the current Employer shall be counted as one (1) month's experience provided that no employee shall be credited for more than one hundred seventy-three and one third (173-1/3) hours of experience in any one calendar month. All wage adjustments required by the application of this Section shall be effective on the following Sunday.

6.2.1 The apprentice pay bracket formula is based entirely on actual hours of comparable experience in the retail industry, experience which is absolutely essential for proper understanding of the responsibilities and satisfactory performance of the job or position.

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However, for those apprentices who go into the military service prior to becoming a Journeyperson, such an employee will be re-employed at the next higher wage rate above his rate at the time of entry into the military service, if the employee applies for re-employment within ninety (90) days following discharge.

6.2.2 Employees who receive a certificate from a vocational school in cash register operations shall be credited with all classroom hours.

6.3 Where an employee is hired where comparable past experience is applicable, all past experience for an apprentice shall apply if the comparable past experience has been within two (2) years previous to employment. Past experience must be claimed by an employee on his or her employment application in order to claim wage adjustments for incorrect payment by the Employer. Applicable past experience is defined as comparable work performed in the retail grocery industry.

6.3.1 Comparable past experience for employees who were formerly Journeypersons shall be applied as follows:

Those employees who have not worked for the past:

0 - 2 years shall be considered Journeypersons

2 - 3 years shall be considered Step 6 Apprentice

3 - 4 years shall be considered Step 4 Apprentice

Over 4 years shall be considered Step 1 Apprentice

6.3.2 This shall not preclude an Employer from hiring or paying employees at a scale in excess of the aforementioned brackets.

6.4 All employees, except those in the classification Courtesy Clerk, and except in cases of emergency beyond the Employer's control or where the employee is unable to work four (4) hours on a particular day, 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.

6.5 It is expressly understood that employees receiving more than the minimum compensation or enjoying more favorable working conditions than provided for in this Agreement, shall not suffer by reason of signing or adoption; however, the terms of this Agreement are intended to cover only minimums of wages and other employee benefits. The Employer may place superior wages and other employee benefits in effect and reduce the same to the minimum herein prescribed without the consent of the Union.

ARTICLE 7 - HOLIDAYS

7.1 The following days shall be considered holidays for all employees who have been employed for ninety (90) consecutive calendar days (for employees hired on or after December 3, 2010, the initial wait for holiday eligibility shall be six consecutive months):

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New Year's Day
Presidents' Day
Memorial Day
Independence Day

Labor Day
Thanksgiving Day
Christmas Day

7.1.1 The holidays set forth in Section 7.1 shall be observed as holidays on the date established for each by Federal legislation.

7.1.2 Work on Christmas Day shall be on a voluntary basis, however, if there are insufficient volunteers, employees shall be scheduled on an inverse seniority basis.

7.2 Employees with one (1) year of continuous service with the Employer shall be entitled to a personal holiday. By mutual agreement between the Employer and employee, the employee may receive payment in lieu of such in accordance with Section 7.3. Employees shall give the Employer a thirty (30) day notice prior to their personal holiday. The personal holiday shall not be carried over into the next year.

7.3 Employees, provided they normally work the hours as specified below, who work during the week in which the holiday occurs, and report for work their last scheduled working day preceding and their next scheduled working day immediately following the holiday, shall be paid for holidays, specified in Sections 7.1 and 7.2 of this Article, not worked on the following basis, provided that in any event if the preceding qualifications for holiday pay are met by the employee and he works thirty-two (32) or more hours in the holiday week he shall receive eight (8) hours of holiday pay.

7.3.1 Hours normally worked per week shall mean the employee's average weekly hours for the last eight (8) weeks of work prior to the holiday (week) or date of hire, whichever is applicable.

7.3.2 The requirement to work sometime during the holiday week shall be waived when the involuntary absence is due to a bona fide illness or injury, provided that the employee has worked within the seven (7) calendar days preceding the holiday and within the seven (7) calendar days following the holiday.

<u>Hours Normally Worked Per Week</u>	<u>Hours of Holiday Pay</u>
12 to 24	4
24 to 32	6
32 or more	8

7.4 Employees who qualify for holiday pay as specified in Section 7.3 of this Article shall be paid time and one-half (1-1/2) in addition to such holiday pay for work performed on holidays named in Section 7.1 of this Article. Employees who do not qualify for holidays pursuant to Section 7.3 of this Article 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 holiday.

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7.5 Holidays, either worked or not worked, shall not be considered as days worked for the purpose of computing weekly overtime except in the case of employees who normally work six (6) days per week, totaling at least forty-four (44) hours per week. In the case of the employee's personal holiday, the week in which the personal holiday is observed shall be considered as the holiday week.

ARTICLE 8 - VACATION

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

<u>Hours Worked</u>	<u>Hours of Paid Vacation</u>
800 to 1200	20
1200 to 1600	24
1600 to 2080	32
2080 or more	40

8.2 Employees on the second (2nd) and each subsequent anniversary date of their employment to the fifth (5th) anniversary date of their employment (after the second (2nd) and each subsequent year to the fifth (5th) year of continuous employment) shall be entitled to a vacation with pay at their straight-time hourly rate based upon the number of hours in the preceding twelve (12) months as follows:

<u>Hours Worked</u>	<u>Hours of Paid Vacation</u>
800 to 1200	40
1200 to 1600	48
1600 to 2080	64
2080 to 2288	80
2288 to 2496	88
2496 or more	96

8.3 Employees on the fifth (5th) and each subsequent anniversary date of their employment to the twelfth (12th) anniversary date of their employment and each subsequent year to the twelfth (12th) year of continuous employment shall be entitled to vacation with pay at their straight-time hourly rate based upon the number of hours worked in the preceding twelve (12) months as follows:

<u>Hours Worked</u>	<u>Hours of Paid Vacation</u>
800 to 1200	60
1200 to 1600	72
1600 to 2080	96
2080 to 2288	120
2288 to 2496	132
2496 or more	144

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

<u>Hours Worked</u>	<u>Hours of Paid Vacation</u>
800 to 1200	80
1200 to 1600	96
1600 to 2080	128
2080 to 2288	160
2288 to 2496	176
2496 or more	192

8.5 It is hereby understood and agreed that in computing “hours of paid vacation” for employees who regularly appear on the payroll for thirty-two (32) or more hours per week, the terms of Sections 8.1, 8.2, 8.3, and 8.4 of this Article shall be applied so that working time lost up to a maximum of one hundred sixty (160) 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.

8.6 Employees who average twenty (20) hours or more per week, who terminate or are terminated (discharge for dishonesty excepted) after the first or any subsequent anniversary date of their employment and prior to their next anniversary date of employment shall be entitled to vacation pay at their straight-time hourly rate based upon the number of hours worked since the last anniversary date of their employment at the following rates for each full one hundred (100) hours worked:

After the first (1st) to the fifth (5th) anniversary date, four (4) hours’ vacation pay;
After the fifth (5th) to the twelfth (12th) anniversary date, six (6) hours’ vacation pay;
After the twelfth (12th) anniversary date, eight (8) hours’ vacation pay.

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

8.8 Employees whose vacations are scheduled during a holiday week shall receive holiday pay provided for under the terms of Article 7 of this Agreement, in addition to vacation pay.

8.9 The Employer agrees to pay earned vacation pay prior to vacation if requested by the employee on a timely basis.

8.10 All vacations shall be scheduled by seniority and all weeks of vacation may be taken separately or consecutively (up to three (3) weeks) at the sole discretion of the employee.

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ARTICLE 9 - SICK LEAVE

9.1 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 off-the-job.

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

<u>Hours Worked</u>	<u>Hours of Sick Leave Pay</u>
1248 to 1679	24
1680 to 1999	32
2000 or more	40

9.3 Sick leave pay, to the extent it has been earned, shall begin on the third (3rd) normally scheduled working day of illness or injury-off-the-job or the first (1st) normally scheduled working day, if the employee is hospitalized on such first (1st) day of illness thereafter or if the employee has a full sick leave bank (160 hours), and shall be in an amount per day equal to the average number of straight-time hours worked per day by the employee during the past twelve (12) months; provided, 1) the daily total of sick leave pay under this Article and disability payments provided by the Health and Welfare Plan shall not exceed the current regular straight-time rate for the employee's average hours up to eight (8) hours per day; and, 2) not more than five (5) days' sick leave pay shall be required in any one (1) workweek. For purposes of this Article, disabling outpatient surgery will be treated as hospitalization.

9.4 Sick leave pay shall be cumulative from year to year, but not to exceed a maximum of one hundred sixty (160) hours. Sick leave pay must be earned by employment with the Employer.

9.5 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. If the employee is absent more than two (2) scheduled days, such verification must be presented prior to the employee's return to work, provided the Employer has given reasonable advance notice.

9.5.1 The Employer agrees it will not automatically require doctor's notes when employees call in sick.

9.6 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.

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9.7 Sick leave benefits shall apply only to bona fide cases of illness and injury off-the-job and shall not apply to on-the-job accidents which are covered by Article 13 of this Agreement. Sick leave may be used to supplement Worker's Compensation to the extent it has been accumulated; however, the total of sick leave pay, disability payment under any insurance plan, and Worker's Compensation benefits paid to an employee in any calendar week shall not exceed the average earnings of the employee for the six (6) work weeks prior to his/her absence.

9.8 Family Leave - Employees shall be permitted family leave in accordance with RCW 49.12 on the same terms and conditions (including eligibility requirements) as provided in Sections 9.1 through 9.8 above.

ARTICLE 10 - BEREAVEMENT LEAVE

10.1 Employees with less than six (6) months of employment will be allowed time off without pay for death in the immediate family as defined below. After six (6) months of employment, employees who are regularly employed twenty (20) hours or more per week shall be allowed up to three (3) days off with pay for loss of their normal scheduled hours of work for death in the immediate family as defined below. Bereavement leave will be paid only with respect to a workday on which the employee would otherwise have worked and shall not apply to an employee's scheduled days off, holidays, vacation, or any other day in which the employee would not, in any event, have worked. Scheduled days off will not be changed to avoid payment of bereavement leave. Bereavement leave shall be paid for at the employee's regular straight-time hourly rate. Immediate family shall be defined as spouse, son, daughter, mother, father, mother-in-law, father-in-law (existing spouse), grandparents, brother, sister, stepchildren, grandchildren, current step-mother, current step-father, domestic partner or relatives residing with the employee.

ARTICLE 11 - JURY DUTY

11.1 After their first (1st) year of employment, employees who are regularly employed twenty (20) hours or more per week who are called for service on a District Court, Superior Court, Municipal Court or Federal District Court jury shall be excused from work for the days on which they serve and shall be paid the difference between the fee they receive for such service and the amount of straight-time earnings lost by reason of such service up to a limit of eight (8) hours per day and forty (40) hours per week and one hundred twenty (120) hours within any calendar year; provided, however, an employee called for jury duty who is temporarily excused from attendance at court must report for work if sufficient time remains after such excuse to permit him to report to his place of work and work at least one-half (1/2) of his normal workday. Employees who have served a full day as juror, and who are scheduled to commence work after 5:00 p.m., shall not be required to report to work that day. 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. Employees may receive compensation on one (1) panel per year.

11.1.1 Witness Duty -- Employees required to appear in court or in legal proceedings on behalf of the Employer during unscheduled hours, shall receive compensation at their regular

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straight-time hourly rate of pay only for the time spent in making such appearance, less any witness fees received. No other provision in this Agreement shall apply to this Section.

11.1.2 If an employee is required to appear on behalf of the Employer during regular scheduled hours, he/she shall receive compensation at their regular straight-time hourly rate of pay for the time spent in making such appearance, less any witness fees. In this event, these hours will be considered compensable hours under the terms of this Agreement.

ARTICLE 12 - HEALTH AND WELFARE

12.1 The Employer and the Union agree to be bound by the terms and provisions of that certain Trust Agreement creating the Sound Health & Wellness Trust, initially executed June 18, 1957, and all subsequent revisions or amendments thereto. The Employer accepts as his representatives for the purpose of this Trust Fund, the Employer Trustees serving on the Board of Trustees of said Trust Fund and their duly appointed successors. Each Employer and the Union also agree to be bound by the terms of the parties' Health & Welfare and Pension Agreement and by all subsequent revisions or amendments thereto.

12.2 The Employer party to this Agreement shall continue to pay on a per compensable hour basis (maximum of one hundred and seventy-three (173) hours per calendar month per employee) into the Sound Health & Wellness Trust for the purpose of providing the employees with hospital, medical, surgical, vision, group life, accidental death and dismemberment, weekly indemnity benefits and dental benefits in accordance with the contribution rates and related provisions established by the separate Health and Welfare Agreement between Allied Employers, Inc., and various Local Unions dated April 1, 1977 and as subsequently amended.

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

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

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

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12.5 The term “compensable hour” shall mean any hour for which any employee receives any compensation required by this Agreement.

ARTICLE 13 - STATE INDUSTRIAL INSURANCE

13.1 All employees shall be covered under Washington State Worker’s Industrial Accident Compensation or guaranteed equal coverage.

ARTICLE 14 - RETIREMENT PROGRAM

14.1 During the 2019 negotiations, the parties reached detailed pension agreement which is set forth in Attachment A-2 (Kroger) to the parties’ Health & Welfare and Pension Agreement. The required employer hourly contributions are set forth in this Article below and in the parties’ pension agreement.

The Employer and the Union agree to be bound by the terms and provisions of that certain Trust Agreement creating the Sound Retirement Trust, dated January 13, 1966, and as subsequently amended. Further, the Employer accepts as his representatives, for the purpose of such Trust Fund, the Employer Trustees who will be appointed by Allied Employers, Inc., to serve on the Board of Trustees of said Trust Fund and their duly appointed successors. Each Employer and the Union also agree to be bound by the terms of the parties’ Health & Welfare and Pension Agreement. At such time as the Kroger transfer to the UFCW Consolidated Fund is complete and all the terms of the Kroger Pension Agreement have been met, Kroger will no longer participate in the Sound Retirement Trust.

14.2 Employer Contributions:

14.2.1 Until the effective date of the new future service defined benefit variable plan (“Sound VAP Trust”), the Employer will continue to make contributions to the Sound Retirement Trust as described in this Section and the Employer’s active employees will continue to earn benefit accruals under the Sound Retirement Trust. The Employer will contribute the following amounts and in accordance with Attachment A-2 (Kroger) to the parties’ Health & Welfare and Pension Agreement:

	CCK	Courtesy Clerks
Base	\$0.40	\$0.25
Pre-PPA Suppl.^	\$0.10	\$0.10
Past Rehab Incr.	\$0.658	\$0.658
Current Total:	\$1.158	\$1.008
Rehab Plan Increases This Term:		
Jan. 2020 hours (+\$0.106)	\$1.264	\$1.114
Jan. 2021 hours (+\$0.106)	\$1.370	\$1.220
Jan. 2022 hours (+\$0.106)	\$1.476	\$1.326

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

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14.2.2 Kroger's contribution obligation will cease to the Sound Retirement Trust on the date of the transfer of assets and liabilities to the UFCW Consolidated Pension Fund per Attachment A-2 (Kroger) to the Health & Welfare and Pension Agreement.

14.3 Sound VAP Trust Employer Contributions: Upon the effective date of the new future service defined benefit variable plan ("Sound VAP Trust"), the employer will contribute for each eligible employee to the Sound VAP Trust in accordance with Attachment A-2 (Kroger) to the Health & Welfare and Pension Agreement.

14.4 The term "compensable hour" shall have the same meaning as set forth in Article 12.

14.5 The contribution referred to in Section 14.2 shall be computed monthly and the total amount due for each calendar month shall be remitted in a lump sum not later than twenty (20) days after the last day of the month.

14.5.1 The Board of Trustees of the Sound Retirement Trust shall have the authority to establish and enforce a method for reporting contributions on an accounting period basis, rather than a calendar month basis, provided that in no event shall the Employer's total obligation be different than what it would have been on a calendar month basis. Further, the total contributions due for each approved accounting period shall be remitted in a lump sum not later than twenty (20) days after the end of the accounting period.

14.6 The provisions of Section 17.3 of Article 17 of this Agreement shall, in no way, apply to or affect the Employer's obligation to pay contributions to this Trust Fund.

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

ARTICLE 15 - GENERAL CONDITIONS

15.1 The Employer shall not permit demonstrators, salesmen or other employees of a supplier to perform work of store clerks. Demonstrators assigned to a store by a supplier shall confine themselves to the particular items being demonstrated and wear clothing or carry some badge identifying them with the product or firm for which the demonstration is made.

15.2 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 materials, the Employer shall pay for laundering of same.

15.3 In the event any employee covered by this Agreement shall be called or conscripted for the Army, Navy, Marine Corps, or other branch of the United States Military Service, he shall retain, consistent with his physical and mental abilities, all seniority rights hereunder for the period of this Agreement or any renewal or extension thereof, provided application for re-employment is made within ninety (90) days after being honorably discharged from such military service, current law to govern at time of application.

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15.4 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. All contacts will be handled so as to not interfere with the employee's duties or with service to the customers.

15.5 The Union may issue a Union Store Card and/or Window decals to the Employer. Such Union store cards and decals are and shall remain the property of the United Food and Commercial Workers International Union, and the Employer agrees to surrender said Union Store Cards and/or decals to an authorized representative of the Union on demand in the event of failure by the Employer to observe the terms of this Agreement.

15.5.1 The Employer shall display such Union Store Cards and/or decals in conspicuous areas accessible to the public in each establishment covered by this Agreement.

15.6 The Employer shall furnish to the Union, on written request, a copy of the payroll records of all bargaining unit employees, but not more than one (1) payroll record need be furnished during a twelve (12) month period.

15.7 If any employee is required to travel from one place to another during the course of the performance of the day's work, said employee shall be compensated for such time and for any legitimate expenses incurred. Such employees shall be reimbursed for public transportation expense if used, or be granted mileage allowance at IRS allowable rate per mile, if the employee provides the vehicle to be used.

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

15.9 Drug Testing - The Employer may require the employee to submit to a legally recognized drug or alcohol test at the Employer's expense if the Employer has reasonable grounds to believe the employee is under the influence of alcohol or drugs. Reasonable grounds will not be required for drug or alcohol testing when an employee suffers an on-the-job injury. An employee who tests positive shall be entitled to have a second test performed using a different disclosure method to verify the accuracy of the test results. Time spent in such testing shall be on Company time; however, any employee refusing to submit to a drug or alcohol test shall be taken off the clock effective with the time of the Employer's request. An employee who refuses to take a drug or alcohol test upon request shall be subject to termination.

ARTICLE 16 - NON-DISCRIMINATION

16.1 The parties to this Agreement acknowledge their responsibilities under Title VII of the Civil Rights Act of 1964 and the Age Discrimination in Employment Act of 1967, and do hereby agree not to discriminate on the basis of race, color, religion, sex, national origin, age, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental, or physical disability.

ARTICLE 17 - GRIEVANCE PROCEDURE

17.1 Any grievance or dispute concerning the application or interpretation of this Agreement must be presented in writing by the aggrieved party to the other party within thirty (30) days from the date of the occurrence giving rise to such grievance or dispute, 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. Such grievances shall be adjusted by accredited representatives of the Employer and the Union. In the event of the failure of these parties to reach a satisfactory adjustment within twenty-one (21) days from the date the grievance is filed in writing by the aggrieved party, the matter must be referred by the moving party for final adjustment to a Labor Relations Committee consisting of two (2) members from the Employer and two (2) members from the Union and the decision of the Labor Relations Committee shall be final and binding. In the event the Labor Relations Committee fails to reach an agreement within seven (7) days from the date a grievance is considered by the Committee, the moving party must, within seven (7) days thereafter, refer the grievance to arbitration by written notice to the other party.

When selecting an arbitrator, the parties shall take turns striking names off the list of the following permanent panel:

1. Gary L. Axon
2. Michael E. Cavanaugh
3. Joseph W. Duffy
4. Martin Henner
5. Alan Krebs
6. Howell Lankford
7. Tom Levak
8. Ron Miller
9. James Paulson
10. Shelly Shapiro
11. Kathryn T. Whalen
12. Jane R. Wilkinson
13. Timothy D.W. Williams

The Labor Relations Committee and the Arbitrator shall have no power to add to, subtract from, or change or modify any provision 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 decision of the Arbitrator shall be final and binding on all parties and shall be rendered within thirty (30) days from the close of the hearing or the receipt of briefs, whichever is later. Should the arbitrator fail to comply with these provisions, he will not be paid for his services. The moving party shall notify the arbitrator of this provision during the selection process. If the assignment is refused, the parties agree to select an alternate.

17.1.1 The losing party shall pay the cost of the arbitrator. The parties agree that the arbitrator has the authority to determine appropriate pro-ration of this cost in the event of a split decision and award. The arbitrator should be made aware of the requirements of this provision at the conclusion of the arbitration hearing.

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17.1.2 In cases where it is concluded that an employee has been improperly discharged, 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 one hundred and eighty (180) days immediately following the date of discharge or suspension.

The Parties confirm that the above is a hard cap with no exceptions.

17.2 During the process of making adjustments under the rule and procedures set forth in 17.1 above, no strike or lockout shall occur.

17.3 Except as provided in 17.1, grievances shall not be recognized unless presented in writing within sixty (60) 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.

17.3.1 In the event the claim is one for additional wages, any such claim shall be limited to wages, if any, accruing within the sixty (60) day period immediately preceding the date upon which the grievance was filed in writing.

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

17.4 It is understood that any of the foregoing time limits may be waived by mutual agreement, if the time limits are not mutually waived, failure to comply constitutes waiver.

17.5 The Employer and the Union shall make available to the other, pertinent data necessary for the examination of all circumstances surrounding a grievance. The Arbitrator shall be empowered to effect compliance with this provision by requiring the production of documents and other evidence.

ARTICLE 18 - NO STRIKES OR LOCKOUTS

18.1 During the life of this Agreement the Union agrees not to engage in any strike or stoppage of work and the Employer agrees not to engage in any lockout. It shall not be a cause for discharge or discipline and it shall not be a violation of this Agreement for an employee to refuse to cross a primary labor union picket line at the Employer's premises that has been established to support a legal strike, provided the picket line is approved by Local #367.

ARTICLE 19 - TECHNOLOGICAL CHANGES

19.1 The Employer will notify the Union prior to implementation of any new technology or methods that may have a material effect on the wages, hours, or working conditions of any

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bargaining unit employee. When practicable such notice will be given at least 60 days prior to implementation.

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

ARTICLE 20 - SEPARABILITY - SAVINGS

20.1 It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses and phrases of this Agreement are separable and if any phrase, clause, sentence, paragraph or section of this Agreement shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction because of the conflict with any Federal or Washington State law, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement and the balance of this Agreement shall continue in full force and effect.

20.2 The parties hereto agree that substitute provisions conforming to such judgment and decree shall be incorporated into this Agreement within thirty (30) days thereafter.

ARTICLE 21 - NO FREE TIME

21.1 The Employer shall be responsible for payment for all hours worked, and an employee shall only work those hours specifically authorized by the Employer. Accordingly, 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 practice shall be subject to discipline, which may include termination.

ARTICLE 22 - WORKPLACE SAFETY

22.1 Safety Committees will be held in accordance with applicable laws. Upon request, the Employer will notify the Union when the Safety Committee will meet. Minutes of the Safety Committee meetings will be posted or made otherwise available for review.

22.2 In addition to the store level safety committees, the Employer and the Unions will jointly set up a Master Safety Committee, made up of (2) members from each Union (UFCW Local 21, UFCW Local 367, and Teamsters Local 38), and up to an equal number of members from the Company. If necessary to address certain issues at a workplace either party may invite guests, with prior approval of the committee.

The Master Safety Committee will meet periodically, and no less frequently than once per quarter, to review workplace safety matters. The parties will discuss and work toward resolving safety issues in the workplaces.

In addition, the Company and the Union agree that they will continue to discuss and jointly address safety related issues and/or questions about the Company’s safety program in good faith.

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22.3 The Company agrees that it shall provide safety training in accordance with the law and its policies as necessary. In addition, the store safety committees may recommend training subjects and those recommendations will be considered and acted upon by the Master Safety Committee.

22.4 The parties agree that no party shall retaliate against any employee for bringing forward safety issues.

22.5 Nothing in this article shall be interpreted to diminish the Employer’s rights/obligations or employees’ rights/obligations under applicable laws or current Company practices and policies.

22.6 The Company and Union agree that the Employer is responsible for maintaining a sound safety program and its employees are responsible for adhering to the safety program.

ARTICLE 23 - DURATION OF AGREEMENT

23.1 This Agreement shall be in full force and effect from and after May 5, 2019 through May 7, 2022, at which time it shall be automatically 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 this Agreement for the purpose of discussing a revision no later than sixty (60) days prior to said expiration date of each anniversary thereof upon written notice being served upon either party by the other.

23.2 If during the second year of this Agreement, the United States becomes engaged in a nationally recognized wartime emergency, the parties hereto agree that upon sixty (60) days notice in writing either party may reopen this Agreement.

IN WITNESS WHEREOF, we attach our signatures:

ALLIED EMPLOYERS, INC.
For and on behalf of
FRED MEYER, INC.

UNITED FOOD & COMMERCIAL
WORKERS UNION LOCAL NO. 367

DocuSigned by:
Scott Klitzke Powers 12/28/2020
713E80144A20435...

Scott Klitzke Powers Date
President

DocuSigned by:
Angel F. Gonzalez Irizarry 12/18/2020
0020400D00B74D0...

Angel F. González Irizarry Date
President

COURTESY CLERKS

1. Duties: Courtesy Clerk - An employee who may perform only the following duties:
 - a. Bag or box the merchandise after it has been checked out and take it to the customer’s vehicle.
 - b. Cleanup in and around the store so long as the cleanup does not result in the handling of any merchandise, except in the event of spillage, and in that event merchandise may be moved in conjunction with the cleanup.
 - c. Collect and line up shopping carts and return them to the store from the parking lot.
 - d. Stock the bags in the checkstands.
 - e. Collect bottles, take them to the designated area and sort them.
 - f. Change the reader board.
 - g. Return merchandise from the checkstand area to its display area.
 - h. Verify prices.
 - i. Pull cardboard.
 - j. Water plants and flowers.
 - k. Cover produce and frozen food cases.

2. Schedules: The classification of each Courtesy Clerk shall be shown on the weekly work schedule.

3. Violations and Penalties - Courtesy Clerk

Violations

Penalties

- a. Courtesy Clerks Performing assigned duties other than those specified in para. 2., a - k.

- a. On the first and subsequent violation, the Courtesy Clerk shall be compensated at the “Helper Clerk” rate of pay as set forth under the Grocery Agreement for all hours worked by the employee for that week.

**APPENDIX “A”
WAGE CLASSIFICATIONS**

In no event shall any wage classification be less than ten cents (10¢) per hour above the then current Washington State minimum wage. Each rate will be at least ten cents (10¢) per hour higher than the previous rate in the progression schedule.

All wages shall be across the board so that employees paid above scale will receive the wage increases. The exceptions to this rule are: (a) employees being paid an over scale rate due to an increase in the Washington State minimum wage and (b) employees who have transferred into another classification and have had their wage rate frozen at an above scale level.

For employees hired prior to August 15, 2004: The progression step hours were not printed, however they still exist for employees that were hired prior to 2004 that transfer between Appendices.

For employees hired on or after August 15, 2004:

Classifications	Current	5/5/19	1/1/20	5/3/20	1/1/21[^]	5/2/21[^]	1/1/22[^]
Journeyperson	\$18.26	\$18.86	\$18.86	\$19.46	\$19.46	\$20.06	\$20.06
	Current	5/5/19	1/1/20	5/3/20	1/1/21[^]	5/2/21[^]	1/1/22[^]
Next 520	12.80	12.80	14.30	14.30			
Next 1040 hrs.	12.70	12.70	14.20	14.20			
Next 1040 hrs.	12.60	12.60	14.10	14.10			
Next 1040 hrs.	12.50	12.50	14.00	14.00			
Next 1040 hrs.	12.40	12.40	13.90	13.90			
Next 1040 hrs.	12.30	12.30	13.80	13.80			
Next 1040 hrs.	12.20	12.20	13.70	13.70			
1 st 1040 hrs.	12.10	12.10	13.60	13.60			
Courtesy Clerk							
Thereafter	12.20	12.20	13.70	13.70			
1 st 1040 hrs.	12.10	12.10	13.60	13.60			

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

MEMORANDUM OF UNDERSTANDING #1

1. Manufacturer's Representatives, Book or Advance Salesmen

“Manufacturer's Representatives” and “Book or Advance Salesmen” will be allowed to perform only the following functions in retail food stores covered by this Agreement:

- a. Take orders.
- b. Check code dates and, thereafter, return said merchandise to the shelf in a neat and orderly manner. Remove outdated merchandise from the shelf.
- c. Remove returnable merchandise from a central location in the storage area (backroom) of the store.
- d. Remove from shelves, merchandise which has been determined by a manufacturer, processor, supplier or distributor to be contaminated and which, thereby presents a health hazard or which has been ordered removed by a Federal, State or Municipal authority.
- e. Construct, assemble or place mechanical, electric or electronic displays.
- f. Build initial promotional displays at specifically designated locations, not to include normal shelf display, which may include merchandise for selection or pick-up by customers. If such displays require replenishment of merchandise because of customer pick-up, such merchandise replenishment shall be performed by employees covered by this Agreement.

This will not preclude the Employer from utilizing the services of individuals not covered by this Agreement, including, but not limited to “Book or Advance Salesmen,” outside suppliers, employees, etc., to perform any necessary work in the store in conjunction with the opening of a new store, remodeling or extensive re-merchandising of an existing store (or part thereof).

2. Driver-Salesmen

Driver-Salesmen may perform any work that is necessary to merchandise the merchandise that their Company supplies a store with, including but not limited to ordering, stocking, pricing, rotating of such merchandise, building of displays, etc., at the time of their delivery of such merchandise. Driver-Salesmen will not be permitted to make call-backs for the purpose of merchandising food merchandise that has been stored in the store.

The above understanding and clarifications will not alter in any respect the Industry's prevailing practices with respect to the merchandising of soft drink, beer and ale products, and ice cream.

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**LETTER OF UNDERSTANDING #1
PERMANENT JOB OPENINGS**

This is to confirm our understanding reached during our most recent negotiations that the parties agreed to the following provision as it relates to permanent individual job openings within the bargaining unit:

CCK employees, who desire to transfer to other department(s) within the store, shall make their desires known to the Company, in writing, and such employee shall be given first consideration for such vacancies. Selection to fill the vacancy shall be made on the basis of Company seniority, ability and qualifications being relatively equal.

CCK employees transferred to another department in the store shall have a ninety (90) day trial period. Said trial period shall not jeopardize the employee's former classification or seniority.

In all cases, CCK employees transferring to other departments will retain their hire date for purposes of benefit entitlements within the new department.

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LETTER OF UNDERSTANDING #2 SCHEDULING PRACTICES

Fred Meyer agrees to continue its current practice of posting a schedule for a two week period not later than 6:00 P.M. on Thursday preceding the start of the workweek. In the future, prior to making any changes to those practices, the Company will meet with the Union to discuss those changes.

Effective with the first work schedule one hundred and twenty (120) days after ratification, the following terms shall apply:

1. All employers agree to a Select-A-Schedule process for Bakery, Coffee, Front-End Cashiers, E-Commerce/Click-List, CCK Checkers, and Produce.
2. No later than ten (10) days prior to the start of the workweek, management shall post Select-A-Schedule shifts to be scheduled for that week. Employees shall be allowed to select their schedule from the posted list of shifts for work which they are qualified to perform, in seniority order. No employee shall be allowed to select a schedule that will result in overtime or other penalty provisions, unless expressly authorized by management. The employee's selection shall be recorded on the master work schedule. Employees shall not select only a portion of a shift.
3. Hours or shifts scheduled for work outside of operating the above listed departments and classifications will not be included in this process but will continue to be scheduled in accordance with our collective bargaining agreement, as they have been in the past.
4. Employees must make their shift selections in a reasonable timeframe at the time established by management. If an employee fails to promptly make their shift selections, management shall select on behalf of the employee, taking into consideration the employee's usual scheduling preferences. In this event, the employee waives all rights to grieve management's scheduling selection.
5. Management reserves the right to reallocate the hours, in reverse seniority order, in order to insure, to the best of the employers' ability, that the least senior employees get sufficient hours to remain employed throughout the month.
6. Any changes made to the work schedule after shifts have been selected by the employees or after the schedule has been posted will continue to be handled in accordance with the contract, including Article 5.9. If the schedule is changed after the selection process but before the posting of the schedule and hours are reduced or increased, then the master schedule shall be re-bid downward from the point of the schedule change, assuming enough time remains to complete this process and still post the schedule in a timely manner. If hours are added after the posting of the schedule, such hours shall be added in accordance with the contract and in the same manner as we do now.

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7. Nothing in this agreement shall be construed as preventing management from calling in employees for extra work outside of the posted schedule, from requiring overtime work outside of the posted schedule, or from bringing in additional employees where it appears advisable in the opinion of management. In addition, nothing in this agreement shall be construed to require management to assign hours at overtime or to prevent management from holding over employees currently working in the store or from reassigning an employee currently working in the store from one job assignment to another.

8. Time spent by employees selecting shifts shall not be considered compensable work time, but, notwithstanding, management may permit employees to select shifts on Company time based on the employer's current practices. Training hours, as designated by management, shall not be subject to selection by employees.

9. The seniority provisions of the contract shall be considered satisfied by offering shift selection in order of seniority.

10. If not all shifts are selected during the selection process, such shifts will be assigned by management, in reverse seniority order, assuming the employee is available and qualified.

11. If any subsequent statewide scheduling law that is substantively similar to HB 1491-2019-20 is enacted throughout the duration of this contract that applies to the employers (with no negotiated improvement provision), the scheduling language will revert back to the 2016-2019 contract language.

12. The parties agree in this Memorandum of Understanding to fully waive their rights and obligations under Seattle's Secure Scheduling Ordinance (Seattle Municipal Code 14.22) in accordance with SMC 14.22.145. The union and employers' intent is to waive any future municipal scheduling laws that are substantively similar to SMC 14.22.

13. The union and employer agree to jointly oppose any statewide scheduling law that does not include a negotiated improvement provision.

14. The union and employer agree to pursue other legislative action to support unionized workplaces.

Scheduling LOU Clarifications:

Clarification #1:

In bullet (1), Bakery, Coffee, E-Commerce/Click-List, and Produce, the manager/lead and the assistant manager/assistant lead will be scheduled prior to the pick process. Employees in the aforementioned positions shall be designated solely at the discretion of the employer, and this discretion includes whether there shall be any employee in the classification as well as the duties and responsibilities of the role.

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Clarification #2:

In bullet (5) related to the reallocation of hours, management will have the right to reallocate hours when employees at the bottom of the seniority list are getting only a few hours, but that 1) this would not be the norm, it would only be balancing out weeks with fewer hours, 2) it would not be used to evenly distribute hours only to give a few more hours to the bottom people to make sure they stay employed and 3) it would only impact the bottom 1-3 people on the scale and would not adjust hours higher on the scale than that.

Clarification #3:

In bullet (6) related to shifts added to the select-a-schedule after the schedule has been posted refers to “in the same manner as we do now”. Our understanding is that the current practice is when hours are added to the schedule those hours are offered in order of seniority unless it is necessary to extend an existing shift.

Clarification #4:

In bullet (7) our understanding is that call-in hours, hold-over hours, and bringing in additional employees will be done in accordance with the existing contract and practices.

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LETTER OF UNDERSTANDING #3
DESIGNATION OF UNION REPRESENTATIVE

This is to confirm that during the recent negotiations the Employer confirmed the Union's right to designate their Union Stewards. The parties also agreed that such designation of authority or responsibility shall not interfere with the normal performance of the employee's work in accordance with Section 2.5 of the above referenced Labor Agreement.

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**LETTER OF UNDERSTANDING #4
MOST FAVORED NATIONS**

This Letter Agreement is by and between Fred Meyer, Inc. and UFCW Union Local #367 and it should be considered as incorporated by reference as part of the Collective Bargaining Agreement. The Agreement is as follows:

Should the Union at any time after the date of this Agreement enter into a renewal agreement, or any extension thereof, covering any Combination Food/Non-Food Checkstand Department store(s) within the geographic area covered by this Agreement based upon a settlement of new terms negotiated after the date of this Agreement which are more advantageous to such Combination Food/Non-Food store(s), the Employer party to this Agreement shall be privileged to adopt any such settlement into 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 #5
DUES CHECK-OFF

1. Add 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 and initiation fees from the paycheck of those covered employees whose individual written unrevoked authorizations are on file with the Employer and to transmit the amounts so deducted to the Union 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 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 same to the union monthly.

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LETTER OF UNDERSTANDING #6
SCHEDULED DAYS OFF

When an employee requests a day off in advance of the schedule being written and the request is granted, the Employer will endeavor to work with the employee so that there is not a reduction in hours because of the request. (This LU shall not be subject to the grievance procedure.)

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**LETTER OF UNDERSTANDING #7
GRIEVANCE PROCEDURE**

All parties would benefit from a dispute resolution procedure that is both more timely and more efficient. To that end, the parties agree to the following:

1. All disputes that are resolved at the store level (whether a formal grievance has been filed or not) shall be on a non-precedent basis (unless otherwise expressly stated in writing) and shall not be used by any party in any other situation or procedure regarding another employee or union agent and any manager or supervisor at the store or regional level.
2. The parties should strive to share factual details regarding a grievance (or pre-grievance issue) as early as possible in the process. The filing party should provide as much detail as possible in the original grievance or soon thereafter. The responding party should provide as much detail as possible with its response. This will allow both parties to more effectively investigate and assess the grievance and hopefully resolve the matter short of needing an in-person grievance meeting.
3. Written warnings need not be processed beyond the union filing a grievance in order to preserve the union's right to challenge the warning if it is used as progressive discipline in the future.

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LETTER OF UNDERSTANDING #8
OPTIONAL VOLUNTARY BUYOUT

The parties agree that the Employer may offer voluntary buyout opportunities to employees at any time(s) during the term of this agreement. In the event such voluntary buyouts are offered during the term of this agreement, the Company agrees to provide advance notice to the Union concerning the buyout components, the terms of the offer(s), and the timing of any offering(s), and to allow the Union to attend employee meetings regarding this issue.

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LETTER OF UNDERSTANDING #9
INVESTMENT IN WORKFORCE DEVELOPMENT WETRAIN NON-PROFIT

The employers and unions agree to a Joint Committee on Workforce Development.

The employer and unions will utilize the committee as described below:

1. The Joint Committee will work towards the establishment of a training program to meet the needs of future staffing.
2. The committee will have an equal number of union and employer representatives.
3. Joint Committee will meet quarterly.
4. The Joint Committee will seek new funding streams.
5. All members of the Joint Committee will cooperate in order to meet requirements of grants, when reasonable and it makes business sense to do so.
6. Each signatory employer will contribute to the WeTrain program \$500 per graduated worker who either (1) gets pre-approval from the employer to take the training and works for the employer at the time of graduation; or (2) are hired by the employer within 6 months of graduation, provided the employee provides notice of the graduation prior to being hired. This amount will be paid in aggregate for all employers up to \$300,000, matching a one-time seed contribution from UFCW 21 of \$300,000 and \$9,500 from Teamsters 38.
7. The bargaining parties agree to allow the joint committee to address future funding needs during the term of this agreement.

Nothing herein is intended to diminish work preservation rights the unions have under existing contractual provisions or law.

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LETTER OF UNDERSTANDING #10
BENEFITS FOR WORKERS WITH DISABILITIES

For employees with disabilities who are also covered by Medicaid/SSI Disability (definition as determined by the trustees) and restricted by Medicaid/SSI (definition as determined by the trustees) rules in their ability to work enough hours to qualify for life insurance or vacation pay under the normal contract rules, the parties agree to the following provisions that will only apply to these employees:

1. The Parties agree to request that the Trustees of the Sound H&W Trust Fund develop rules which will result in these employees being eligible for a life insurance benefit similar to that offered to other qualified participants of the Fund, and;
2. The Employers agree that for any of these employees who work less than the annual hours required hours to earn a normal vacation benefit under the contract (currently less than 800 hours per year), the Employer shall pay pro-rated vacation pay to these employees based on the yearly schedule outlined in the contract and based on the actual number of hours worked in the prior anniversary year, divided by 2080 hours. (For example, an employee who only works 700 hours in their anniversary year and would otherwise not be eligible for vacation pay, would be paid 13.46 hours per week of vacation earned.)

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LETTER OF UNDERSTANDING #11
JOINT LABOR MANAGEMENT COMMITTEES

Electronic Schedules: The parties agree to establish a Joint-Labor Management Committee to consider the Union's proposal regarding the providing of electronic schedules.

New Hire Orientation: The parties agree to establish a Joint Labor-Management Committee to consider the Union's proposal regarding new employees orientation if Right to Work is passed.

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SIGNATURE PAGE


The parties hereby agree to the following Memorandum and Letters of Understanding:

- Memorandum of Understanding #1: Manufacturer’s Representatives, Book or Advance Salesmen
- Letter of Understanding #1: Permanent Job Openings
- Letter of Understanding #2: Scheduling Practices
- Letter of Understanding #3: Designation of Union Representative
- Letter of Understanding #4: Most Favored Nations
- Letter of Understanding #5: Dues Check-Off
- Letter of Understanding #6: Scheduled Days Off
- Letter of Understanding #7: Grievance Procedure
- Letter of Understanding #8: Optional Voluntary Buyout
- Letter of Understanding #9: Investment in Workforce Development WeTrain Non-Profit
- Letter of Understanding #10: Benefits for Workers with Disabilities
- Letter of Understanding #11: Joint Labor Management Committees


IN WITNESS WHEREOF, we attach our signatures:

ALLIED EMPLOYERS, INC.
For and on behalf of
FRED MEYER, INC.

UNITED FOOD & COMMERCIAL
WORKERS UNION LOCAL NO. 367

DocuSigned by:

 12/28/2020

 713EA4144A26433...
 Scott Klitzke Powers Date
 President

DocuSigned by:

 12/18/2020

 0920100B00B74D6...
 Angel F. González Irizarry Date
 President