

Pioneer Select Market South Bend, Washington
and
United Food & Commercial Workers Union Local No. 367
Retail Meat Cutters Agreement
By and Between

3/19/20 – 3/21/23

This Agreement is made by and between Pioneer Select Market in Pacific County and United Food and Commercial Workers Union Local No. 367. All changes except as specifically designated shall become effective the first (1st) Sunday following the signing of this Agreement.

ARTICLE 1
CONDITIONS OF EMPLOYMENT

1.01 David W. Duncan, Esq., on behalf of Pioneer Select Market hereby recognizes, during the term of this Agreement, United Food & Commercial Workers Union Local No. 367 as the sole and exclusive collective bargaining agency for all employees of the Employer whose job classification is set forth in this Agreement.

1.02 United Food & Commercial Workers Union Local No. 367, for and on behalf of its members, hereby recognizes, during the term of this Agreement David W. Duncan, Esq., on behalf of Pioneer Select Market as the sole and exclusive collective bargaining agent for the Employer who is designated as party to this Agreement.

1.03 Pursuant to and in conformance with Section 8(a)(3) of *The Labor Management Relations Act of 1947*, it is agreed that all employees (including members of the family, except one who shall be exempt as owner) coming under the terms of this Agreement shall make application to join the Union within thirty-one (31) days following the date of employment or within thirty-one (31) days following the signing of this agreement, whichever is the latter, and must maintain membership in good standing for the life of this Agreement and any renewal thereof. The Employer shall discharge any employee as to whom the Union, through its business agent, delivers to the Employer a written notice that such employee is not in good standing. The Employer shall inform the employees of the foregoing requirement at the time they are employed.

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

1.03.2 The Union agrees to hold the Employer harmless for discharges made pursuant to this article.

1.04 No bargaining unit work will be permitted by clean-up employees.

1.05 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, address, phone number (home and/or cell), email (if available) store

number/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 number/work location, department, job classification, wage rate, and date of hire/rehire.

ARTICLE 2 WORKING HOURS

2.01 The straight-time workweek shall be Sunday through Saturday and such straight-time work may be scheduled on daily shifts beginning at 6:00 a.m. or after. Whenever fresh meat is offered for sale at least one (1) Journeyman Meat Cutter must be employed Monday through Saturday in each market for at least eight (8) consecutive hours, exclusive of holidays and exclusive of lunch time each day, between the hours of 6:00 a.m. and 6:00 p.m. Eight (8) consecutive hours, exclusive of the lunch period, shall constitute a day's work, and five (5) full eight (8) hour days shall constitute a workweek. All time worked in excess of eight (8) hours in any one day, in excess of forty (40) hours in any calendar week, or before the employee's scheduled starting time shall be considered overtime and shall be paid for at the rate of one and one-half (1-1/2) times the regular rate of pay. Extra employees shall receive not less than four (4) continuous hours' work or equivalent compensation in any one day ordered to report for work, compensation to begin at the time of reporting for duty. No split shifts shall be allowed. 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.

2.01.1 An optional workweek of four (4) ten (10) hour days may be utilized with the following terms:

- a. This optional workweek must be mutually agreeable between the Employer and the employee;
- b. Employees working this optional workweek shall be guaranteed forty (40) hours per week;
- c. Notice of the optional workweek shall be given by Thursday of the preceding week;
- d. A minimum of two (2) consecutive scheduled days off;
- e. The fifth and sixth day worked in the same workweek shall be paid for at the rate of time and one-half (1-1/2) (except Sunday which shall be paid for at the Sunday rate);
- f. All work over ten (10) hours per day shall be paid for at the rate of time and one-half (1-1/2) the straight-time rate of pay;

- g. In addition to the rest periods provided for in Section 3.01, employees working the four/ten workweek shall be given an additional rest period of ten (10) minutes after the completion of eight (8) hours' work;
- h. Sick leave pay shall begin after sixteen (16) hours missed;
- i. Holidays shall be paid as follows:
 - 1. If the employee is scheduled for forty (40) hours during the holiday week, he/she shall receive eight (8) hours holiday pay for holidays not worked;
 - 2. If an employee is scheduled for less than forty (40) hours during a holiday week, he/she shall receive ten (10) hours holiday pay for holidays not worked.

2.02 In order to give employees as much notice as possible in the planning of their weekly schedules of work, the Employer agrees to post a two week work schedule for all regular full-time and all regular part-time employees by 6:00 p.m. on the Thursday prior to the beginning of the scheduled workweek, and except in cases of emergency, no changes shall be made in said schedule without full forty-eight (48) hours' notice to the employees involved in such changes of schedule. All emergency change of shift hours will be reported to the Union. If they report for work as scheduled, regular full-time employees shall be guaranteed eight (8) hours work per day and forty (40) hours work per week, Sunday through Saturday*, and regular part-time employees shall be guaranteed a minimum of four (4) hours work. These guarantees shall not apply in cases of Acts of God or other emergencies beyond the Employer's control. Employees required to work after 6:00 p.m. on Christmas Eve or New Year's Eve shall be entitled to time and one-half (1-1/2) for all hours worked after 6:00 p.m. on such days. *See Letter of Understanding attached (Scheduling Grievance Settlement).

2.04 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.

2.05 All work performed after 7:00 p.m. shall be paid for at the premium rate of fifty cents (50¢) per hour. Such work shall first be offered to regular employees. However, premium pay shall not be required in addition to overtime pay. Unless scheduled the week before, guaranteed call-in for Sundays shall be eight (8) hours except Service Counter Employees whose guaranteed call-in for Sundays shall be four (4) hours. Minimum call-ins on holidays shall be four (4) hours. When an employee works six (6) days in a workweek, the time and one-half (1-1/2) rate shall be paid for work on the day the least number of hours are worked.

2.06 When fresh meat is offered for sale and a member of the bargaining unit is not on duty in the meat market during such hours, no one other than a member of the bargaining unit shall perform work in the meat market. When a member of the bargaining unit is not on duty, this clause shall

not apply to those products that have been prepared by the meat department employees and are in storage ready for sale, such may be placed in the meat counter by the person in charge of the store, and such action shall not be considered a violation of this clause.

2.07 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. All time worked after eight (8) consecutive days shall be paid at the rate of time and one-half (1-1/2) the appropriate contract rate (excluding Sunday/holiday/premium pay) until a day off is given. Employees requested to work on the ninth (9th) consecutive day shall advise management that they have already worked eight (8) consecutive days.

2.08 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.

ARTICLE 3 REST PERIODS

3.01 There shall be a rest period of at least fifteen (15) minutes in every continuous four (4) hour period of employment. In the event that one shift shall be less than four (4) hours and the other shift shall be four (4) hours or more, there shall be only one (1) rest period, fifteen (15) minutes in the longer shift. Provided, further, any employee who works eight (8) hours in any daily straight-time or night shift shall receive two (2) fifteen (15) minute rest periods, one (1) prior to the lunch period and one (1) after the lunch period. No employee shall be required to work more than three (3) hours without a rest period nor more than five (5) hours without a lunch period.

3.02 The Employer may arrange such rest periods by individual relief or general periods and they shall be as nearly as practicable in the middle of each work period.

3.03 If an employee is scheduled to work two (2) hours beyond the end of his regular straight-time shift, he shall be given an additional rest period of ten (10) minutes at the end of his regular straight-time shift. For each full two (2) hours of overtime work, an employee shall be entitled to an additional ten (10) minute rest period.

3.04 Any rest period interval shall cover time from stopping work and returning thereto.

ARTICLE 4 MINIMUM RATES OF PAY

4.01 Increases are 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.

In no event shall any wage classification be less than ten cents (10¢) per hour above the then current Washington state minimum wage. Effective January 1, 2016, each rate will be at least ten cents (10¢) per hour higher than the previous rate in the progression schedule.

Sunday Rates: For Meat Cutter and Meat Wrapper employees hired prior to March 14, 2011, all work performed on Sundays shall be at the rate of time and one third (1.333) the straight-time hourly rate. For Service Counter employees hired prior to March 14, 2011, all work performed on Sundays shall be at the rate of 1.2 times the straight-time hourly rate. For all employees hired on or after March 14, 2011, Sunday rates will be \$1.00 per hour over the employee's regular straight-time hourly rate.

4.01.1 Meat Cutters

For employees hired before March 14, 2011: The progression step hours were not printed, however they still exist for employees that were hired prior to 2011 that transfer between Appendices.

For employees hired on or after March 14, 2011:

Classifications	Current	3/22/20	1/1/21^	3/21/21^	1/1/22^	3/20/22^	1/1/23^
Market Manager	\$24.05	\$24.60	\$24.60	\$25.15	\$25.15	\$25.70	\$25.70
Journeyperson	23.05	23.60	23.60	24.15	24.15	24.70	24.70
	Current	3/22/20	1/1/21^	3/21/21^	1/1/22^	3/20/22^	1/1/23^
6 th 6 months	19.70	19.70					
5 th 6 months	18.15	18.15					
4 th 6 months	16.60	16.60					
3 rd 6 months	15.06	15.06					
2 nd 6 months	13.70	13.70					
1 st 6 months	13.60	13.60					

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

4.01.2 Meat Wrappers

For employees hired prior to March 20, 2005: The progression step hours were not printed, however they still exist for employees that were hired prior to 2005 that transfer between Appendices.

Employees hired on or after March 20, 2005:

Classifications	Current	3/22/20	1/1/21[^]	3/21/21[^]	1/1/22[^]	3/20/22[^]	1/1/23[^]
Journey person	\$20.50	\$21.05	\$21.05	\$21.60	\$21.60	\$22.15	\$22.15
	Current	3/22/20	1/1/21[^]	3/21/21[^]	1/1/22[^]	3/20/22[^]	1/1/23[^]
Next 520 hrs.	14.30	14.30					
Next 1040 hrs.	14.20	14.20					
Next 1040 hrs.	14.10	14.10					
Next 1040 hrs.	14.00	14.00					
Next 1040 hrs.	13.90	13.90					
Next 1040 hrs.	13.80	13.80					
Next 1040 hrs.	13.70	13.70					
1st 1040 hrs.	13.60	13.60					

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

4.01.3 Service Counter Employees: 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 products 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. When a Meat Cutter or Meat Wrapper is not on duty, the Service Counter employee may stock the self-service case with products that have been prepared by Meat Cutters or Meat Wrappers and are in storage ready for sale. Service Counter employees may perform work in the self-service deli. 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 customer purchase, provided the store has a designated Lead Service Counter employee. Service Counter employees performing work in the self-service deli shall be paid for such work at the Wrapper rate of pay in the corresponding progression bracket. Service Counter employees scheduled to work in the self-service deli shall have such scheduled time designated on the work schedules.

Lead Service Counter employees shall be a separate classification at the option of the Employer. Service Counter employees assigned to the Lead position shall not lose their seniority status. Seniority shall not apply in the selection of the Lead Service Counter employee. This position shall apply to the employee assigned by management the responsibilities of scheduling and directing the work within the Service Department. Employees assigned the above responsibilities shall be classified as Lead Service Counter employees.

4.01.4 Service Counter Employees

Classifications	Current	3/22/20	1/1/21[^]	3/21/21[^]	1/1/22[^]	3/20/22[^]	1/1/23[^]
Lead S/C	\$16.80	\$17.40	\$17.40	\$18.00	\$18.00	\$18.60	\$18.60
Journey person	16.30	16.90	16.90	17.50	17.50	18.10	18.10
	Current	3/22/20	1/1/21[^]	3/21/21[^]	1/1/22[^]	3/20/22[^]	1/1/23[^]
Next 520	14.30	14.30					
Next 1040 hrs.	14.20	14.20					
Next 1040 hrs.	14.10	14.10					
Next 1040 hrs.	14.00	14.00					
Next 1040 hrs.	13.90	13.90					
Next 1040 hrs.	13.80	13.80					
Next 1040 hrs.	13.70	13.70					
1st 1040 hrs.	13.60	13.60					

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

Sunday Rates: All work performed on Sundays shall be at the rate of 1.2 times the straight-time hourly rate. Employees hired on or after March 14, 2011, shall receive \$1.00 per hour over the employee's regular straight-time wage rate for all hours worked on Sunday.

4.02 Matters concerning apprentices shall be as provided in the Grays Harbor Meat Cutters Joint Apprenticeship Standards as approved by the Joint Apprenticeship Committee and the Washington State Apprenticeship Council. (Notwithstanding the above, no Apprentice to Journey person ratio shall apply and Apprentices may work alone in the market.)

4.03 **Expanded Wrapper Duties:** 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; and use the slicing machine or cube steak machine to serve a customer.

4.04 **Service Counter Employee Promotion.** Meat Service Counter employees who are promoted to another position under Grocery Appendix "B" or "C" shall remain at their current wage rate, but shall be given credit for prior hours of experience toward their new progression.

Meat Service Counter employees who are promoted to a Wrapper position or a position under Grocery Appendix "A" shall remain at their current wage rate until accumulating 2080 hours and then shall progress to the next higher rate in the progression and then continue their progression under the Wrapper or Appendix "A" progression.

4.05 For the purpose of computing months of experience under paragraph 4.01 of this section, one hundred seventy-three and one-third (173-1/3) hours of employment in the retail-wholesale meat industry shall be counted as one 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 month.

4.06 All employees shall be paid not less frequently than every two (2) weeks on a regular basis.

4.07 Sixty (60) days prior to the introduction of any new methods of operation into the bargaining unit that would create the need for a new work classification and rate of pay for such new classification, the Employer shall notify the Union of any such new methods, including a description of work being performed and the wage rate assigned. Any question as to the adequacy of the wage rate established for the new job classification shall be presented in writing by the Union within ten (10) calendar days following the Employer's written notice to the Union, and shall be subject to negotiation and if not agreed upon, shall be subject to the grievance procedure as set forth in Article 15 of this Agreement. If, through the procedure set forth in Article 15, it is determined that the wage rate assigned by the Employer should be adjusted, such adjustment shall be retroactive to the date that such new method is put into effect.

ARTICLE 5 RETIREMENT PROGRAM

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

Each 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, each 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 of the terms of the Kroger Pension Agreement have been met, Kroger will no longer participate in the Sound Retirement Trust.

5.02 Contributions shall be paid on all compensable hours up to a maximum of one hundred and seventy-three hours (173) per calendar month. The term "compensable hours" shall have the same meaning as set forth in Article 8 - Health and Welfare.

5.03 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 amounts, and the accurate reporting and recording of such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for within the time specified shall be a breach of this Agreement.

5.04 Employer Contributions:

5.04.1 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-1 (Albertsons/Safeway) to the parties’ Health & Welfare and Pension Agreement:

	Meat Cutters & Wrappers	Service Counter
Base	\$0.45	\$0.225
Past Rehab Incr.	\$0.794	\$0.794
Current Total	\$1.244	\$1.019
Rehab Plan Increases This Term		
April 2020 hours (\$0.03)	\$1.274	\$1.049
July 2020 hours (+\$0.10)	\$1.374	\$1.149
Jan. 2021 hours (+\$0.076)	\$1.450	\$1.225
July 2021 hours (+\$0.10)	\$1.550	\$1.325
Jan. 2022 hours (+\$0.076)	\$1.626	\$1.401
July 2022 hours (+\$0.10)	\$1.726	\$1.501
Jan. 2023 hours (+\$0.076)	\$1.802	\$1.577

5.04.2 Upon the effective date of the new future service defined benefit variable plan (“Sound VAP Trust”), Albertsons/Safeway/Similarly Situated Employers will continue to contribute to the Sound Retirement Trust at the rates stated in the chart in Section 5.04.1 above, LESS fifty-five cents (\$0.55) per hour per Attachment A-1 (Albertsons/Safeway) to the Health & Welfare and Pension Agreement.

5.05 Sound VAP Trust Employer Contributions: Upon the effective date of the new future service defined benefit variable plan (“Sound VAP Trust”), each employer will contribute for each eligible employee to the Sound VAP Trust in accordance with Attachment A-1 (Albertsons/Safeway) to the Health & Welfare and Pension Agreement.

5.06 The Union shall have the right to defer any contractual Journeyman wage increase arising during this contract into the Pension Plan. The Union shall decide whether and for how

long such deferral will last. Such additional contribution shall go to deficit reduction, and not to increase the benefit credit. The details of the deferral are subject to review and approval by the trustees and trust counsel.

5.07 The contribution referred to in Article 5 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 first day of the month.

5.07 The Board of Trustees of the Sound Retirement Trust shall have the authority to establish and enforce a method of 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 are 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.

5.8 Pension Protection Act ("PPA"). Prior to the merger, this Agreement is to be subject to the Washington Meat Industry Pension Trust Rehabilitation Plan (last modified January 17, 2014). Post-merger, this Agreement is to be subject to the 2015 Plan Year Rehabilitation Plan adopted by the Sound Retirement Trust Board of Trustees, as revised December 5, 2019.

ARTICLE 6 SICK LEAVE

6.01 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.

6.02 Sick leave pay shall be accrued by an employee depending upon the number of straight-time hours worked, (including paid vacations 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>
1248 - 1679	24
1680 - 1999	32
2000 or more	40

6.03 Sick leave pay, to the extent it has been earned, shall begin on the third (3rd) working day of illness or injury or first (1st) day of hospital confinement, shall continue for each working day of illness or injury thereafter, and shall be in an amount per day equal to the average number of straight-time hours worked per day by the employee during the past twelve (12) months; provided 1) the daily total of sick leave pay under this Article and disability payments provided by the Health and Welfare Plan shall not exceed the contract rate for one (1) eight (8) hour day; and 2) not more than five (5) days' sick leave pay shall be required in any one (1) workweek. For purposes of this Article, disabling outpatient surgery will be treated as hospitalization.

6.04 Sick leave pay shall be cumulative from year to year, but not to exceed a maximum of one hundred and sixty (160) hours. Sick leave pay must be earned by employment with one (1) Employer.

6.05 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 return to work, provided the Employer has given the employee reasonable advance notice. The Employer agrees to not automatically require a doctor's note when employees call in sick.

6.06 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.

6.07 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 will not exceed the average earnings of that employee for the six (6) workweeks prior to his/her absence.

6.08 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 6.01 through 6.07 above.

ARTICLE 7 JURY DUTY

7.01 After their first year of employment, employees who are regularly employed twenty-four (24) hours or more per week who are called for service on a superior court or Federal District court jury shall be excused from work for the days on which they serve and shall be paid the difference between the fee they receive for such service and the amount of straight-time earnings lost by reason for such service up to a limit of eight (8) hours per day and forty (40) hours per week; 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 ($\frac{1}{2}$) of his normal workday. In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of jury pay received. This clause shall not apply to an employee who volunteers for jury duty.

7.02 Witness Duty: Employees required to appear in court or in legal proceedings on behalf of their Employer during unscheduled hours, shall receive compensation at their regular straight-time hourly rate of pay only for the time spent in making such appearance, less any witness fees received. No other provision of this Agreement shall apply to this section.

7.03 If an employee is required to appear on behalf of his/her 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 8 HEALTH AND WELFARE/DENTAL

8.01 Each Employer and the Union agrees 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. Each 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.

8.02 The Employers 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.

8.03 The details of the benefit program 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.

8.04 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.

8.04.1 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.

8.05 The failure of an insurance carrier, medical service contractor, or the Trust, to provide the benefits specified in a policy, contract, or benefit plan sponsored by the Trustees, shall result in no

liability to the Employers party to this Agreement or constitute a breach of any of the obligations which the Employers have undertaken in this Agreement.

8.06 The term "compensable hour" shall mean any hour for which any employee receives any compensation required by this Agreement.

ARTICLE 9 BEREAVEMENT LEAVE

9.01 When seniority is acquired, employees shall be allowed up to three (3) days off with pay for loss of their normal scheduled days of work due to the death of an immediate member of their family. Immediate family shall be defined as spouse, son, daughter, mother, father, brother, sister, mother-in-law or father-in-law, grandparents, stepchildren, grandchildren, current step-mother, current step-father, domestic partner or relatives residing with the employee. 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 day off, holidays, vacation, or any other day in which the employee would not in any event have worked. Bereavement leave shall be paid for at the employee's regular straight-time hourly rate.

ARTICLE 10 HOLIDAYS

10.01 The following shall be recognized as holidays with pay for regular full-time employees who have acquired seniority. For employees hired on or after March 13, 2011, the initial wait for holiday eligibility shall be six consecutive months.

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

Employees with one (1) year of continuous service with the Employer shall receive three (3) personal days as paid holidays each year to be scheduled as mutually agreed. Employees shall give the Employer thirty (30) days' notice prior to the days requested as personal holidays. By mutual agreement between the Employer and employee, the employee may receive payment, at the straight-time rate, in lieu of such personal holidays.

10.01.1 For employees hired after March 15, 2014: Employees with one year of continuous service with the employer shall receive one personal day, two personal days after two years, and three personal days after three years. Personal days to be scheduled as mutually agreed.

10.02 Employees, provided they work the hours as specified below 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 as follows:

<u>Hours Worked in Holiday Week</u>	<u>Hours of Holiday Pay</u>
20 - 31 inclusive	4
32 or more	8

10.03 Employees who qualify for holiday pay as specified in section 10.02 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 paragraph 10.01 of this article, providing an employee who refuses to work such days shall not be discriminated against.

10.04 A part-time employee may receive holiday pay if they normally work twenty-four (24) hours in seven (7) of the eight (8) weeks preceding the holiday.

10.05 The requirement to work sometime during the holiday week shall be waived when an involuntary absence is caused by an on-the-job accident or illness that is incurred in the week prior to the holiday week and is determined to be covered by State Industrial Insurance.

10.06 Work on Thanksgiving Day and Christmas Day shall be on a voluntary basis; however, if there are insufficient volunteers, employees shall be scheduled on an inverse seniority basis by store.

10.07 It is understood and agreed that holidays shall not be considered as days worked for the purpose of computing weekly overtime.

ARTICLE 11
VACATIONS

11.01 Employees on the first anniversary date of their employment (after the first (1st) year of continuous employment) shall be entitled to a vacation with pay at their straight-time hourly rate based upon the number of straight-time hours worked in the preceding twelve (12) months as follows:

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

11.02 Employees on the second 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 vacation with pay at the hourly rate in effect at the time vacation is paid and based upon the number of hours worked in the preceding twelve (12) months as follows:

<u>Hours Worked</u>	<u>Hours of Paid Vacation</u>
1000 to 1200	40
1200 to 1600	48
1600 to 2000	64
2000 to 2288	80
2288 to 2496	88
2496 or more	96

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

<u>Hours Worked</u>	<u>Hours of Paid Vacation</u>
1000 to 1200	60
1200 to 1600	72
1600 to 2000	96
2000 to 2288	120
2288 to 2496	132
2496 or more	144

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

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

11.05 Regular employees, who average twenty (20) hours or more per week, who terminate or are terminated (termination 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 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.

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

11.07 Employees whose vacations are scheduled during a holiday week shall receive holiday pay provided for under the terms of Article 10, paragraph 10.02 of this Agreement, in addition to vacation pay.

11.08 It is hereby understood and agreed that in computing "Hours of Paid Vacation" for full-time employees (employees who regularly appear on the payroll for forty (40) hours or more per week), the terms of Article 11, paragraph 11.01, 11.02, 11.03, and 11.04 shall be applied so that working time lost up to a maximum of one hundred sixty (160) hours, verified cases of sickness or accident, or other absence from work approved by the Employer shall be counted as time worked. In determining the number of hours of paid vacation to which an employee is entitled, there shall be no deduction from his bank of hours due to absence from work because of vacation or holiday time earned and taken under this Agreement.

ARTICLE 12 GENERAL CONDITIONS

12.01 The Employer shall bear the expense of furnishing and laundering aprons, shop coats and smocks, for all employees under this Agreement. If an Employer requires employees to wear uniforms or other types of apparel, the Employer shall bear the expense of furnishing a minimum of three (3) per employee. Where the apparel is of a drip-dry fabric, the employee shall launder his or her own. Worn or damaged uniforms shall be replaced in a timely manner. The Employer shall bear the expense of sharpening of all tools.

12.02 The Employer agrees to display the Union Card of the United Food and Commercial Workers International Union which is the property of the Union and cannot be sold and may be

withdrawn for violation of this Agreement. Where no contract is signed, the Union Shop Card shall be considered as this Agreement.

12.03 Union members shall not be expected to perform acts contrary to accepted Union principles.

12.04 Members of the Union shall be free to accept employment in any market when it is to their benefit to do so. No one shall be discriminated against for upholding lawful Union principles. No individual agreement may be made between Employer and employee.

12.05 In order that the Business Representative of the Union shall not interfere with the work of the employees, any employee being in arrears in the payment of Union dues shall be required to give his consent in writing to the Employer before any of his wages may be turned over to the Union or its officers in payment of such dues.

12.06 The jurisdiction of Local No. 367 covers, on an as-needed-basis, the cutting, handling, pricing and sale of all meats, fish, poultry and rabbits in the area covered by this Agreement in either service or self-service markets.

12.06.1 Items currently considered Meat Department items shall continue to be considered Meat Department items, and new items of a like nature whether fresh, frozen, pre-cut, pre-priced, etc., shall be within the jurisdiction of Local No. 367 as described above regardless of where they may be offered for sale in the store.

12.07 Employees relieving others for lunch and using their own cars shall be paid at the current local federal car allowance rate.

12.08 Required store meetings shall be paid for at the straight-time hourly rate, and shall be considered time worked for the purpose of computing weekly overtime in accordance with the provisions of the Agreement. Article 2.01, 2.02, and 2.03 shall not apply to this provision.

12.08.1 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.

12.09 It is expressly understood that employees receiving more than the minimum compensation or enjoying more favorable working conditions 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.

12.10 The Employer shall be responsible for payment of 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.

12.11 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 13 SENIORITY, LAYOFFS AND DISCHARGE

13.01 Seniority shall prevail in layoffs for all employees after working four hundred thirty-five (435) compensated hours within a one hundred fifty (150) consecutive calendar day period or a consecutive twenty-one (21) week period. Once an employee has worked four hundred thirty-five (435) compensated hours in one hundred fifty (150) calendar days or twenty-one (21) weeks, his or her seniority will date back to the date the one hundred fifty (150) calendar days or twenty-one (21) weeks began. An employee's seniority date shall also be considered their anniversary date for all purposes under this Agreement. Each Employer shall have the option, on a Company-wide basis, of applying either the one hundred fifty (150) consecutive calendar day period or a twenty-one (21) consecutive week period under this section. The seniority status of employees hired on the same day shall be determined by the Employer with notification to the Union.

13.01.1 Service Counter employees shall attain seniority after ninety (90) calendar days with the Employer.

13.01.2 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.

13.01.3 Seniority shall be broken, and the employee's service shall be terminated for the following reasons:

- a. Voluntary quit;
- b. Discharge in accordance with sections 13.02 and 13.02.1;
- c. Absence caused by a layoff in excess of six (6) months;
- d. Absence caused by an illness or non-occupational injury of more than nine (9) months unless a longer period is mutually agreed upon between the Employer and the Union;

- e. Absence caused by an occupational injury of more than eighteen (18) months unless a longer period is mutually agreed upon between the Employer and the Union;
- f. Failure to return from a leave of absence in accordance with Article 14.

13.01.4 There shall be established three (3) separate seniority groups: 1) Journeyperson Meat Cutters and Apprentice Meat Cutters; 2) Wrappers; 3) Service Counter Employees.

- a. Wrappers desirous of promotion to Apprentice Meat Cutter status shall make their desires known to the Company, in writing, and such employees shall be given first consideration for such vacancies. Selection to fill the vacancies shall be made on the basis of Company seniority within the geographical jurisdiction of the Local Union, ability and qualifications being relatively equal.
- b. A Wrapper promoted to Apprentice Meat Cutter shall have a ninety (90) day trial period. Said trial period shall not jeopardize the employee's former classification or seniority. There shall be no reduction in pay to any Wrapper as a result of promotion to Apprentice Meat Cutter, 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.
- c. Service Counter employees desirous of promotion to Wrapper or Apprentice Meat Cutter shall make their desires known to the Company, in writing, and such employees shall be given first consideration for such vacancies. Selection to fill the vacancies shall be made on the basis of Company seniority within the geographical jurisdiction of the Local Union, ability and qualifications being relatively equal.
- d. A Service Counter employee promoted to Wrapper or Apprentice Meat Cutter shall have a ninety (90) day trial period. Said trial period shall not jeopardize the employee's former classification or seniority. There shall be no reduction in pay to any Service Counter employee as a result of promotion to Wrapper, or Apprentice Meat Cutter, i.e., the Service Counter employee rate of pay shall apply until such time as the Wrapper/Apprentice rate exceeds the Service Counter rate, at which time the Apprentice rate shall apply.
- e. When a Wrapper is promoted to an Apprentice Meat Cutter and/or a Service Counter employee is promoted to a Wrapper, the length of service as a Wrapper and/or Service Counter employee shall be counted in their seniority.

13.01.5 Journeymen promoted to Head Meat Cutter shall not lose their seniority status. Seniority shall not apply in the selection of Head Meat Cutter.

13.01.6 For the purpose of the above paragraphs of this Section, seniority shall prevail on a Company-wide or a Company-district basis within the jurisdiction of this Agreement; except as provided in Section 13.03; provided, where an employee is transferred to a

different area with the same Employer within the geographic jurisdiction covered by the Collective Bargaining Agreement between the Employer and United Food and Commercial Workers Local Unions, 21 and 367, the transferred employee shall retain all seniority rights with the Employer but shall not be entitled to exercise such rights until the expiration of six (6) months, after the date of transfer, at which time his or her seniority shall be based upon the original seniority date with the Employer, regardless of area. However, during such period of six (6) months, the transferred employee shall accrue seniority rights in the new area from the date of transfer and shall retain all seniority rights in the area from which he or she was transferred. Such transfers shall be by mutual agreement between the Employer and employee. The affected Local Unions shall be notified of such transfers.

- a. If the transferred employee is laid off in the new area (prior to the six (6) month period) he or she shall have the option of either remaining on layoff in the new area or returning to the original area in accordance with his or her seniority. The option to return to the original area must be exercised, in writing to the Employer, within two (2) weeks of layoff in the new area or this option is waived and no longer applicable. A reduction of weekly hours shall not be considered a layoff.
- b. If the transferred employee has acquired seniority in the new area, is laid off (prior to the six (6) month period) and returns to the original area, his or her seniority in the new area shall not apply until recalled.
- c. If the transferred employee is recalled to the new area, he or she shall then have the option of returning to the new area or remaining in the original area; provided:
 1. If the employee chooses not to accept recall to the new area, all seniority rights in that area are forfeited.
 2. If the employee chooses to accept recall to the new area, the total accumulated time since the original transfer date shall apply to the six (6) month period.
- d. Once the six (6) month period is completed in accordance with the above, the employee shall be considered transferred and shall have no rights to return to the original area.

13.02 The Employer reserves the right to discharge or discipline any person for just cause.

13.02.1 After an employee has been continuously employed for a period of three (3) months, the Employer shall give the employee one (1) written warning, with a copy to the Union, prior to discharge, except in cases of discharge for drunkenness, dishonesty or other just cause. A warning notice shall not remain in effect for a period of more than six (6) months.

13.02.2 In order for the Employer to have ample time in which to properly evaluate the performance of an employee, it is hereby agreed that the Employer has ninety (90) calendar days after the initial date of employment in which to evaluate that employee for continued

employment. Within said ninety (90) calendar day period, the Employer may terminate the employee without recourse from the Union. This ninety (90) day period shall be extended by the amount of time the employee is absent from or unavailable for work due to medical reasons during the probationary period. The employer must notify both the employee and the union in writing, prior to the completion of the probationary period, of their intent to extend the probationary period.

13.03 Seniority for Service Counter employees shall be applied on an individual store basis, (it was agreed that scheduling of hours would continue in the same manner except on an individual store basis), provided further, that where, on an individual store basis, there is a reduction in the number of employees who hold seniority within the Service Counter employee classification, the affected employee so reduced may displace the most junior employee of the Employer in the same classification within the geographical 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.

13.04 Employees laid off in one seniority group shall be given the opportunity to accept a permanent vacancy in a lower seniority group before hiring a new employee for such vacancy.

13.04.1 If the laid off employee accepts the vacancy, he shall be considered as a new employee in such seniority group including probationary period, seniority, and wages, but shall retain his seniority in the seniority group from which he was laid off for six (6) months as provided in Section 13.01.3. The laid off employees shall retain their length of service with the Company for purposes of vacations, sick leave, leave of absence, and jury duty. If the laid off employee remains in the new seniority group for six (6) months, he shall then retain his original seniority date.

13.04.2 If the laid off employee is recalled to a permanent vacancy in the seniority group from which he was laid off, he shall have the option of returning to his original seniority group, at which time he shall relinquish all seniority rights in the new seniority group or remain in the new seniority group, at which time he shall relinquish all seniority rights in the original seniority group.

ARTICLE 14 LEAVE OF ABSENCE

14.01 Regular 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:

14.01.1 Illness or non-occupational injury which requires absence from work;

14.01.2 Pregnancy; and

14.01.3 Serious illness or injury in the employee's immediate family.

14.01.4 When one of the reasons above is given for the requested leave of absence, the employee will, upon request from the Employer, provide the Employer with a doctor's verification.

14.02 Leaves for personal reasons may be granted by agreement between the Union, the Employer and the employee regardless of length of service.

14.02.1 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.

14.02.2 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.

14.03 Any request for a leave of absence under the terms of Sections 14.01 and 14.02 shall be in writing and state the following information:

14.03.1 Reasons for such request;

14.03.2 Date leave is to begin; and

14.03.3 Date of return to work.

14.04 Any leave of absence with the exception of Section 14.01.3 may run to a maximum of nine (9) months unless a longer period is mutually agreed upon between the Employer and the Union.

14.05 Leaves due to occupational injuries shall be granted for a period up to eighteen (18) months unless a longer period is mutually agreed upon between the Employer and the Union.

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

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

14.08 The Employer shall give to the employee, with a copy to the Union, a letter stating all of the conditions agreed upon for such leave of absence.

ARTICLE 15 GRIEVANCE PROCEDURE

15.1 DISPUTE RESOLUTION

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 reserve the union's right to challenge the warning if it is used as progressive discipline in the future.

15.2 GRIEVANCE PROCEDURE

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 on all parties. 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.

The moving party shall request a panel of thirteen (13) arbitrators from FMCS. When selecting an arbitrator, the parties shall take turns striking names off the list until one remains. The moving party shall notify the arbitrator of their selection and request dates of availability.

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..

15.2.1 The losing party shall pay the cost of the arbitrator. The parties agree that the arbitrator has the authority to determine appropriate proration 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.

15.2.2 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) calendar days immediately following the date of discharge or suspension.

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

15.03 During the process of making adjustments under the rule and procedure set forth in paragraph 15.01 above, no strike or lockout shall occur.

15.04 No grievance or claim of violation of this Agreement shall be recognized unless presented in writing within thirty (30) days of the date of the occurrence causing the complaint or grievance, except in case of discharge, which must be presented within fifteen (15) days; otherwise, the right of protest shall be deemed to have been waived. During the process of making adjustments under the rule and procedure set forth in paragraph 15.01 above, no strike or lockout shall occur. In the event the claim is one for additional wages, any such claim shall be limited to additional wages, if any, accruing within the ninety (90) day period immediately preceding the date upon which the Employer received notice in writing of the claim.

15.05 The payment of any wages computed at a lower rate than herein provided shall constitute a violation of this Agreement, as will any agreement or release or waiver contravening the spirit and condition of this Agreement. However, no claim arising under this Agreement shall be recognized unless presented in writing to the Employer or his representative within thirty (30) days of its first occurrence.

15.6 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.

15.7 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 16
SEPARABILITY

16.01 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 a sixty (60) day written notice by either party, be renegotiated for the purpose of an adequate replacement.

ARTICLE 17
NON-DISCRIMINATION

17.01 The parties to this Agreement acknowledge their responsibilities under *Title VII of the Civil Rights Act of 1964* and do hereby agree not to discriminate on the basis of race, color, religion, sex, age, national origin, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental, or physical disability or any reason mandated by state or federal or city statute.

17.02 Where the masculine or feminine gender has been used 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 or any other provisions.


ARTICLE 18
DURATION OF AGREEMENT


18.01 This Agreement shall be effective from March 19, 2020, through March 21, 2023, and shall continue in full force and effect from year to year thereafter, unless either party serves written notice of desire to amend or terminate at least sixty (60) days prior to the expiration date or any anniversary thereafter.

18.02 If any owner or Employer hereunder sells, leases or transfers his business or any part thereof, whether voluntary, involuntary or by operation of law, it shall be his obligation to advise the successor, lessee or transferee of the existence of this Agreement and shall be obligated to retain the employees with their seniority intact and shall assume all other obligations of this Agreement including but not limited to all of the obligations owing for the fringe benefits, Health and Welfare, Prescription Drug, Dental and Pension Trusts.

David W. Duncan, Esq.
On Behalf of Pioneer Select Market

UFCW Union Local No. 367
6403 Lakewood Drive W
Tacoma, WA 98467

 3/15/21
David W. Duncan, Esq. Date

 3/15/21
Angel F. Irizarry, President Date

LETTER OF UNDERSTANDING #1
MOST FAVORED NATIONS

This Letter of Understanding is by and between David W. Duncan on behalf of Pioneer Select Market and UFCW Union Local No. 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 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 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 #2
DUES CHECK-OFF

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

a. Union Dues Check-Off

On a monthly or 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 within twenty (20) days of such deductions. Said deduction authorizations shall be in such form as to conform with Section 302(c) of the *Labor Management Relations Act of 1947*. Union dues will be deducted from employee paychecks on a prorated weekly basis instead of once a month all at once from one paycheck.

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 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 same to the Union monthly.

LETTER OF UNDERSTANDING #3
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.

LETTER OF UNDERSTANDING #4
SCHEDULING GRIEVANCE SETTLEMENT

This Agreement is to confirm the resolution of a dispute that has arisen between UFCW Local 81 and Fred Meyer, Inc., over the proper method of scheduling Meat Cutters and Meat Wrappers. The dispute concerned the proper application of three prior unpublished arbitration awards: Food Industry, Inc. and A.M.C. Local 81 (Peck, 1966), Allied Employers, Inc. and A.M.C. Local 81 (Gillingham, 1970), and Olson's Foods, Inc. and UFCW Local 44 (Tinning, 1995). The parties agree to resolve their dispute as follows:

The Employers agree that the Tinning decision is null and void and that Meat scheduling must be carried out according to the Peck and Gillingham decisions (daily seniority) as per the practice in the industry over the last three decades. In consideration for that agreement, the Unions agree that the Employer may schedule meat department employees for forty hours per week Sunday through Saturday (instead of Monday through Saturday).

Because the involved language is identical to language in several other labor agreements in Western Washington, and given that the parties to those agreements agree that this is a fair and proper resolution of the dispute, it is the intent of all parties below that this Agreement shall apply to each of the labor agreements listed in Attachment A.

The parties hereby agree to the following Letters of Understanding:


Letter of Understanding #1: Most Favored Nations

Letter of Understanding #2: Dues Check-Off

Letter of Understanding #3: Optional Voluntary Buyout

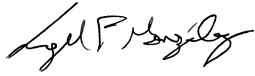
Letter of Understanding #4: Scheduling Grievance Settlement

David W. Duncan, Esq.
On Behalf of Pioneer Select Market

 3/15/21

David W. Duncan, Esq. Date

UFCW Union Local No. 367
6403 Lakewood Drive W
Tacoma, WA 98467

 3/15/21

Angel F. Irizarry, President Date