

A G R E E M E N T

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

**For and on Behalf of
FRED MEYER, INC.**

and

UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL NO. 367

**GENERAL MERCHANDISE
Wage & Working Agreement
(Lacey)**

Effective October 29, 2023

Through: October 24, 2026

Ratified: October 16, 2023

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General Merchandise
Oct. 29, 2023 – Oct. 24, 2026

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**By and Between
FRED MEYER, INC.**

And

UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL NO. 367

**GENERAL MERCHANDISE
WAGE AND WORKING AGREEMENT**

This Agreement is entered into by and between Lacey Fred Meyer referred to hereinafter as the "EMPLOYER" and the United Food and Commercial Workers Union Local No. 367, chartered by the United Food and Commercial Workers International Union, referred to hereinafter as the "UNION".

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

1.01 Allied Employers, Inc., hereby recognizes the UFCW Union Local No. 367 as the sole and exclusive collective bargaining agency for a unit consisting of all employees employed by the Employer, including concessions in the non-food department under the direct control of the Employer party to this Agreement, located at 700 Sleater Kinney Rd SE, Lacey, WA., with respect to rates of pay, hours, and other conditions of employment, and which employees are engaged in handling or selling merchandise shall be members of the UFCW Union Local No. 367; excluding employees whose work is performed within a jewelry, pharmacy, meat, grocery, culinary, or bakery department location of the retail establishment, supervisory employees within the meaning of the LABOR MANAGEMENT RELATIONS ACT of 1947 as amended.

1.02 UFCW Union Local No. 367, for and on behalf of its members, hereby recognizes Allied Employers, Inc., as the sole and exclusive collective bargaining agency for the Employer designated as a party to this Agreement.

ARTICLE 2 - UNION SECURITY

2.01 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.

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2.02 The Employer agrees not to keep in his employ, in the classifications listed herein, anyone whose membership in the Union has terminated because of the failure to tender periodic dues or initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

2.02.1 Whenever the Union shall require the discharge of any employee, in connection with the Union security clause of this contract, the Union shall notify the individual store and copy the Main Office. Further, the Union shall hold the Employer harmless and shall indemnify the Employer against loss, as a result of relying upon the direction of the Union in terminating any employee. The Employer agrees that when the Union notifies the Employer, in writing, that the reason for the termination was a bona fide clerical error, the Employer will offer to reinstate the employee within a reasonable time, not later than the beginning of the next scheduled work week after receipt of such written notice.

2.02.2 Add initiation and uniform dues through payroll deduction as follows:

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

2.03 Any new employee failing or refusing to secure membership in the Union as provided above shall, upon demand of the Union, be released from the employ of the Employer.

2.04 The Employer agrees to deliver to each new employee immediately upon employment a notification kit from the Union outlining the provisions of this Agreement and to send attached

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postcard properly filled out to the Union. These notification kits, including self-addressed postage-paid postcard, shall be supplied by the Union to the Employer.

2.05 Each month the Employer shall provide an electronic report of all new hires and terminations. Such report shall include the employee's first name, middle initial and last name, social security number, 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 employee's 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.

2.06 Except as provided under 2.06.1, 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 shall make such judgment fairly.

2.06.1 In order for the Employer to have ample time within which to properly evaluate the performance of an employee, it is hereby agreed that the Employer has ninety (90) days after the initial date of employment in which to evaluate the employee. Within the said ninety (90) day period, the Employer may terminate the employee without recourse. This ninety (90) day period shall be extended by the amount of time the employee is absent from or unavailable for work due to medical reasons during the probationary period. The Employer must notify both the employee and the Union in writing, prior to the completion of the probationary period, of their intent to extend the probationary period.

2.07 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.

ARTICLE 3 - SENIORITY

3.01 ATTAINMENT OF SENIORITY

3.01.1 All employees shall attain seniority after six (6) months with the Employer. Upon attainment of seniority, the seniority date shall be the employee's last date of hire.

3.02 APPLICATION OF SENIORITY

3.02.1 Seniority shall be applied on a departmental basis within each store. Departments are defined as Soft Goods, ALE, Home Improvement Center, Nutrition Center, Garden Center, individual concessions, General Merchandise, Photo Electric Computers (PEC), and Shoes.

3.02.2 An employee's seniority shall not be broken in cases where the employee transfers or is transferred to a different department or store location covered by this Agreement.

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3.03 LAYOFF

3.03.1 Where there is a reduction of the number of employees performing departmental work, the last employee hired shall be the first employee laid off, provided qualifications and ability are equal.

3.04 REHIRE

3.04.1 Where there is an increase in the number of employees performing departmental work, the last employee laid off from such department work shall be the first employee rehired. In cases where two or more employees are laid off on the same day, the senior employee shall be the first rehired, provided qualifications and ability are equal.

3.04.2 In calling employees back to work in accordance with Section 3.04.1 above, the Employer shall attempt to contact the appropriate employee by telephone. It shall be the responsibility of the employee to keep management apprised at all times of the employee's current address and telephone number. The Employer shall be under no obligation to schedule or recall any employee who cannot be contacted due to change of address or telephone number.

3.05 AVAILABILITY OF HOURS

3.05.1 The parties recognize that it is necessary to utilize both full-time and part-time employees in the Employer's business. Nevertheless, it is the policy of the Employer to utilize as many full-time employees (up to 40 straight-time hours per week) as is practical, taking into consideration the needs of the Employer's business. The Employer retains the sole and exclusive right to determine the needs of business and to establish weekly work schedules in accordance with said needs, and nothing in this Agreement shall restrict these rights. An employee with seniority, as provided in Section 3.01.1, performing a comparable work assignment within the same job classification as a junior employee who has been assigned a longer weekly work schedule, shall be entitled, upon request, to said junior employee's work schedule up to a maximum of forty (40) straight-time hours per week, provided that the senior employee's qualifications and ability are equal, that said employee is available to perform the longer weekly work schedule, and that said employee has previously notified the Employer, in writing, of the employee's desire to work additional hours. The senior employee's request for said longer weekly work schedule shall be made in writing to the employee's immediate department or section supervisor within twenty-four (24) hours of the publication of the weekly work schedule in question. Nothing herein shall be construed as a guarantee of daily or weekly hours of work. It shall be an obligation of the Employer to promptly investigate alleged abuses upon presentation, and to rectify such abuses when justified within the meaning of this section.

3.06 LOSS OF SENIORITY

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

3.06.2 Voluntary quit;

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3.06.3 Discharge in accordance with paragraph 2.06;

3.06.4 Absence caused by a layoff in excess of ninety (90) consecutive calendar days;

3.06.5 Absence caused by an illness or non-occupational accident of more than six (6) months;

3.06.6 Absence caused by an occupational accident of more than twelve (12) consecutive months;

3.06.7 Failure to report to work within seventy-two (72) hours following the postmark of the written notice referred to in paragraph 3.04.2 mailed to employee's last known address; and,

3.06.8 Failure to report to work immediately following a leave of absence as provided for under Article 4.

3.07 Nothing set forth in this Article 3 shall be interpreted or applied to require any compensation for time not worked.

ARTICLE 4 - LEAVE OF ABSENCE

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

4.01.1 Illness (including pregnancy) or non-occupational injury which requires absence from work;

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

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

4.02.1 Union stewards may be granted up to two (2) unpaid off per calendar year to attend Union functions

4.03 Upon request of the Union, leaves of absence without pay for Union business not to exceed nine (9) months may be granted by the Employer to employees regardless of length of service.

4.04 Any request for a leave of absence under the terms of paragraphs 4.01 and 4.02 shall be in writing and state the following information:

4.04.1 Reason for such request;

4.04.2 Date leave is to begin; and

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4.04.3 Date of return to work.

4.05 Any leave of absence with the exception of paragraphs 4.01.2 and 4.06, may run to a maximum of six (6) months.

4.06 Leaves due to occupational injuries shall be granted for the period of recovery up to a maximum of twelve (12) months.

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

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

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

4.08 Any employee who fails to return to work at the end of a leave of absence shall be terminated as provided for under paragraph 3.06.8.

4.09 Self-employment or employment elsewhere during an authorized leave of absence shall be considered a voluntary quit with forfeiture of all rights inherent to this Agreement, unless specifically authorized by management in writing prior to taking a leave of absence.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

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

5.02 All hours worked in excess of eight (8) hours per day and forty (40) hours per week shall be paid for at the rate of time and one-half (1-1/2). Where six (6) days are worked on a mandatory basis, Monday through Saturday, time and one-half (1-1/2) shall be paid for work on the day (other than Sunday) the least number of hours are worked provided, however, a Store Helper may work the sixth (6th) day at straight time; provided further, the rate of straight time shall be applicable if the employee works six (6) days, Monday through Saturday, on a voluntary basis. Time and one-half (1-1/2) shall be paid for work on the 9th consecutive day and each day thereafter until a day off is reached except during the Christmas season or by mutual agreement.

5.03 A minimum of ten (10) hours shall be scheduled between two (2) consecutive work shifts. Work performed prior to the ten (10) hours between the two (2) work shifts, when so scheduled by the Employer, shall be paid at the rate of time and one-half (1-1/2) the employee's regular straight time rate of pay. This article shall not apply during the holiday season.

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

5.04.1 Sundays: The employee's regular rate of pay plus \$1.00 per hour.

5.04.2 Holidays: After six (6) months of employment, employees who work on any holiday specified in this Agreement shall be paid for at time and one-half (1-1/2) the employee's straight-time wage rate in addition to any holiday pay to which the employee is otherwise entitled to under Article 7.

5.04.3 12:00 a.m. (midnight) to 5:00 a.m.: The employee's regular straight-time rate of pay plus twenty cents (20¢) per hour.

5.04.4 There shall be no compounding or pyramiding of premium pay and overtime pay and only the highest applicable rate shall be paid.

5.05 Rest Periods: Employees shall be allowed a rest period of not less than ten (10) minutes, on the Employer's time for each four (4) hours of working time. Rest period shall be scheduled as near as possible to the mid-point of the work period. No employee shall be required to work more than three (3) hours without a rest period. In freestanding, five-hour shifts, employees shall receive one (1) 15-minute rest period.

5.06 Wage Statements: The Employer agrees to furnish each employee, on regular established paydays, a wage statement showing the name of the employee, period covered, hours worked, rate of pay, total amount of wages paid and deductions made. Employees receiving direct deposits will be furnished this information electronically.

5.07 Work Schedules: The Employer recognizes the desirability of giving his employees as much notice as possible in the planning of their weekly schedules of work and accordingly agrees to post a work schedule not later than 6:00 p.m. on Thursday in accordance with Letter of Understanding #8. It is understood that the work schedule may not be used to guarantee any specified number of hours of work to any employee and that the schedule may be changed in case of emergency; or by 48 hours' notice to the employee, or by mutual agreement between the Employer and the employee provided, however, no employee shall be discriminated against for failure to enter into such mutual agreement. The fifteen-minute chart shall include the period designated as the lunch period and shall be available by 6:00 p.m. on Thursday for the entire work week.

5.08 The Employer shall not schedule any employee for a split shift, except as provided under paragraph 5.09.

5.09 Employees required by the Employer to attend promotional sales meetings, training meetings, or other store business meetings, shall be paid at straight-time, limited to two (2) hours, overtime thereafter. Employees shall not be required to attend such meetings on their scheduled days off. The split shift provision of Section 5.08, and the minimum call-in

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requirement of Section 6.03, and the Section 5.03 provisions regarding minimum time between shifts shall not apply to time spent in store meetings.

ARTICLE 6 - CLASSIFICATIONS AND MINIMUM RATES OF PAY

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

6.02 For the purpose of computing months of experience and determining length of service wage adjustments under paragraph 6.01 of this Article 6, one hundred and seventy-three and one-third (173-1/3) hours of employment with the current Employer shall be counted as one (1) month's experience provided that no employee shall be credited for more than one hundred seventy-three and one-third (173-1/3) hours of experience in any one calendar month. All wage adjustments required by the application of this Article shall be effective on the first (1st) Sunday following the completion of the hours specified above.

6.02.1 The apprentice pay bracket formula is based entirely on actual hours of comparable experience in the retail industry, experience which is absolutely essential for proper understanding of the responsibilities and satisfactory performance of the job or position. However, for those apprentices who go into the military service prior to becoming a Journeyman, such an employee will be re-employed at the next higher wage rate above his rate at the time of entry into the military service, if the employee applies for re-employment within ninety (90) days following discharge.

6.03 All employees, except those in the classification Store Helper and except in cases of emergency beyond the Employer's control or where the employee is unable to work four (4) hours on a particular day, shall receive not less than four (4) continuous hours' work or equivalent compensation in any one day ordered to report for work, compensation to begin at the time of reporting for duty.

6.04 The terms and conditions of employment covered under this Agreement are intended to be 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 consent of the Union.

6.05 Comparable experience means having performed similar kinds of work in handling similar kinds of merchandise for Fred Meyer, Inc. The Employer shall be the sole judge of the comparability of prior experience and such judgment shall not be arbitrary or capricious. Where comparable past experience is applicable, it shall be applied as follows: If less than four (4) years have elapsed since last employed, in comparable experience, full credit is given; if more than four (4) years, no credit shall be given.

6.05.1 Prior hours of experience must be claimed on the employment application.

6.06 Promotion. General Merchandise clerks who are promoted to APC clerks under Appendix A of the Grocery Agreement shall remain at their current wage rate until accumulating

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2,080 hours and then shall progress to the next higher rate in the progression and then continue their progression under Appendix A. This clause does not apply to Courtesy Clerks and Helper Clerks.

ARTICLE 7 - HOLIDAYS

7.01 The following days shall be considered holidays: New Year's Day (January 1), Memorial Day (last Monday in May), Independence Day (4th of July), Labor Day (1st Monday in September), Thanksgiving Day (4th Thursday in November) and Christmas Day (December 25). Employees will be eligible for the above holidays after six (6) months' continuous employment.

7.01.1 Personal Holiday: Current employees with one year of employment shall have two personal holidays as of July 17, 2014 and employees hired after July 17, 2014 shall have two personal holidays after one year of employment. Such personal holidays shall be scheduled by mutual agreement between the Employer and the employee, provided the employee shall give the Employer fourteen (14) days' advance notice of the day they desire as their personal day. After the first year of employment, such personal holidays must be taken each year before the employee's anniversary date. Personal holidays may not be accumulated or carried over from one year to the next. By mutual agreement, the employee may receive pay in lieu of a day off for their personal holidays.

7.02 Employees, provided they normally work the hours as specified below, who work during the week in which the holiday occurs, and report for work their last scheduled working day preceding and their next scheduled working day immediately following the holiday, shall be paid for holidays, specified in paragraph 7.01 of this Article not worked on the following basis:

7.02.1 Employees normally working twelve (12) hours or more per week shall be paid for the holiday on the basis of one-fifth (1/5) of the employee's normal hours worked per week. The Employer shall use a standard computing period of no less than four (4) calendar weeks preceding the holiday week to determine the "hours normally" worked.

7.03 Employees who qualify for holiday pay as specified in paragraph 7.01 and 7.02 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 7.01 of this Article.

7.04 Holiday work shall be on a voluntary basis. If there are not enough employees who volunteer to work to properly operate the store, then the necessary employees shall be scheduled to work beginning with the least senior qualified employee.

ARTICLE 8 - VACATIONS

8.01 All employees who have worked continuously for the Employer and who receive straight-time compensation for eight hundred (800) or more hours in their anniversary year shall be entitled to an annual vacation with pay as follows:

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After completion of one (1) continuous year	-	One (1) week
After completion of two (2) continuous years	-	Two (2) weeks
After completion of five (5) continuous years	-	Three (3) weeks
After completion of twelve (12) continuous years	-	Four (4) weeks

8.02 Employees who qualify as in Section 8.01 above, shall receive vacation pay at the rate of pay in effect at the time of taking of vacation based upon the average weekly straight-time hours worked since the last anniversary date of their employment.

8.03 Time not worked up to a maximum of thirty (30) days per year due to vacation, holidays, verified absences due to illness or accident and excused absences shall be counted as time worked for the purpose of computing vacation pay.

8.04 Any employee otherwise eligible for vacation who voluntarily quits, retires, or is permanently laid off due to lack of work, shall be entitled to pro-rata vacation pay in proportion to the hours for which the employee has received straight-time compensation to the 2,080 hour industrial year.

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

ARTICLE 9 - SICK LEAVE

9.01 Employees, after one (1) year of service, during each twelve (12) months following their last date of employment, (after the first (1st) and each succeeding year of continuous employment with their current Employer) shall be entitled as set forth below to paid sick leave at their current regular straight-time hourly rate for bona fide illness or injury-off-the-job.

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

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

9.03 Sick leave pay, to the extent 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 (includes day/outpatient surgery), or the employee has a full bank (120 hours) of earned sick leave and shall be in an amount per day equal to the average number of straight-time hours worked per day by the employee during the past twelve (12) months; provided (1) the daily total of sick leave pay under this Article and disability payments provided by the Health and Welfare Plan shall not exceed the current regular straight-time rate for the employee's average hours up to eight (8) hours per day; and (2) not more than five (5) days' sick leave pay shall be required in any one (1) work week.

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9.04 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.

9.05 In order to receive sick leave benefits, a doctor's certificate or other authoritative verification of illness may be required by the Employer. The Employer agrees it will not require a doctor's verification in every situation.

9.06 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, and may be discharged by the company for such falsification or misrepresentation.

9.07 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.

9.07.1 Sick leave may be utilized to supplement worker's compensation to the extent it has been accumulated, however, the total of sick leave pay, disability payment under any employer paid insurance plan, and worker's compensation benefits paid to an employee in any calendar week shall not exceed the average earnings of an employee for the six (6) weeks prior to his/her absence.

9.08 Employees shall be permitted family leave in accordance with RCW 49.12 on the same terms and conditions (including eligibility requirements) as set out in this Agreement.

ARTICLE 10 - BEREAVEMENT LEAVE

10.01 After their first year of employment, employees who are regularly employed 24 hours or more per week, shall be allowed up to three (3) days off with pay for loss of their normal scheduled hours of work during the three (3) calendar days commencing with or immediately following the date of the death of a member of their immediate family as defined below. Bereavement leave will be paid only with respect to a work day on which the employee would otherwise have worked and shall not apply to any employee's scheduled days off, holidays, vacation, or any other day in which the employee would not, in any event, have worked. Scheduled days off will not be changed to avoid payment of bereavement leave. Bereavement leave shall be paid for at the employee's regular straight-time hourly rate. Immediate family shall be defined as spouse, daughter, son, mother, father, mother-in-law and father-in-law of existing spouse, grandparents, brother, sister, step children, grandchildren, current stepmother, current stepfather, domestic partner and relatives residing with the employee.

ARTICLE 11 - JURY DUTY

11.01 After their first year of employment, employees who are regularly employed eighty (80) hours or more per month who are called for service on a superior court, federal district court, municipal court or district court jury shall be excused from work for the days on which they

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serve, up to a calendar year maximum of one hundred twenty (120) hours per year of an employee's scheduled hours, and shall be paid the difference between the fee they receive for such service and the amount of straight-time earnings lost by reason of such service up to a limit of eight (8) hours per day, forty (40) hours per week; provided, however, an employee called for jury duty who is temporarily excused from attendance at court must report to his place of work if sufficient time remains after such excuse to permit him to report to his place of work and work at least one-half (1/2) of his normal workday. 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. The Employer will not reschedule employees to circumvent the requirements of this Article.

11.01.1 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.

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

ARTICLE 12 - HEALTH AND WELFARE

12.01 Employees shall continue to have Health and Welfare benefits provided through the Kroger Health and Welfare Plan now in effect for employees of Fred Meyer that are covered by these plans. Employees will be subject to all terms and conditions of the plans and will be covered by any increase in benefits or any changes in the plans on the same basis as other employees and as determined by law and the trustee of the plan

12.02 Fred Meyer will continue to provide short-term disability benefits as follows: Regular full-time employees and part-time employees averaging 24 hours per week who exhaust all accumulated full-time sick leave benefits during an extended illness or injury, defined as an absence of two weeks or longer, will receive short-term disability at half pay. Combined full-time and half-time benefits may be continued up to a maximum of 26 weeks.

ARTICLE 13 - RETIREMENT PROGRAM

13.01 Company 401K Plan: Those who are on the payroll as of the effective date of this agreement may elect to contribute contributions to the company 401K program; provided however that upon funding of the Sound VAP Trust the employer shall not be required to fund or match contributions.

13.02 Sound VAP Trust Employer Contributions: Effective January 1, 2025, the Employer will contribute 2.8 percent of salary per month for each eligible active participant to the VAP. Contributions will be made on behalf of current active employees and future newly hired employees in classifications.

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

13.04 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.

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

13.05 The provisions of the Grievance Procedure language set forth in this Agreement shall, in no way, apply to or affect the Employer's obligation to pay contributions to this Trust Fund.

13.06 , the Employer and the Union agree to be bound by the terms and provisions of that certain Trust Agreement creating the Sound Variable Annuity Pension Trust. Further, the Employer accepts as his representative 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. The Employer and the Union also agree to be bound by the terms of the parties' Health & Welfare and Pension Agreement.

ARTICLE 14 - STATE INDUSTRIAL INSURANCE

14.01 All employees shall be covered under Washington State Workmen's Industrial Accident Compensation or guaranteed equal coverage.

ARTICLE 15 - GENERAL CONDITIONS

15.01 No employee shall be disciplined or discharged for reporting contract violations to the Union.

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

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

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15.04 It is the desire of both the Employer and the Union to avoid wherever possible the loss of working time by employees covered by this Agreement. All contacts will be handled so as to not interfere with the employee's duties or with service to the customers.

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

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

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

15.07 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. Such disciplinary action may be subject to Article 17, Grievances.

15.08 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 including but not limited to the right to make and enforce reasonable rules to assure the orderly and efficient operation of the business shall be unimpaired. The above rights of management are not all inclusive but indicate the type of matters or rights which belong to and are inherent to management.

15.09 Any employee receiving the approval of management to use his automobile for company business shall be compensated at the current company rate for all miles so used.

15.10 Drug and Alcohol Policy - Employees shall be subject to the Employer's Drug and Alcohol Policy, as those standards may be modified or amended by the Employer from time to time; provided, however, that prior to implementing any change in the Drug and Alcohol Policy, the Employer will give the Union notice of the proposed change and an opportunity to bargain. Any request to bargain must be received by the Employer within 15 calendar days after receipt of the proposed changes by the Union.

15.11 The Employer will notify the Union prior to implementation of any new technology or methods that may have a material effect on the wages, hours, or working conditions of any bargaining unit employee. When practicable such notice will be given at least 60 days prior to implementation.

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ARTICLE 16 - NON-DISCRIMINATION

16.01 The parties to this Agreement acknowledge their responsibilities under Title VII of the CIVIL RIGHTS ACT of 1964 and the AGE DISCRIMINATION IN EMPLOYMENT ACT of 1967, and do hereby agree not to discriminate on the basis of race, color, religion, sex, national origin, age, or disability. The Employer and the Union agree that each will fully comply with applicable laws and regulations regarding discrimination and will not discriminate against any employee or applicant for employment because of such person's race, religion, color, national origin, sex, age, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental, or physical disability. Any reference to gender in this Agreement includes both genders. Both parties recognize in all cases of conflict between the Americans With Disabilities Act (ADA) and any provisions of this Agreement, or any practice under any of its provisions, the ADA shall prevail.

16.02 When the gender "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 17 - GRIEVANCES

17.01 The Employer agrees that disciplinary action will be made fairly and impartially, but in the event a protest of a disciplinary action is lodged with the Employer, then the provisions of this Article shall be invoked.

17.02 Both parties agree not to use strikes, lockouts, or other economic weapons or actions to settle any grievances or disputes concerning the application or interpretation of this Agreement, but to settle them in an amicable manner, as provided above. It is further understood that the duly authorized representatives of Local 367 shall have the authority on behalf of the Union to enforce the terms of this Agreement.

17.03 No grievance or claim of violation of this Agreement shall be recognized unless presented in writing within forty-five (45) days from the date of the occurrence giving rise to the complaint or grievance, except that in cases of discharge the grievance shall be filed within fifteen (15) days. Wage rates for new employees without any previous experience, that are established at less per hour than the minimum applicable contract rate, shall be subject to back adjustment for a maximum period of six (6) months from the date the employee was hired. Time limitations for the filing of grievances concerning past credit experience shall be governed by the terms of Article 6. The limitations provided in this Section shall, likewise, apply to the Employer. The written grievance shall state as fully as possible the matter at issue and the contractual violation alleged. Any grievance not filed in accordance with this Section shall be deemed waived.

17.04 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 one (1) member from the Employer and one (1) member from the Union; and the

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decision of the Labor Relations Committee shall be final and binding. In the event the Labor Relations Committee fails to reach an agreement within seven (7) days from the date a grievance is considered by the Committee, the moving party must, within seven (7) days thereafter, refer the grievance to arbitration by written notice to the other party.

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

1. Richard Ahearn
2. Katrina Boedecker
3. Michael E. Cavanaugh
4. Paul Grace
5. Martin Henner
6. Alan Krebs
7. Howell Lankford
8. Charlene McMillan
9. Tom Levak
10. Michael Marr
11. Timothy D.W. Williams

The Labor Relations Committee and the Arbitrator shall have no power to add to, subtract from, or change or modify any provision of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they apply to the specific facts of the issue in dispute. The decision of the Arbitrator shall be final and binding on all parties and shall be rendered within thirty (30) days from the close of the hearing or the receipt of briefs, whichever is later. Should the Arbitrator fail to comply with these provisions, he/she will not be paid for his/her services. The moving party shall notify the Arbitrator of this provision during the selection process. If the assignment is refused, the parties agree to select an alternate.

17.05 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 these provisions at the conclusion of the arbitration hearing.

17.06 Neither the Labor Relations Committee nor any arbitrator shall be empowered to render a decision in a disciplinary matter, which creates for the Employer, any retroactive wage or benefit liability for time not actually worked in excess of ninety (90) days. In matters involving alleged seniority violations, the provisions of Section 3.07 shall control.

17.07 The Labor Relations Committee step may be waived by mutual agreement. The grievance may then be referred directly to arbitration in accordance with Section 17.04 above.

17.08 Any time limitations established herein may be extended by mutual agreement of the parties.

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17.09 In the event a member of the permanent arbitrator panel informs the parties they are retiring or no longer accepting cases for an extended period of time, the parties shall confer and mutually agree to a replacement panel member within 30 calendar days. If the parties fail to mutually agree to a permanent replacement within thirty (30) days, the moving party on grievances may opt to request and utilize a regional FMCS panel of arbitrators who have a primary office in Washington, Oregon, or Idaho.

ARTICLE 18 - NO STRIKES OR LOCKOUTS

18.01 It is understood and agreed that the grievance and arbitration procedure of this Agreement and the judicial and administrative remedies provided by law are the sole and exclusive means for settling any dispute between the employees and/or the Union and the Employer, whether relating to the application of this Agreement or otherwise.

Accordingly, for the duration of this Agreement and any extension thereof, the Union agrees that neither the Union, its officers, agents, representatives and members, nor any employees covered by this Agreement shall in any way, directly or indirectly authorize, cause, assist, encourage, participate in, ratify or condone any strike (whether it be an economic strike, unfair labor practice strike, sympathy strike, or otherwise), sit-down, sit-in, slowdown, walkout, cessation or stoppage of work, picketing (including any refusal to cross any other labor organization's or other parties' picket line), hand billing or any other activity which interferes, directly or indirectly, with the Employer's operations at any location.

ARTICLE 19 - SEPARABILITY

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

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

ARTICLE 20 - WORKPLACE SAFETY

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

20.02 Master Safety Committee: In addition to the store level safety committees, the Employer and the Unions will jointly set up a Master Safety Committee, made up of (2) members from the Union, and up to an equal number of members from the Company. If necessary to address

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certain issues at a workplace either party may invite guests, with prior approval of the committee.

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

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

Master Safety Committee will review current safety training and procedures and will collaborate on recommendations for changes/additions going forward.

Master Safety Committee will explore walk-throughs of emergency exits, evacuation routes, etc. in a manner that does not disrupt customers/the business operation. Logistics and details will be agreed to by December 1, 2022.

Employers agree to preschedule Master Safety Committee meetings for each coming year. Master Safety Committee dates for 2022 will be: June 17, Sept 23, Dec 7. Future dates for 2023 to be determined at the December 8 meeting.

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

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

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

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

20.07 At stores with specific challenges, the Employers will work with the Union to identify and utilize community partners/programs to help address issues around the store that impact employee and customer safety. This will be on a case-by-case basis depending on the unique issues surrounding a specific store.

ARTICLE 21 - DURATION OF AGREEMENT

21.01 This Agreement shall be in full force and effect from and after October 29, 2023 through October 24, 2026, at which time it shall be automatically renewed for a period of one (1) year from said date, and thereafter for each year upon each anniversary of said date without further

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notice; provided, however, that either party may open this Agreement for the purpose of discussing a revision within sixty (60) days prior to said expiration date of each anniversary thereof upon written notice being served upon either party by the other.

ALLIED EMPLOYERS, INC.
For and on behalf of: Fred Meyer, Inc.

UFCW UNION LOCAL NO. 367

DocuSigned by:
Scott Klitzke Powers 11/13/2024
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Scott Klitzke Powers Date
President

DocuSigned by:
Michael Hines 11/13/2024
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Michael Hines Date
President

UFCW Local #367 - Fred Meyer, Inc.
General Merchandise
Oct. 29, 2023 – Oct. 24, 2026

**LETTER OF UNDERSTANDING #1
EXEMPT EMPLOYEES**

It is hereby agreed that exempt employees under the provisions of Article 1, Recognition and Bargaining Unit, of the above-referenced Agreement shall be limited to the following:

ALE	-	3	SHO	-	1	MMK	-	1
HOM	-	6	GRC	-	1	NCR	-	1
PEC	-	2	PEM	-	3	(Combined MMK and PEC)		

Trainees - One (1) for every fifty (50) employees.

APPENDIX “A”

General Sales Clerks	Current	10/29/23	10/27/24	10/26/25
Journey person	\$19.85	\$20.85	\$21.40	\$21.90
	Current	10/29/23	1/1/24	1/1/25
Step 8 (5201 – 6240 hours)	16.54	17.74	18.28	<i>Wage rates TBD based on minimum wage at that time.</i>
Step 7 (4681 - 5200 hours)	16.44	17.49	18.03	
Step 6 (4161 - 4680 hours)	16.34	17.24	17.78	
Step 5 (3641 - 4160 hours)	16.24	16.99	17.53	
Step 4 (2601 - 3640 hours)	16.14	16.74	17.28	
Step 3 (1561 - 2600 hours)	16.04	16.49	17.03	
Step 2 (521 - 1560 hours)	15.94	16.24	16.78	
Step 1 (0 - 520 hours)	15.84	15.99	16.53	
Store Helpers/Christmas Extras***	15.74	15.99	16.53	

All employees paid above the Journey person/Thereafter rate will receive the same increases as the Journey person/Thereafter rate in each year of the Agreement.

In no event shall any wage classification be less than twenty-five cents (25¢) per hour above the then current minimum wage. Each rate will be at least twenty-five cents (25¢) per hour higher than the previous rate in the progression schedule not to exceed the Journey person rate.

A. Receivers Wages:

1. Raise GM JP Receivers rate to equal Grocery JP rates by end of the term as follows:
 - a. Current GM JP Receivers are red-circled and will move to Seattle Grocery A red-circled rate by end of term with 3 equal additional increases.
 - b. The new non-red-circled GM Receiver rate will move to APC JP rate by end of contract with 3 equal additional increases.
2. GM Receivers will have the same performance standards as Grocery Receiving and the Company may interchange receiving duties.

B. Auditor Wages: Apply former CCK wages to this work.

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Job Transfer Rights:

For two years following the date of ratification of this agreement any worker covered under the GM contract who applies for an open Grocery position will be given first consideration for such positions over outside hires provided they are in good standing and have the skills and ability to perform the duties of the new job.

Additionally, they shall be given credit for all hours worked when moving to the grocery position and shall be placed at the step on the APC scale commensurate with their experience.

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DEFINITIONS

STORE HELPERS: They shall not work more than twenty percent (20%) of the total weekly hours of all employees. Store Helpers working more than twenty percent (20%) of the total weekly hours shall be paid as First Apprentice. They shall not replace any regular General Clerks.

LEAD PERSON: Those employees designated by management with fulltime responsibility of operating a major merchandising department shall be paid fifty cents (50¢) per hour above the journey person general sales rate.

CHRISTMAS EXTRAS: (Employees hired October 1 or later and who terminate prior to the second Sunday in January). Christmas extras shall not be subject to the following provisions of this Agreement:

Sections 5.04.1 and 5.04.3, Article 7 - Holidays, Article 8 - Vacations, Article 12 - Health and Welfare & Dental, Article 13 - Retirement.

Any Christmas Extra hired October 1 or later, who remains on the payroll after the second Sunday in January, shall be covered by all the provisions of this Agreement, prospectively.

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LETTER OF UNDERSTANDING #2
AVAILABILITY OF ADDITIONAL HOURS

When an employee desires additional hours, up to forty (40) hours per week, and there are insufficient hours within an employee's home department, he/she will sign an extra register indicating availability, hire date and home phone number. When practical, the Employer will utilize employees from this register on a seniority basis, provided qualifications and ability are equal, to fill vacancies. The application of this Letter of Understanding is not subject to the grievance procedure of the contract.

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LETTER OF UNDERSTANDING #3
REQUEST WORK - ALL PURPOSE CLERK

Employees covered by this Agreement, who are interested in working in the APC Department, must advise the Store Director, in writing.

Interested employees will be considered and interviewed for openings in the APC Department. Such consideration shall be at the sole discretion of the Employer and not subject to the grievance procedure.

In the event an interested employee is placed in a APC position, they will be given their equal or next higher rate of pay on the APC progression.

In the event a General Merchandise unit employee works within a APC classification, that employee shall receive the appropriate APC rate of pay for the time spent in APC.

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LETTER OF UNDERSTANDING #4
DUES CHECK-OFF

The deduction of “uniform dues and initiation fees” does not include any additional deductions for assessments or strike funds.

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**LETTER OF UNDERSTANDING #5
VACATION HOURS**

Employees may request vacation hours be used to meet health and welfare eligibility provided the employees have enough scheduled hours in a month to meet eligibility requirements.

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**LETTER OF UNDERSTANDING #6
GRIEVANCE CORRESPONDENCE**

The Union shall reference all grievance correspondence in a consistent manner. The regarding line of each document shall include the Article of the agreement that the Union alleges has been violated, the name of the grievant, the nature of the dispute, or, if applicable, the document shall indicate that the grievance is filed on behalf of multiple employees. It is understood the parties agree that a failure to include shall not result in the denial of a grievance.

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LETTER OF UNDERSTANDING #7
GRIEVANCE PROCEDURE

The parties confirm that the back pay cap in Section 17.06 is a hard cap with no exceptions.

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LETTER OF UNDERSTANDING #8
SCHEDULING PRACTICES: TWO-WEEK SCHEDULE

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

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

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

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

1. The Joint Committee will work towards the establishment of a training program to meet the needs of future staffing.
2. The committee will have an equal number of union and employer representatives.
3. Joint Committee will meet quarterly.
4. The Joint Committee will seek new funding streams.
5. All members of the Joint Committee will cooperate in order to meet requirements of grants, when reasonable and it makes business sense to do so.
6. Each signatory Employer will contribute \$0.01 per hour to the Sound WeTrain Training and Workforce Development Trust. This will be effective on October 2022 hours (later expiring contracts will begin the contributions no earlier than effective on hours the month following expiration).
7. The bargaining parties agree to allow the joint committee to address future funding needs during the term of this agreement.

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

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LETTER OF UNDERSTANDING #10
JOINT LABOR MANAGEMENT COMMITTEES

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

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

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**LETTER OF UNDERSTANDING #11
HOLIDAY HOURS**

The parties acknowledge the following:

1. Due to the busy holiday season, the employer hires “Christmas Extras”.
2. There is a need to on-board Christmas Extras so they are trained and prepared when needed.
3. Ordinarily, these training hours should not reduce the number of hours available to regular employees.
4. The parties will work in good faith to balance the desire of current employees for more hours with the Employer’s business need to be adequately staffed for the holidays.

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SIGNATURE PAGE

The parties hereby agree to the following Letters of Understanding:

- Letter of Understanding #1: Exempt Employees
- Letter of Understanding #2: Availability of Additional Hours
- Letter of Understanding #3: Request Work – All Purpose Clerk
- Letter of Understanding #4: Dues Check Off
- Letter of Understanding #5: Vacation Hours
- Letter of Understanding #6: Grievance Correspondence
- Letter of Understanding #7: Grievance Procedure
- Letter of Understanding #8: Scheduling Practices: Two-Week Schedule
- Letter of Understanding #9: Investment in Workforce Development WeTrain Non-Profit
- Letter of Understanding #10: Joint Labor Management Committees
- Letter of Understanding #11: Holiday Hours

ALLIED EMPLOYERS, INC.
For and on behalf of:
Fred Meyer, Inc.

UFCW UNION LOCAL NO. 367

DocuSigned by:
Scott Klitzke Powers 11/13/2024
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Scott Klitzke Powers Date
President

DocuSigned by:
Michael Hines 11/13/2024
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Michael Hines Date
President