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# AGREEMENT

By and Between

ALLIED EMPLOYERS, INC.
on behalf of
SAFEWAY, INC.
and
UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL NO., 1439

Grocery
(Spokane)

Signed:
Effective: October 7, 1990
To: January 1, 1994

1/94

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SPOKANE GROCERY AGREEMENT
By and Between
ALLIED EMPLOYERS, INC.
on behalf of
Safeway, Inc.
and
UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL #1439
1990 - 1994

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This Agreement is made and entered into this 7th day of October, 1990 between the United Food and Commercial Workers Union, Local #1439, chartered by United Food and Commercial Workers International Union, AFL-CIO, party of the first part, hereinafter referred to as the Union, and Safeway, Inc., represented by Allied Employers, Inc., their successors and/or assigns, party of the second part, hereinafter referred to as the Employer, agree:

That for the mutual benefit of the parties hereto, the following shall be the scale of wages, the limitations of hours, and the rules and working conditions to be observed by both parties to this Agreement, to become effective October 7, 1990, through January 1, 1994.

ARTICLE 1 - RECOGNITION

1.1 The Employer hereby recognizes during the term of this Agreement United Food and Commercial Workers Union, Local #1439, United Food and Commercial Workers International Union, AFL-CIO, as the sole and exclusive collective bargaining agency for a unit consisting of all employees whose classifications of employment are set forth herein, in all stores of the Employer's present and future retail establishments located in the Spokane metropolitan area and vicinity within the jurisdiction of Local #1439, with respect to rates of pay, hours, and other conditions of employment.

ARTICLE 2 - UNION SECURITY

2.1 It shall be a condition of employment that all employees of the Employer 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.

2.2 Upon failure of any employee to comply with the provisions of paragraph 2.1 of this Article, the Union may then notify the Employer in writing of such failure and that they have strictly complied with the necessary procedural steps pursuant to the International Constitution and Local Union Bylaws in making its demand for termination, and that the demand for termination is made for no other reason than the employee's failure to pay the dues and initiation fees uniformly required by the Union for membership in the Union, pursuant to the Union Security clause. Termination shall become effective seven (7) days following date of notice. The Union agrees to hold the Employer harmless for discharges made pursuant to this Article.

2.3 The Employer agrees that the manager or assistant manager in each store shall, upon request, make available to the Union a list of the names, hours worked, and hourly rates of pay of all employees of the bargaining unit.

2.4 It is agreed the Employer shall send to the Union office a postcard indicating the name, hire date, address, Social Security number, classification, store, and location for all new employees, not later than thirty-one (31) days from the date of employment. These prepaid postcards shall be furnished by the Union.

ARTICLE 3 - EXEMPTIONS

3.1 A bonafide store owner, store manager, and assistant manager shall not be required to be a member of the Union. In addition, all service deli managers, and four (4) separate file maintenance clerks of existing stores, shall be exempt on a voluntary or attrition basis. New stores shall recognize all of the foregoing positions as exempt.

ARTICLE 4 - DISCHARGE

4.1 No employee shall be disciplined or discharged except for just cause, provided, however, that the Employer shall be the judge of the competency and qualifications of his employees, and provided further that no employee shall be discharged or discriminated against for any lawful Union activity or for performing service on a Union committee outside of business hours, or for reporting to the Union the violation of any provisions of this Agreement. It is agreed that, upon request, the representative of the Union will be given the reason for discharge in writing. A committee of not less than two (2) representatives from the Employer and two (2) representatives from the Union shall review any case of discharge in the event either party desires such a review. The Employer has sixty (60) days after the initial date of hire to evaluate an employee for continuous employment. Within the sixty (60) day period, the Employer may terminate the employee without recourse from the Union.

ARTICLE 5 - HOURS

5.1 All work performed in excess of forty (40) hours per week, five (5) days per week, eight (8) hours in one (1) day, shall be paid for at time and one-half (1½) the employee's straight-time hourly rate of pay. There shall be an interval of not less than ten (10) hours between regular shifts for all employees. An employee who is not allowed one (1) ten (10) hour interval between regular shifts shall be paid at the rate of time and one-half (1½) for time worked prior to the expiration of the ten (10) hour interval.

5.2 Part-time employees working six (6) days per week shall receive time and one-half (1½) for hours worked on the shortest day of employment.

5.3 Employees working over five (5) consecutive hours shall be entitled to a lunch period of not less than one-half (½) hour nor more than one (1) hour. Lunch periods shall be posted and followed as nearly as practical. Such lunch period shall be scheduled not earlier than two (2) hours, nor later than five (5) hours after the commencement of an employee's work shift.

5.4 There shall be a rest period of at least ten (10) minutes in every continuous four (4) hour period of employment. In the event that the one (1) 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 of fifteen (15) minutes in the longer shift. All rest periods shall be on the Employer's time and shall cover time from stopping work and returning thereto. Relief periods shall be uninterrupted if possible.

5.5 The checking of monies and cash registers shall be done on the Employer's time.

5.6 No employee shall be required to take time off in lieu of overtime pay.

5.7 Weekly work schedules for employees shall be posted by the Employer no later than 6:00 p.m., Thursday before the start of the workweek, and any alteration in such work schedule changing the employees' days off must be made not later than Saturday noon. It is understood that the established work schedule may be changed as required by unexpected developments, such as illness of employees, accidents, reduction in business, etc. The Employer will attempt to advise the affected employee of any schedule changes which occur after noon Saturday. Schedule changes which reduce an employee's hours after an employee has reported to duty as scheduled will be made only in cases of emergency. The work schedule (made out in ink) will include the name of the employee, starting time and ending time, and days off.

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

5.9 No employee, other than Helper Clerk, shall be required to work less than four (4) continuous hours in any one day on which ordered to report for work if they report on time and are available for such hours.

5.10 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 unauthorized practice shall be subject to discipline, which may include termination. Likewise, the Employer shall not encourage, intimidate, or coerce an employee to perform "off-the-clock" work.

ARTICLE 6 - HOLIDAYS

6.1 The following days shall be considered as holidays for nonprobationary employees (employees hired after 12/20/84 shall have a five (5) month waiting period):

New Year's Day (January 1)
Memorial Day (last Monday in May)
Independence Day (July 4)
Labor Day (first Monday in September)
Thanksgiving Day (fourth Thursday in November)
Christmas Day (December 25)

6.2 Employees with one (1) year of continuous service with the Employer shall receive their Birthday as a paid holiday. By mutual agreement between the Employer and employee, the employee may receive payment in lieu of such holiday in accordance with Article 6, paragraphs 6.3 and 6.3.1. Employees shall give the Employer a thirty (30) day notice prior to their birthday. The birthday shall be observed within thirty (30) days of the employee's birthday on a mutually agreeable day. In the event the employee's birthday falls on the same day as any of the holidays as specified in paragraph 6.1 of this Article, the employee's birthday will be celebrated on another day in accordance with the procedure set forth in the previous sentence.

6.3 Employees who average twelve (12) hours or more per week and 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 paragraphs 6.1 and 6.2 of this Article, not worked, on the following basis:

HOURS NORMALLY WORKED PER WEEK AND HOURS OF HOLIDAY PAY

| | | |
|---|---|---|
| 12 - 24 hours | - | 4 hours pay |
| 24 - 32 hours | - | 6 hours pay |
| 32 or more hours | - | 8 hours pay |

6.3.1 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.

6.4 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 birthday, the week in which the birthday is observed shall be considered as the holiday week.

6.5 No employee shall be required to work on Thanksgiving or Christmas. If there are insufficient volunteers to properly operate the store, then employees will be scheduled via inverse seniority. No employee shall be required to work past 7:00 p.m. on Christmas Eve.

6.6 Employees who qualify for holiday pay as specified in paragraph 6.3 of this Article 6, shall be paid time and one-half (1½) in addition to such holiday pay for work performed on holidays named in paragraph 6.1 of this Article. Employees who do not qualify for holidays pursuant to paragraph 6.3 of this Article 6 shall receive time and one-half (1½) for work performed on such holidays, provided this shall not apply to the employee's birthday.

ARTICLE 7 - VACATIONS

7.1 Employees who have worked with the same Employer one (1) year (after the first year of continuous work) 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:

| Hours Worked | Hours of Paid Vacation |
|---|---|
| 1000 to 1199 | 20 |
| 1200 to 1599 | 24 |
| 1600 to 2039 | 32 |
| 2040 to 2287 | 40 |
| 2288 to 2495 | 44 |
| 2496 or more | 48 |

7.2 Employees who have worked with the same Employer two (2) years and each subsequent anniversary date of their work to the eighth (8th) anniversary date of their work (after the second and each subsequent year to the eighth year of continuous work), 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:

| Hours Worked | Hours of Paid Vacation |
|---|---|
| 1000 to 1199 | 40 |
| 1200 to 1599 | 48 |
| 1600 to 2039 | 64 |
| 2040 to 2287 | 80 |
| 2288 to 2495 | 88 |
| 2496 or more | 96 |

7.2.1 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 work up to the eighth (8th) anniversary date of their employment and prior to their next anniversary date of work, 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 work, at the rate of eight (8) hours of vacation pay for each full two hundred (200) hours worked.

7.3 Employees who have worked with the same Employer eight (8) years and each subsequent anniversary date of their work to the fourteenth (14th) anniversary date of their work, 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:

| Hours Worked | Hours of Paid Vacation |
|---|---|
| 1000 to 1199 | 60 |
| 1200 to 1599 | 72 |
| 1600 to 2039 | 96 |
| 2040 to 2287 | 120 |
| 2288 to 2495 | 132 |
| 2496 or more | 144 |

7.3.1 Employees who average twenty (20) hours or more per week, who terminate or are terminated (discharges for dishonesty excepted) after the eight (8th) or any subsequent anniversary date of their work up to their fourteenth (14th) year of work, 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 work, at the rate of twelve (12) hours of vacation pay for each full two hundred (200) hours worked.

7.4 Employees who have worked with the same Employer fourteen (14) years and each subsequent anniversary date of their work (after the fourteenth (14th) and each year subsequent of continuous work) 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:

| Hours Worked | Hours of Paid Vacation |
|---|---|
| 1000 to 1199 | 80 |
| 1200 to 1599 | 96 |
| 1600 to 2039 | 128 |
| 2040 to 2287 | 160 |
| 2288 to 2495 | 176 |
| 2496 or more | 192 |

7.4.1 Employees who average twenty (20) hours or more per week, who terminate or are terminated (discharge for dishonesty excepted) after the fourteenth (14th) or any subsequent anniversary date of their work and prior to their next anniversary date of work, 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 work, at the rate of sixteen (16) hours of vacation pay for each full two hundred (200) hours worked.

7.5 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.

7.6 Employees whose vacations are scheduled during a holiday week shall receive holiday pay provided for under the terms of Article 6 of this Agreement in addition to vacation pay, or shall be given an additional day off at the option of the Employer.

7.7 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 paragraphs 7.1, 7.2, 7.3, and 7.4 of Article 7 shall be applied so that working time lost up to a maximum of one hundred twenty (120) hours due to temporary layoff, verified cases of sickness or accident, or other absence from work approved by the Employer (in addition to vacation and holiday time off earned and taken by the employee), shall be counted as time worked.

7.8 Employees shall be paid earned vacation pay prorated to the time of sale or transfer of the selling Employer.

7.9 Employees in a store or section shall be given preference in the choice of vacation dates based upon seniority.

7.10 Earned vacation pay shall be paid to the employee prior to the start of his vacation provided the employee requests the pay fourteen (14) days prior to his vacation.

7.11 Employees entitled to two (2) or more weeks of vacation may take two (2) weeks of vacation consecutively.

7.12 Vacations shall not be accrued from year to year and all earned vacation must be taken within the anniversary year of the employee.

ARTICLE 8 - SENIORITY

8.1 Employees will attain seniority after ninety (90) days of continuous service with one Employer. Upon completion of this period, seniority shall date back to the date of hire. Seniority shall be applicable on an individual store basis and shall apply in the reduction of the number of employees performing comparable work, and the last employee hired shall be the first employee laid off, provided qualifications and ability are equal. Conversely, the last employee laid off shall be the first employee recalled. Seniority shall be defined as length of continuous employment with the same individual Employer. If two or more employees have the same date of hire, the one with the most accumulated hours shall be deemed the senior employee. Nothing herein shall be construed to require pay for time not actually worked.

8.2 An employee's seniority shall be broken by (1) voluntary quit; (2) discharge; (3) layoff in excess of ninety (90) days; (4) absence caused by illness or nonoccupational accident of more than sixty (60) consecutive days unless mutually extended as provided in Article 18; (5) absence caused by an occupational accident of more than twelve (12) consecutive months, unless a longer time is agreed upon between the Employer and the Union; (6) failure to report to work immediately following an authorized leave of absence. Seniority will not be broken by any employee on an approved leave of absence; however, seniority shall not accumulate while on such leave granted by the Employer.

8.3 An employee's seniority shall not be broken if the Employer transfers the employee to a different store of the same Employer covered by this Agreement.

8.4 In the event an Employer terminates the operation of one of its stores in the bargaining unit, the Employer shall transfer such affected employees in accordance with the terms of paragraph 8.3.

8.5 The Employer may arrange weekly work schedules to accommodate the needs of the business, and senior employees performing comparable work 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. Regular employees shall not have their hours arbitrarily reduced for the sole purpose of increasing the work hours of part-time employees. Nothing herein shall be construed as a guarantee of daily or weekly hours of work or to require pay for time not actually worked.

8.6 It shall be the obligation of the Employer to promptly investigate alleged scheduling abuses upon presentation, and to rectify such abuse when justified within the meaning of this section.

ARTICLE 9 - EXPERIENCE

9.1 Previous provable comparable experience of new or rehired employees in the Retail Grocery Industry shall be considered, provided such past experience is claimed by the employee on his/her employment application, setting forth the past experience being claimed. Such past experience shall be considered in the following manner:

9.1.1 Apprentice: If less than two years have elapsed since last employed in comparable experience, full credit is given; if more than two years, no credit shall be given.

9.1.2 Journeyman: if less than two years have elapsed, employee shall be considered a Journeyman; if two to three years have elapsed, employee shall be considered a Senior Apprentice; if three to four years have elapsed, the employee shall be considered a Junior Apprentice for a period of three months, then given Senior Apprentice rate for five months, then given Journeyman rate.

9.1.3 If more than four years have elapsed, no credit shall be given.

9.2 The burden of providing the proof of previous comparable experience rests solely with the employee. Should the employee fail to produce proof of previous experience which would cause a change in the wage rate assigned by the Employer within thirty (30) days of employment, then any adjustment to be made in the employee's wage rate need only be made prospectively from the date such proof is finally provided.

ARTICLE 10 - FUNERAL LEAVE

10.1 After their first year of employment, employees who are regularly employed twenty (20) hours or more per week shall be allowed up to three (3) days off with pay for loss of their normal scheduled hours of work during the three (3) calendar days commencing with or immediately following the date of death of a member of their immediate family, provided the employee attends the funeral. Funeral 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, vacations, 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 funeral leave. Funeral leave shall be paid at the employee's regular straight-time hourly rate. Immediate family shall be defined as spouse, son, daughter, father, mother, brother, sister, father-in-law and mother-in-law of present spouse, and grandparents.

ARTICLE 11 - JURY DUTY SERVICE AND WITNESS SERVICE

11.1 After their first year of employment, employees who are regularly employed twenty (20) hours or more per week who are called for service on a Superior Court or Federal District Court jury, shall be excused from work for the days on which they serve and shall be paid the difference between the total amount received for such service and the amount of straight-time earnings lost by reason of such service, up to a limit of eight (8) hours per day and forty (40) hours per week, with a total limit of twenty (20) working days. Nothing in this section shall have the intent of limiting the amount of time an employee may serve.

11.1.1 An employee called for jury duty who is temporarily excused from attendance at the 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 (½) of his normal workday.

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

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

11.2 Employees required to appear in court or in legal proceedings on behalf of their Employer shall receive compensation at their regular straight-time hourly rate of pay for the time spent in making such appearance, less any witness fees received.

ARTICLE 12 - INDUSTRIAL INSURANCE

12.1 The Employer agrees to place all members of the bargaining unit under the provisions of the Industrial Insurance Act of the State of Washington, or to provide equivalent coverage through a private carrier selected by the Employer. If equivalent coverage is elected, the Employer agrees to furnish evidence of such coverage upon request of the Union.

ARTICLE 13 - SAVINGS CLAUSE

13.1 Any provision of this Agreement which may be adjudged by a court of last resort to be in conflict with any Federal or State law shall become inoperative to the extent and duration of such conflict. Since it is not the intent of either party hereto to violate any such laws, it is agreed that in the event of a conflict between any provision of this Agreement and such Federal or State law, the remainder of this Agreement shall remain in full force and effect. The Employer and the Union agree that substitute provisions shall be written within thirty (30) days to replace those provisions coming into conflict with the laws herein described.

ARTICLE 14 - WEARING APPAREL

14.1 Aprons, uniforms, or any special wearing apparel required by the Employer, not suited for regular street wear, shall be furnished and laundered by the Employer.

14.2 Drip-dry apparel furnished by the Employer shall be laundered by the employee.

14.3 The Employer agrees to provide protective rain jackets for employees at the store.

ARTICLE 15 - WAGE STATEMENTS

15.1 The Employer agrees to furnish each employee for every pay period, a statement setting forth the information relative to hourly rates of pay, hours worked, etc., in accordance with the record-keeping requirements as established in the State of Washington Minimum Wage Act.

ARTICLE 16 - STORE VISITS

16.1 After making their presence known to the manager or, in his/her absence, the person in charge, representatives of the Union shall have the right to contact employees during store hours so long as calls shall not interfere with the proper service to customers.

ARTICLE 17 - STORE CARDS

17.1 The Union agrees, in consideration of the signing of this Agreement by the Employer and for the period of the good and faithful performance of its covenants and provisions by the Employer, to issue to each store represented by the Employer a Union Store Card, the property of the United Food and Commercial Workers International Union, AFL-CIO. Said card shall be displayed in a prominent place in the store and shall only be removed if the Employer fails to comply with the final decision of an arbitrator reached in accordance with the provisions of this Agreement.

ARTICLE 18 - LEAVE OF ABSENCE

18.1 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:

18.1.1 Illness or nonoccupational injury which requires absence from work for more than fifteen (15) days;

18.1.2 Pregnancy;

18.1.3 Serious illness, injury, or death in the employee's immediate family, which leave will not exceed thirty (30) days;

18.1.4 Leaves due to occupational injuries shall be granted for periods up to twelve (12) months unless a longer period is agreed upon between the Employer and the Union.

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

18.3 An employee who wants a leave of absence shall submit to his Employer in writing his request for such leave, stating (1) reason, (2) date leave is to begin, and (3) expected date of return. If approved, the Employer shall confirm such requested leave in writing to the employee.

18.4 Any leave of absence with the exception of 18.1.3 and 18.1.4 above may run to a maximum of six (6) months.

18.5 Employees who fail to return at the end of a leave of absence or any agreed upon extension of a leave of absence, shall be considered as terminated. Any request for extension of a leave of absence period must be presented in writing to the Employer prior to the expiration of the initial leave; however, in case of a bona fide emergency, telephone requests for extensions may be made to management for their approval, which extensions must be confirmed in writing.

18.6 The employee must be able to resume his regular duties upon return to work from an approved leave of absence. A doctor's certificate verifying that the employee is able to resume his normal duties may be required before the employee is returned to the work schedule. The employee shall then be returned to the job previously held or to a job comparable in rate of pay, on the first weekly schedule made up after the Employer and the Union have received notice in writing of the employee's availability.

ARTICLE 19 - SICK LEAVE - EFFECTIVE JULY 1, 1976

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

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

| Hours Worked | Hours of Sick Leave Pay |
|---|---|
| 1680 to 2080 | 32 |
| 2080 or more | 40 |

19.3 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) normally scheduled working day, shall continue for each normally scheduled working day of illness 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 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' net pay shall be required in any one workweek.

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

19.5 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 prior to returning to work.

19.6 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 Employer amounts paid to such employee for the period of such absence, or may be discharged by the Employer for such falsification or misrepresentation.

19.7 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 elsewhere in this Agreement.

19.8 Regular part-time employees shall be entitled to use earned sick leave in proportion to average hours worked (pro rata).

19.9 Employees shall be permitted family leave in accordance with RCW 49.12 on the same terms and conditions (including eligibiity requirements) as provided in Sections 19.1 through 19.8 above.

ARTICLE 20 - WAGE SCALES AND CLASSIFICATIONS

20.1 The scale of wages and classifications of employment are set forth in Appendices which are hereby made a part of this Agreement.

ARTICLE 21 - HEALTH & WELFARE - DENTAL - PRESCRIPTION - VISION

21.1 Effective November 1, 1987 and each succeeding month for the duration of this Agreement, the Employer agrees to contribute the amount of one hundred twenty-five dollars and seventy-six cents ($125.76) for Health and Welfare and Vision benefits into a jointly administered Trust Fund on behalf of each employee who worked eighty (80) hours or more during the month of October and each succeeding month thereafter, excluding employees in the Helper Clerk classification.

21.1.1 Effective January 1, 1989, Helper Clerks who are 19 years of age or otherwise emancipated, who have worked continuously for one year or more, and who meet the eligibility requirements referred to in paragraph 21.1, will qualify for Health and Welfare benefits.

21.2 Effective November 1, 1987 and for the duration of this Agreement, the Employer agrees to contribute the amount of eighteen dollars ($18.00) for a Prescription Drug Benefit, into a jointly administered Trust Fund on behalf of each employee who worked eighty (80) hours or more during the month of October and each succeeding month thereafter, excluding employees in the Helper Clerk classification.

21.3 The benefits provided by the plan specified in paragraphs 21.1 and 21.2 shall become effective for an employee, on the first day of the month or reported period following the fourth consecutive month or reporting period for which the Employer was obligated to make contributions to this Trust Fund on behalf of said employees except as provided for Helper Clerks in paragraph 21.1.

21.4 Effective November 1, 1987 and each succeeding month for the duration of this Agreement, the Employer agrees to contribute the amount of $29.65 for Dental benefits into a jointly administered Trust Fund on behalf of each employee who worked eighty (80) hours or more during the month of October and each succeeding month thereafter excluding employees in the Helper Clerk classification. New hires will be eligible to receive Dental contributions and benefits only after completing six (6) consecutive months of employment.

21.5 (a) Effective on January 1991 hours, the Employer agrees to increase its current Health & Welfare contribution rate ($173.41) by $27.40 per eligible employee, to $200.81.

(b) Effective on January 1992 hours, the Employer agrees to increase its Health & Welfare contribution by $22.40 per eligible employee, to $223.21.

(c) Effective on January 1993 hours, the Employer agrees to increase its Health & Welfare contribution by the amount of any increased cost after January 1, 1993 to maintain the revised (listed below) level of benefits in effect as of 1/1/93.

The parties continue to maintain an unrestricted reserve policy of a minimum one months' claims plus operation expenses.

Any increases which are paid for by the Company will be to maintain the level of benefits in effect as of January 1, 1991, except as revised below.

Benefit Plan: (All changes effective 1/1/91 or as otherwise specified)

- Chemical dependency: Increase benefit to 80% of the cost up to $2500 in a twenty-four month period, to a lifetime maximum of $5000.

- Vision benefit: One eye exam per year with a $10 co-payment, non-participating provider paid at 80%, lenses paid at 80%, frames up to $50, and no change to current contracts benefit.

- Time Loss: Increase weekly benefit from $125 to $150.

- Dental: Increase benefit to 90% of UCR on preventative, and apply new UCR schedule.

- Rehabilitation services of up to $5,000 as agreed effective 1/1/92.

- Increase cardiac rehabilitation from $540 to $630.

- Increase benefits to provide casted orthotics.

- Increase benefit to injury to teeth.

- Increase benefit on PKU (infant testing).

- Increase benefit on MRI exam.

- Prescription drug: Effective 1/1/91, revise prescription drug benefit with respect to "MAC-B" and "Quantum alert benefits" (source: consultant letter dated 9/24/90). Effective 1/1/93, the prescription drug card will be revised to a claim form submission procedure with the then current deductible/benefits to apply.

- Revise employee co-pay on doctor visits to $10.

21.6 In no event will monies provided herein for the purpose of maintaining benefits and/or monies held in Trust reserves be utilized for the purposes of purchasing any new benefits other than those listed in Section 21.5(c).

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

21.7.1 Notwithstanding the provisions of paragraph 21.7, the Board of Trustees of the United Food and Commercial Workers Welfare Trust shall establish and enforce, as an alternate method of contribution, a method for reporting contributions on an accounting period basis rather than a calendar month basis. In such a case, the eighty (80) hour provision shall be appropriately adjusted as directed by the Trustees. Further, the total contributions due for each approved accounting period shall be remitted in a lump sum not later than twenty (20) days after the end of the accounting period. In the event this alternate system deprives the employee of benefits that would otherwise have been covered on a calendar basis, the Employer is obligated to make the remittance for such employee to the Trust Fund.

21.8 Each Employer and the Union agree to be bound by the terms of the provisions of that certain revised and restated Trust Agreement effective January 1, 1976, dated August 26, 1976, (date of initial execution, April 1, 1963), creating the United Food and Commercial Workers Welfare Trust, and agree to be bound by said Trust Agreement and all amendments thereto, heretofore or hereafter adopted. Each Employer further agrees to accept as his representatives the Employer Trustees serving on the Board of Trustees of said Trust and their lawful successors.

21.9 In the event of the passage of Federal legislation during the term of this Agreement implementing a National Health Program, the Employer shall assume the entire cost thereof. If such National Health Program does not provide the same level of benefits then existing under the United Food and Commercial Workers Welfare Trust, the Employer shall continue to pay hourly contributions to the United Food and Commercial Workers Welfare Trust in an amount to fund the difference.

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

ARTICLE 22 - RETIREMENT PROGRAM

22.1 Each Employer and the Union agree to be bound by the terms of the provisions of that certain revised and restated Trust Agreement effective January 1, 1976, dated May 3, 1976 (date of initial execution, January 13, 1966), creating the Retail Clerks Pension Trust, and agree to be bound by said Trust Agreement and all amendments thereto, heretofore or hereafter adopted. Each Employer further agrees to accept as his representatives the Employer Trustees serving on the Board of Trustees of said Trust and their lawful successors.

22.2 Employees hired or promoted after October 6, 1990 shall have a waiting period of 1,040 hours worked before pension contributions are made on their behalf.

22.3 Beginning January 1, 1988, based on all compensable hours during December of 1987, the Employer shall contribute fifty cents (50¢) per hour, maximum of one hundred seventy-three (173) hours per calendar month into the Retail Clerks Pension Trust on account of each member of the bargaining unit, excluding employees in the Helper Clerk classification. These monies shall be used by the Board of Trustees to provide pension benefits to eligible employees.

22.4 The contributions referred to in Article 22, paragraph 22.3 shall be computed monthly with a maximum of one hundred seventy-three (173) hours per calendar month per employee, 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, to Zenith Administrators, Inc. Contributions will be delinquent if not paid by the twenty-fifth (25th) day, which delinquency shall be a violation of this Agreement.

22.4.1 Nothwithstanding the foregoing paragraph 22.3, the Board of Trustees of the Retail Clerks Pension Trust shall have the authority to establish and enforce an alternative method for reporting contributions on an accounting period basis rather than a calendar month basis. In such a case, the one hundred seventy-three (173) hour maximum shall be appropriately adjusted, as directed by the Trustees, provided, however, that in no event shall the Employer's total obligation or the employee's eligibility 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 in which the contributions were earned.

22.5 The provisions of paragraph 24.5, Article 24 of this Agreement shall in no way apply to or affect the Employer's obligation to pay contributions to this Trust Fund.

ARTICLE 23 - GENERAL PROVISIONS

23.1 This Agreement supersedes and voids all previous oral and written understandings. Any changes altering the provisions of this Agreement must be in writing and be approved by the Employer and the Union.

23.2 No employee shall suffer any loss of his hourly rate of pay by reason of the signing or adoption of this Agreement; 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 may reduce the same to the minimums herein prescribed without the consent of the Union.

23.3 Time spent in attendance at store meetings called by the Employer before the start or after the ending of the employee's regular shift, shall be compensated for at the employee's regular hourly rate of pay. Sections 5.8 and 5.9 of this Agreement do not apply to store meetings.

23.4 The Employer shall not permit demonstrators or employees of a supplier to perform regular 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.

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

23.6 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.

23.7 During the life of this Agreement or any extension thereof, neither party shall be obligated to bargain collectively with respect to any matter unless specifically required to do so by the express terms of this Agreement.

23.8 The apprentice progression 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. 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/her rate at the time of entry into the military service, if the employee applies for re-employment within 90 days following discharge.

ARTICLE 24 - GRIEVANCES

24.1 All matters pertaining to the proper application and interpretation of any and all of the provisions of this Agreement shall be adjusted by the accredited representative of the Employer and the accredited representative of the Union. In the event of the failure of these parties to reach a satisfactory adjustment within seven (7) days from the date a grievance is filed in writing by either party upon the other, the matter shall be referred for final adjustment to a labor relations committee selected as follows: Two (2) members from the Employer and two (2) members from the Union. In the event the labor relations committee fails to reach an agreement within twenty-one (21) days from the date a grievance is filed in writing by either party upon the other, the four (4) shall select a fifth member or they shall request the Federal or State Mediation and Conciliation Service to submit a list of eleven (11) names of qualified arbitrators, from which the labor relations committee shall select a fifth (5th) member, who shall be chairman, and the decisions of this committee shall be binding on both parties.

24.2 The Board shall meet and hand down a decision within five (5) days after completion of the hearing, which shall be final and binding on both parties. Any expense incurred jointly through arbitration shall be borne equally by the parties hereto.

24.3 There shall be no strike, lockout, or other economic action unless the other party is refusing to comply with the final decision of an arbitrator reached in accordance with the provisions of this Agreement.

24.4 It is distinctly understood and agreed that the Board of Arbitration is not vested with the power to change, alter, or modify this Agreement in any of its parts. The arbitrator shall not decide on any subject, the condition of which is not specifically treated in this contract, but only on the contractual obligations that are specifically provided in this Agreement.

24.5 In order to be recognized, all claims of violation must be made in writing thirty (30) days from the day such violation occurs. Said claims shall be limited to the amount involved in the thirty (30) days, except in those cases where reports of violations have been suppressed through coercion by the Employer.

24.6 Any grievance or complaint regarding an alleged unjust discharge must be brought to the attention of the Employer in writing within fifteen (15) days after the discharge occurs or the right to protest shall be deemed waived by the Union and the employee.

ARTICLE 25 - NO DISCRIMINATION

25.1 The parties agree to comply with all applicable laws and regulations pertaining to discrimination because of race, color, religion, sex, national origin, or age.

25.2 When the gender term "he" or "she" is used within this Agreement, it is for explanatory purposes only and does not refer to the actual sex of any person.

ARTICLE 26 - TECHNOLOGICAL CHANGE

26.1 See Addendum 1, which hereby become a part of this Agreement.

ARTICLE 27 - NO STRIKE AND LOCKOUT

27.1 During the life of the Agreement the Union agrees not to engage in any strike or stoppage of work and the Employer agrees not to engage in any lockout, except as provided for under paragraph 24.3, Article 24. Nevertheless, it shall not be a cause for discharge by the Employer or discipline by the Union, and it shall not be a violation of the Agreement, for an employee to cross or 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 #1439.

ARTICLE 28 - CROSS-CLASSIFICATION WORK

28.1 When an employee is assigned to work in a classification which carries a higher rate of pay, the employee shall be paid such higher rate of pay for all time so worked.

ARTICLE 29 - DURATION

29.1 This Agreement shall be in full force and effect from October 7, 1990, through January 1, 1994, and thereafter from year to year unless sixty (60) days' written notice of modification is given by either party prior to the expiration date.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 22nd day of April, 1991.

ALLIED EMPLOYERS, INC.
For and on behalf of
Safeway, Inc.

BY A K Baird
A. K. Baird

UNITED FOOD AND COMMERCIAL WORKERS
UNION LOCAL #1439

BY Robert K. Fiennath

A#53/Spo

## WORKING REGULATIONS

No receiving, marking, stocking, or display of merchandise shall be performed by supplier representatives, salesmen, or other non-employees of the Employer, except that the restrictions of this paragraph shall not apply to the following persons under the following circumstances:

(a) Drivers or driver salesmen engaged in servicing the store with their own merchandise directly from their delivery vehicles; or to the servicing of bakery products by the supplier where the bakery products are those products produced in a bakery or bakery plant;

(b) Product merchandisers who service the store, working merchandise which has previously been delivered to the store by a driver or driver salesman, where that merchandising could properly be performed under paragraph (a) by the driver or driver salesman himself;

(c) Merchandise resets or revamps, and to the preparation required for store grand openings.

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.

APPENDIX A

GROCERY AND PRODUCE CLASSIFICATIONS AND WAGE RATES

| | 12/23/90 | 11/3/91 | 12/6/92 |
|---|---|---|---|
| Journeyperson | $11.51 | $11.76 | $12.01 |
| 4854-6240 hrs.* | 10.24 | 10.47 | 10.69 |
| 4161-4853 hrs.* | 8.40 | 8.40 | 8.60 |
| 3121-4160 hrs. | 7.90 | 7.90 | 8.10 |
| 2081-3120 hrs. | 6.80 | 6.80 | 7.00 |
| 1041-2080 hrs. | 5.80 | 5.80 | 5.95 |
| 0-1040 hrs. | 5.00 | 5.00 | 5.10 |
| Helper Clerk | 4.55 | 4.55 | 4.65 |

* Applicable to employees hired or promoted after 10/6/90.

Hours of Experience as an Apprentice as Set Forth in Article 9 of this Agreement - 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. Progression wage increases in conformance with this Appendix shall be effective on the first Sunday following the completion of the hours specified above.

Employees employed in the Helper Clerk classification shall not be permitted nor required to work as checkers, nor shall they be employed earlier than one hour prior to store opening or later than one hour following store closing.

Total man-hours worked by Helper Clerks in an individual store shall not exceed twenty percent (20%) of the total man-hours worked by employees in the bargaining unit. All hours exceeding the twenty percent (20%) shall be paid for at the Beginner Clerk rate.

At the Employer's discretion, Helper Clerks may be placed in the Apprentice Grocery Clerk classification. The first thirty (30) days in such classification shall be considered a training period. The Employer is not obligated to retain an employee who does not perform the work in a satisfactory manner during that training period, and may return the employee to his/her former classification and wage rate without recourse from the Union. However, if such employee does perform work in a satisfactory manner during such period of training, said employee shall receive credit for fifty percent (50%) of all hours worked as a Helper Clerk toward his/her progression as an Apprentice Clerk as outlined elsewhere in this Agreement. Said credit shall not exceed a maximum of 1,040 hours.

Whenever there are openings in the Beginner Clerk classification only, Helper Clerks shall be promoted prior to the use of new hires. Nothing herein shall be construed as requiring the Employer to promote Helper Clerks to any position other than Beginner Clerk. The Employer shall be the sole judge of which Helper Clerks are to be promoted to the Beginner Clerk classification, and it shall not be required that such Helper Clerks be promoted by seniority. Nothing in this section or elsewhere in this Agreement shall be interpreted so as to entitle any employee to automatically progress from the Helper Clerk classification to the Apprentice Clerk classification.

PREMIUM PAY

1. Hours after 7:00 p.m. and before 10:00 p.m., Monday through Saturday: twenty cents (20¢) per hour.

2. All work performed after 10:00 p.m. and before 8:00 a.m., Monday through Saturday: twenty-five cents (25¢) per hour.

3. All work performed on Sundays: $2.00 per hour.

4. Journeyperson produce clerks shall receive all wage increases as set forth above regardless of their present wage structure.

(a) Fifteen cents (15¢) per hour additional will be paid to one Produce Clerk in each store who has been designated by management as responsible for the administrative functions of the produce department and must be a member of the bargaining unit.

(b) A member of the bargaining unit, when filling in on vacations, shall receive the fifteen cents (15¢) per hour additional wage. In the absence of the clerk that has been designated for this administrative function, the clerk filling in shall, after the second day, receive the fifteen cents (15¢) per hour additional for all hours worked subsequent to the second day.

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

APPENDIX B

BAKERY SALES CLASSIFICATIONS AND WAGE RATES

| | 12/23/90 | 11/3/91 | 12/6/92 |
|---|---|---|---|
| Head Journeyperson | $9.02 | $9.22 | $9.41 |
| Journeyperson | 8.74 | 8.94 | 9.13 |
| 4854-6240 hrs.* | 7.87 | 8.14 | 8.22 |
| 4161-4853 hrs.* | 7.20 | 7.41 | 7.51 |
| 3121-4160 hrs. | 6.20 | 6.20 | 6.40 |
| 2081-3120 hrs. | 5.20 | 5.20 | 5.30 |
| 1041-2080 hrs. | 4.60 | 4.60 | 4.70 |
| 0-1040 hrs. | 4.35 | 4.35 | 4.50 |

* Applicable to employees hired or promoted after 10/6/90.

Hours of Experience as an Apprentice as Set Forth in Article 9 of this Agreement - 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. Progression wage increases in conformance with this Appendix shall be effective on the first Sunday following the completion of the hours specified above.

PREMIUM PAY

1. Hours after 7:00 p.m. and before 10:00 p.m., Monday through Saturday: twenty cents (20¢) per hour.

2. All work performed after 10:00 p.m. and before 8:00 a.m., Monday through Saturday: twenty-five cents (25¢) per hour.

3. All work performed on Sundays: $2.00 per hour.

4. There will be no compounding or pyramiding of overtime pay and premium pay.

APPENDIX C

DELICATESSEN CLASSIFICATIONS AND WAGE RATES

| | 12/23/90 | 11/3/91 | 12/6/92 |
|---|---|---|---|
| Journeyperson | $8.23 | $8.43 | $8.68 |
| 4854-6240 hrs.* | 7.41 | 7.59 | 7.81 |
| 4161-4853 hrs.* | 6.70 | 6.70 | 6.80 |
| 3121-4160 hrs. | 5.70 | 5.70 | 5.90 |
| 2081-3120 hrs. | 4.90 | 4.90 | 5.10 |
| 1041-2080 hrs. | 4.50 | 4.50 | 4.60 |
| 0-1040 hrs. | 4.35 | 4.35 | 4.45 |

* Applicable to employees hired or promoted after 10/6/90.

Hours of Experience as an Apprentice as Set Forth in Article 9 of this Agreement - 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. Progression wage increases in conformance with this Appendix shall be effective on the first Sunday following the completion of the hours specified above.

PREMIUM PAY

1. Hours after 7:00 p.m. and before 10:00 p.m., Monday through Saturday: twenty cents (20¢) per hour.

2. All work performed after 10:00 p.m. and before 8:00 a.m., Monday through Saturday: twenty-five cents (25¢) per hour.

3. All work performed on Sundays: $2.00 per hour.

4. There will be no compounding or pyramiding of overtime pay and premium pay.

APPENDIX D

GENERAL MERCHANDISE (NON-FOODS, VARIETY AND FLORAL EMPLOYEES)
CLASSIFICATIONS AND WAGE RATES

| | 12/23/90 | 11/3/91 | 12/6/92 |
|---|---|---|---|
| Journeyperson | $8.23 | $8.43 | $8.68 |
| 4854-6240 hrs.* | 7.41 | 7.59 | 7.81 |
| 4161-4853 hrs.* | 6.70 | 6.70 | 6.80 |
| 3121-4160 hrs. | 5.70 | 5.70 | 5.90 |
| 2081-3120 hrs. | 4.90 | 4.90 | 5.10 |
| 1041-2080 hrs. | 4.50 | 4.50 | 4.60 |
| 0-1040 hrs. | 4.35 | 4.35 | 4.45 |

* Applicable to employees hired or promoted after 10/6/90.

Hours of Experience as an Apprentice as Set Forth in Article 9 of this Agreement - 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. Progression wage increases in conformance with this Appendix shall be effective on the first Sunday following the completion of the hours specified above.

PREMIUM PAY

1. Hours after 7:00 p.m. and before 10:00 p.m., Monday through Saturday: twenty cents (20¢) per hour.

2. All work performed after 10:00 p.m. and before 8:00 a.m., Monday through Saturday: twenty-five cents (25¢) per hour.

3. All work performed on Sundays: $2.00 per hour.

4. There will be no compounding or pyramiding of overtime pay and premium pay.

All employees who are classified as General Merchandise (Non-foods or Variety) employees shall devote their time exclusively to the General Merchandise (Non-food or Variety) operation. All employees who do any work in foods shall receive the Grocery rates of pay for that day. This shall include, but not be limited to, work in the central checkstands checking, (except bagging and carryout), receiving, stocking, or marking of Grocery or Produce merchandise. Credit for past experience for General Merchandise (Non-food or Variety) employees shall be given on the basis of experience in comparable non-food merchandise and in accordance with the provisions of Article 9 - Experience of this Agreement, or past experience in retail work with the same employer, whichever is the greater.

## ADDENDUM 1

The Employer is required to negotiate with the Union about the effect on the work force should the Employer institute electronic check-out systems which would result in removal of price marking from the stores. In the event the parties do not reach agreement, the issue set forth above shall be subject to Article 24, Grievances. It is not the intent of the parties that such negotiations or arbitration will in any way jeopardize the efficiencies and increased productivity to be gained by the installation of such systems.

Allied Employers, Inc.

LABOR RELATIONS REPRESENTATIVE Koll Business Center • Building 17
2447 - 152nd Ave. N.E. • Redmond, WA 98052-5517 • 883-3022

MEMORANDUM OF UNDERSTANDING

Between

ALLIED EMPLOYERS, INC.
and
UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL #1439

GROCERY AND MEAT - SPOKANE

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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:

> Employees desiring to be considered for permanent individual job openings in their store will indicate their desire by submitting in writing a request for consideration. The notification will remain in force for six months unless withdrawn by the employee. The Employer(s) will not be arbitrary or capricious in considering such employee requests.

Executed this 22ND day of April, 1991.

ALLIED EMPLOYERS, INC.

A. K. Baird

A. K. Baird

UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL #1439

Robert K. Fremuth

*Allied Employers, Inc.*

LABOR RELATIONS REPRESENTATIVE **Koll Business Center • Building 17**
**2447 - 152nd Ave. N.E. • Redmond, WA 98052-5517 • 883-3022**

LETTER OF UNDERSTANDING
By and Between
ALLIED EMPLOYERS, INC.
and
UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL #1439

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Re: UFCW Union Local #1439 and Allied Employers, Inc. - Grocery (Spokane)

Recognizing that inconsistent interpretations of the seniority provisions set forth in the above referenced Labor Agreements have caused disruptive labor relations between the parties as well as conflict among the employees, the parties agree to the following understanding:

1. Seniority is understood to mean length of continuous service with the individual Employer. Therefore, an employee shall not lose his/her seniority if transferred by the Employer, even though the employee is transferred from outside the bargaining unit.

2. For the purpose of applying the terms of the layoff/recall and the availability of hours provisions in the above-referenced Agreements, priority, where applicable, shall be given to the senior employee, provided the senior employee's "qualifications and abilities" are equal to or greater than the "qualifications and abilities" of the involved junior employee(s) performing the same comparable work, further provided, that all other qualifications of the various Agreements are satisfied.

3. Any work performed under the classification in the following sections shall be deemed "comparable work" for purposes of this letter: Grocery and Produce, Deli, Bakery, and Non-food.

4. In the event the Employer or the Union takes the position that the "qualifications and abilities" of the junior employee are greater than the "qualifications and abilities" of the senior employee, then priority, where applicable, shall be given to the junior employee subject to satisfying the burden of proof as follows: The party alleging that the "qualifications and abilities" of the junior employee are greater shall have the burden of proof in the matter.

5. When an employee is transferred from another area outside the geographic jurisdiction of this Agreement, 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 sixty (60) days.

6. In accordance with this understanding, the Arbitration Awards between United Food and Commercial Workers Local No. 1439 and Rosauers Supermarkets, Inc., (Carlton J. Snow) dated July 30, 1981, and the case of Buttrey, Inc., and United Food and Commercial Workers Union Local No. 1439 (Albert L. Gese) dated September 23, 1982, shall be considered null and void and no longer applicable.

AGREED TO THIS 22nd DAY OF April, 1991.

BY A K Baird
A. K. Baird
On behalf of Safeway, Inc.

BY Robert K. Fremuth

*Allied Employers, Inc.*

LABOR RELATIONS REPRESENTATIVE **Koll Business Center • Building 17**
**2447 - 152nd Ave. N.E. • Redmond, WA 98052-5517 • 883-3022**

LETTER OF UNDERSTANDING

U.F.C.W. Union Local #1439 - Grocery (Spokane)

Floral Dept. Employees Classification Change

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This is to confirm our understanding reached during our recent negotiations wherein "Floral employees" were added to the wage rates of Appendix "D" of the Spokane Grocery Agreement between Local #1439 and Safeway, Inc.

As agreed, Floral Department employees who are on the payroll as of December 22, 1990, and who were being compensated under Appendix "A" wage rates will continue to be compensated at the higher rate unless they resign or are voluntarily reassigned to different work.

Confirmed:_____(Date)

ALLIED EMPLOYERS, INC.
For and on behalf of Safeway, Inc.

A. K. Baird

UNITED FOOD & COMMERCIAL WORKERS
UNION LOCAL #1439

Roberta K. Fremuth

# *Allied Employers, Inc.*

LABOR RELATIONS REPRESENTATIVE **Koll Business Center • Building 17**

**2447 - 152nd Ave. N.E. • Redmond, WA 98052 • 883-3022**


LETTER OF UNDERSTANDING

U.F.C.W. Union Local #1439 - Grocery and Meat (Spokane)

1990 Progression Disparity

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This is to confirm the understanding reached in our recent negotiations that the parties agree that the 6th Step progression for Appendices A, B, C, and D in the Grocery Agreement as well as the 6th Step progression for Apprentices, Wrappers, and Service Counter employees in the Meat Agreement will remain part of the captioned Labor Agreements until and unless current wage disparity rates in the Spokane area Grocery Industry cease to exist.

Confirmed: _____ (Date)

ALLIED EMPLOYERS, INC.
For and on behalf of Safeway, Inc.

A. K. Baird

UNITED FOOD & COMMERCIAL WORKERS
UNION LOCAL #1439

Robert K. Fremmth

*Allied Employers, Inc.*

LABOR RELATIONS REPRESENTATIVE **Koll Business Center • Building 17**
**2447 - 152nd Ave. N.E. • Redmond, WA 98052-5517 • 883-3022**

LETTER OF UNDERSTANDING

U.F.C.W. Union Local #1439 - Grocery (Spokane)

Miscellaneous Cleanup

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This is to confirm the understanding reached in our recent negotiations that the referenced Letter of Understanding signed by the Employer on March 6, 1989, and by the Union on May 12, 1989, will be renewed as part of our recent negotiations. The condition of renewal is that the application of the Letter of Understanding will be that all employees working under the Agreement as of December 23, 1990, will receive a wage increase of 10¢ per hour effective December 23, 1990; an additional 10¢ per hour effective November 3, 1991; and an additional 10¢ per hour effective December 6, 1992. The Company has agreed to phase out this Letter of Understanding on an attrition basis, meaning that no new employees will be hired to replace those employees that are reassigned or resign employment during the term of the new Agreement.

Confirmed: _____ (Date)

ALLIED EMPLOYERS, INC.
For and on behalf of Safeway, Inc.

Al Baird
A. K. Baird

UNITED FOOD & COMMERCIAL WORKERS
UNION LOCAL #1439

Robert K. Frasmith

Allied Employers, Inc.

LABOR RELATIONS REPRESENTATIVE Koll Business Center • Building 17
2447 - 152nd Ave. N.E. • Redmond, WA 98052-5517 • 883-3022

LETTER OF UNDERSTANDING

U.F.C.W. Union Local #1439 - Safeway, Inc.
Grocery (Spokane)

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This Agreement is between Safeway, Inc., represented by Allied Employers, Inc., and U.F.C.W. Union Local #1439 and the employees of Safeway, Inc.

Whereas, all of the parties desire an amicable settlement of the current strike and a prompt return to a harmonious and business-like relationship; and

Where, Safeway and U.F.C.W. Local #1439 have tentatively agreed to the substantive terms of a renewal contract,

Now, therefore, the parties agree as follows:

The Union will immediately cease all strike activity and remove all picket signs, banners, pamphlets, or other materials from all locations of the Company.

Within 72 hours of ratification, the employees must notify their store manager of their intent to return to work. The Company will post in each store a work schedule scheduling employees as needed in accordance with the demands of the business, as soon as practical, and in no event later than 48 hours following expiration of the 72 hour period.

In accordance with the needs of the business, all regular employees will be scheduled prior to the use of any new hires. Any employee who fails to call in or report as scheduled after having advised his/her store manager of his/her intent to return (and availability) will forfeit his/her right to return to work. This paragraph shall not apply to employees on scheduled vacation or approved leave of absence, or who are terminated for strike misconduct.

Time off due to the strike will not be considered a break in service for purposes of seniority, but shall not be considered as hours worked for any other purpose including, but not limited to, wages and/or fringe benefits.

All disputes concerning the interpretation or application of this settlement agreement shall be handled pursuant to the grievance and arbitration provisions of the appropriate Labor Agreement.

Agreed to this 22ND day of April, 1991.

ALLIED EMPLOYERS, INC.

AK Baird
A. K. Baird

UFCW UNION LOCAL #1439

Robert K. Fremmerlid

*Allied Employers, Inc.*

LABOR RELATIONS REPRESENTATIVE **Koll Business Center • Building 17**
**2447 - 152nd Ave. N.E. • Redmond, WA 98052-5517 • 883-3022**

LETTER OF UNDERSTANDING

U.F.C.W. Union Local #1439 - Grocery (Spokane)
Floor Care

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This Letter of Understanding will apply should Safeway, Inc. elect, at their sole discretion, to perform the floor care work with Safeway employees. The provisions of the Spokane City Grocery Agreement will U.F.C.W. Local #1439 will apply as indicated below:

1. This letter shall be in full force and effect from October 7, 1990, through January 1, 1994, and thereafter from year to year unless sixty (60) days notice of modification is given by either party prior to the expiration date.

2. PREAMBLE

   Substitute "Safeway, Inc." for "Spokane Area."

3. ARTICLE 1 - RECOGNITION

   No change.

4. ARTICLE 2 - UNION SECURITY

   No change.

5. ARTICLE 3 - EXEMPTIONS

   Does not apply.

6. ARTICLE 4 - DISCHARGE

   No change.

7. ARTICLE 5 - HOURS

   No change, with the exception of Section 5.5 which does not apply.

8. ARTICLE 6 - HOLIDAYS

   No change.

9. ARTICLE 7 - VACATIONS

   No change.

10. ARTICLE 8 - SENIORITY

No change provided it is clearly understood the Floor Care classification is a totally separate classification from all others under the contract.

11. ARTICLE 9 - EXPERIENCE

Does not apply.

12. ARTICLE 10 - FUNERAL LEAVE

No change.

13. ARTICLE 11 JURY DUTY

No change.

14. ARTICLE 12 - INDUSTRIAL INSURANCE

No change.

15. ARTICLE 13 - SAVINGS CLAUSE

No change.

16. ARTICLE 14 - WEARING APPAREL

Does not apply.

17. ARTICLE 15 - WAGE STATEMENTS

No change.

18. ARTICLE 16 - STORE VISITS

No change.

19. ARTICLE 17 - STORE CARDS

Does not apply.

20. ARTICLE 18 - LEAVE OF ABSENCE

No change.

21. ARTICLE 19 - SICK LEAVE

No change.

22. ARTICLE 20 - WAGE SCALE AND CLASSIFICATION

Does not apply.

23. ARTICLE 21 - HEALTH AND WELFARE

Same as Grocery contract.

24. ARTICLE 22 - RETIREMENT PROGRAM

Does Not apply.

25. ARTICLE 23 - GENERAL CONDITIONS

No change with the exception of Sections 23.4 and 23.6, which do not apply.

26. ARTICLE 24 - GRIEVANCE

No change.

27. ARTICLE 25 - NO DISCRIMINATION

No change.

28. ARTICLE 26 - TECHNOLOGICAL CHANGES

Does not apply.

29. ARTICLE 27 - NO STRIKE OR LOCKOUT

No change.

30. ARTICLE 28 - DURATION

No change in language. Dates: October 7, 1990 through January 1, 1994.

31. WORKING REGULATIONS

Does not apply.

32. APPENDICES (All) - Does not apply except for the following language:

"No employee shall be credited for more than one hundred seventy-three and one-third (17-1/3) hours of experience in any one calendar month. Progression wage increases in conformance with #35 of the Letter of Understanding shall be effective on the first Sunday following the completion of the hours specified."

33. ADDENDUM 1

Does not apply.

34. Letter of Understanding - Seniority

Does not apply.

35. Wages

| | 1/1/90 | 12/23/90 | 11/3/91 | 12/6/92 |
|---|---|---|---|---|
| 0 - 1040 hours | $4.25 ) | | | |
| 1041 - 2080 hours | 4.76 ) | No change for | | |
| 2081 - 3120 hours | 5.42 ) | the duration of | | |
| 3121 - 4160 hours | 6.10 ) | the contract | | |
| Over 4160 hours | 6.75 | 6.95 | 7.15 | 7.35 |

Confirmed 4/22/91 (Date)

ALLIED EMPLOYERS, INC.

A. K. Baird
For and on behalf of
Safeway, Inc.

U.F.C.W. UNION LOCAL #1439

Robert K. Freimuth