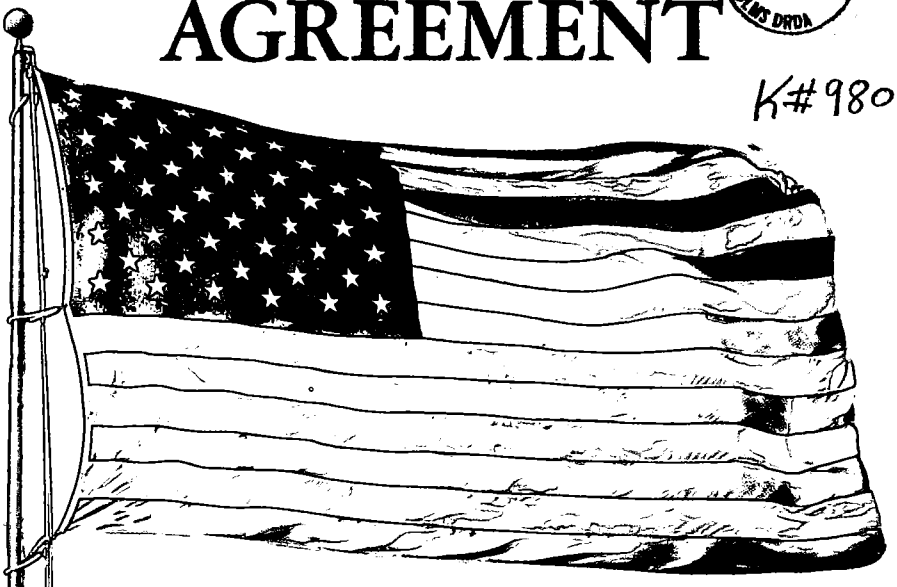
US DOL ESA
REC'D
NOV - 4 2009
OLMS DRDA

AGREEMENT

K#9804



By And Between

Allied Employers, Inc.

and

UFCW Union Local #81

AFL-CIO

Effective May 6, 2007 to May 1, 2010

Dear Sisters and Brothers

Solidarity Works!

You won't think that's just a slogan after you read this contract.

You have the finest Collective Bargaining Agreement in the United States. And you earned it.

Our shop Stewards work harder. Our staff works harder. Our members work harder.

I can't tell you how proud I am — not only of this contract — but of this Union.

But remember, a contract is only as good as it is enforced. We will do our job. But you have to do yours as well. Don't give back through apathy what you have won through unity.

Solidarity: It's what works!

With warm personal regards.

Fraternally and respectfully,

Michael J. Williams, President

A G R E E M E N T

By and Between
ALLIED EMPLOYERS, INC.

and
UFCW UNION LOCAL #81
AFL-CIO

Meat Dealers
(King-Kitsap)

Signed:
Effective: **May 6, 2007**
To: **May 1, 2010**

INDEX

		Page
ARTICLE 1	CONDITIONS OF EMPLOYMENT	1
ARTICLE 2	WORKING HOURS	2
ARTICLE 3	REST PERIODS	4
ARTICLE 4	VACATIONS	5
ARTICLE 5	HOLIDAYS	7
ARTICLE 6	CLASSIFICATIONS AND RATES OF PAY	8
ARTICLE 7	RETIREMENT PROGRAM	13
ARTICLE 8	SICK LEAVE	15
ARTICLE 9	JURY DUTY	16
ARTICLE 10	APPRENTICES	17
ARTICLE 11	SENIORITY, LAYOFFS AND DISCHARGES	17
ARTICLE 12	LEAVE OF ABSENCE	20
ARTICLE 13	GENERAL CONDITIONS	21
ARTICLE 14	GRIEVANCES	22
ARTICLE 15	GENERAL POLICY	23
ARTICLE 16	SEPARABILITY	24
ARTICLE 17	NON-DISCRIMINATION	24
ARTICLE 18	HEALTH AND WELFARE/DENTAL	25
ARTICLE 19	FUNERAL LEAVE	26

ARTICLE 20 **NO STRIKES OR LOCKOUTS** **26**

ARTICLE 21 **TERMINATION OF AGREEMENT** **26**

LETTER OF UNDERSTANDING #1
SCHEDULING **28**

LETTER OF UNDERSTANDING #2
SELF-SERVICE DELI JURISDICTION **29**

LETTER OF UNDERSTANDING #3
APPRENTICES **30**

LETTER OF UNDERSTANDING #4
NO STRIKES OR LOCKOUTS **31**

LETTER OF UNDERSTANDING #5
DESIGNATION OF UNION REPRESENTATIVE **32**

LETTER OF UNDERSTANDING #6
SERVICE COUNTER EMPLOYEES **33**

LETTER OF UNDERSTANDING #7
CORPORATE CAMPAIGN **34**

LETTER OF UNDERSTANDING #8
MOST FAVORED NATIONS **35**

LETTER OF UNDERSTANDING #9
DUES CHECK-OFF **36**

LETTER OF UNDERSTANDING #10
DOCTOR'S NOTES **37**

LETTER OF UNDERSTANDING #11
UNION JURISDICTION **38**

LETTER OF UNDERSTANDING #12
QFC CHEF EXPRESS **40**

LETTER OF UNDERSTANDING #13
SCHEDULED DAYS OFF **44**

LETTER OF UNDERSTANDING #14
GRIEVANCE PROCEDURE **45**

LETTER OF UNDERSTANDING #15
SCHEDULING PRACTICES **47**

LETTER OF UNDERSTANDING #16
OPTIONAL VOLUNTARY BUYOUT **48**

AGREEMENT

By and Between
ALLIED EMPLOYERS, INC.

and
UNITED FOOD AND COMMERCIAL WORKERS UNION
LOCAL NO. 81
AFL-CIO

MEAT
(King/Kitsap)

This Agreement is made by and between Allied Employers, Inc., for and on behalf of its members operating meat markets in King and Kitsap Counties, and United Food and Commercial Workers Union Local #81. It is the intent and purpose of the parties hereto that this Agreement shall promote and improve the industrial and economic relationship between the Company and the Union and its members as set forth herein, and to set forth herein rates of pay, hours of work, and other conditions of employment to be observed between the parties hereto.

ARTICLE 1 - CONDITIONS OF EMPLOYMENT

1.01 Allied Employers, Inc. hereby recognizes, during the term of this Agreement, United Food and Commercial Workers Union Local #81, as the sole and exclusive collective bargaining agency for all employees of the Employer whose job classification is set forth in this Agreement.

1.02 The United Food and Commercial Workers Union Local #81, for and on behalf of its members, hereby recognizes during the term of this Agreement Allied Employers Inc. as the sole and exclusive collective bargaining agency for all Employers who are designated as parties to this Agreement.

1.03 Pursuant to and in conformance with Section 8(a)3 of the Labor Management Relations Act of 1947, it is agreed that all employees coming under the terms of this Agreement, including but not limited to any family member or owner, (except as provided for in section 15.02) performing work coming under the terms of this Agreement shall make application to join the Union within thirty-one (31) days following the date of employment or within thirty-one (31) days following the signing of this Agreement, whichever is the latter, and must maintain membership in good standing for the life of this Agreement and any renewal thereof. The Employer shall discharge any employee to whom the Union, through

its authorized representative, delivers to the Employer's Main Office a written notice that such employee is not in good standing. The Union agrees to hold the Employer harmless for discharges made pursuant to this section. The Employer shall inform employees of the foregoing requirement at the time they are employed.

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

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

ARTICLE 2 - WORKING HOURS

2.01 The basic straight-time workweek shall be Sunday through Saturday. Whenever fresh meat is offered for sale, at least one (1) Journeyman meatcutter must be employed Sunday through Saturday in each market for at least eight (8) hours, exclusive of lunchtime each day, between the hours of 6:00 a.m. and 6:00 p.m. No split shifts shall be allowed.

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

a. This optional workweek must be mutually agreeable between the Employer and the employee;

b. Employees working this optional workweek shall be guaranteed forty (40) hours per week;

c. Notice of the optional workweek shall be given by Thursday of the preceding week;

d. A minimum of two (2) consecutive scheduled days off;

e. The fifth and sixth day worked in the same workweek shall be paid for at the rate of time and one-half (1-1/2) (except Sunday which shall be paid for at the Sunday rate);

f. All work over ten (10) hours per day shall be paid for at the rate of time and one-half (1-1/2) the straight-time rate of pay;

g. In addition to the rest periods provided for in Section 3.01, employees working the four/ten workweek shall be given an additional rest period of ten (10) minutes after the completion of eight (8) hours' work;

h. Sick leave pay shall begin after sixteen (16) hours missed;

i. Holidays shall be paid as follows:

1. If the employee is scheduled for forty (40) hours during the holiday week, he/she shall receive eight (8) hours holiday pay for holidays not worked;

2. If an employee is scheduled for less than forty (40) hours during a holiday week, he/she shall receive ten hours holiday pay for holidays not worked.

2.02 Days off shall be rotated to the end that consecutive days off shall be shared equally unless otherwise mutually agreed upon.

2.03 In order to give employees as much notice as possible in the planning of their weekly schedules of work, the Employer agrees to post a work schedule for all regular full-time and regular part-time employees before 6:00 p.m. on Thursday of the preceding workweek. Except in cases of emergency, no changes shall be made in said schedule without a full twenty-four (24) hours notice to the employees involved in such changes in schedule. All emergency change of shift hours will be reported to the Union. If they report for work as scheduled, regular full-time employees shall be guaranteed eight (8) hours work per day and forty (40) hours work per week, Monday through Saturday*, and regular part-time employees shall be guaranteed a minimum of four (4) hours work. Extra employees shall receive not less than four (4) hours continuous work or equivalent compensation in any one (1) day ordered to report for work. These guarantees shall not apply in cases of acts of God or other emergencies beyond the Employer's control.

* See Letter of Understanding attached (Scheduling Grievance Settlement).

2.04 All hours worked in excess of eight (8) hours per day, forty (40) hours per week, Monday through Saturday, and between the hours of 9:00 p.m. to 6:00 a.m. shall be paid for at the rate of time and one-half (1-1/2) the regular contract scale. A premium rate of fifty cents (50¢) per hour shall be paid in addition to the straight-time rate for all work performed between the hours of 6:00 p.m. and 9:00 p.m. When an employee works six (6) days in a workweek, Monday through Saturday, time and one-half shall be paid for work on the day the least number of hours are worked. Employees required to work on Sundays or holidays, shall be paid at the applicable rate for Sunday and/or holiday work. Minimum call-ins on Sundays and Holidays shall be four (4) hours. For those employees scheduled to work only four (4) hours on Sundays, such four (4) hours shall be on a voluntary basis. If the Employer is unable to obtain sufficient qualified volunteers, then it shall assign such work on an inverse rotating seniority basis by store. A minimum of ten (10) hours shall be required between

straight-time shifts. Otherwise, the premium of time and one-half (1-1/2) will be required for any hours that may be worked prior to the expiration of the ten (10) hour period. All time worked after eight (8) consecutive days shall be paid at the rate of time and one-half (1-1/2) the appropriate contract rate (excluding Sunday/holiday premium pay) until a day off is given. Employees requested to work on the ninth (9th) consecutive day shall advise management that they have already worked eight (8) consecutive days.

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

2.05 When fresh meat is offered for sale and a member of the bargaining unit is not on duty in the meat market during such hours, no one other than a member of the bargaining unit shall perform work in the meat market. When a member of the bargaining unit is not on duty, this clause shall not apply to those products that have been prepared by meat department employees and are in storage ready for sale, such may be placed in the meat counter by the person in charge of the store and such action shall not be considered a violation of this clause.

ARTICLE 3 - REST PERIODS

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

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

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

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

ARTICLE 4 - VACATIONS

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

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

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

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

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

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

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

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

4.05 Regular employees who average twenty hours or more per week, who terminate or are terminated (termination for dishonesty excepted) after the first or any subsequent anniversary date of their employment and prior to their next anniversary date of employment, shall be entitled to vacation pay at their hourly rate based upon the number of hours worked since the last anniversary date of their employment at the following rates for each full one hundred (100) hours worked: After the first (1st) to the fifth (5th) anniversary date, four (4) hours vacation pay; after the fifth (5th) to the twelfth (12th) anniversary date, six (6) hours vacation pay; after the twelfth (12th) anniversary date, eight (8) hours vacation pay.

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

4.07 Employees whose vacations are scheduled during a holiday week shall receive holiday pay provided for under the terms of Article 5, section 5.02, of this Agreement, in addition to vacation pay.

4.08 It is hereby understood and agreed that in computing "Hours of Paid Vacation" for full-time employees (employees who regularly appear on the payroll for forty (40) hours or more per week), the terms of Article 4, section 4.01, 4.02, 4.03, and 4.04 shall be applied so that working time lost up to a maximum of one hundred sixty (160) hours due to verified cases of sickness or accident, or other absence from work approved by the Employer shall be counted as time worked. In determining the number of hours of paid vacation to which an employee is entitled, there shall be no deduction from his bank of hours due to absence from work because of vacation or holiday time earned and taken under this Agreement.

4.09 Earned vacations must be taken within twelve (12) months following the employee's anniversary date.

4.10 Vacation schedules, after being completed by the Employer, shall be posted in each market for that particular market.

4.11 Vacation hours for continuing employees shall be considered hours worked for the purpose of establishing eligibility as per Article 7 and Article 18. As such, vacation hours, and the corresponding contributions due, shall be reported and paid to those Trusts during the month in which the employee takes vacation time off from work.

ARTICLE 5 - HOLIDAYS

5.01 The following shall be recognized as holidays with pay for regular full-time employees who have acquired seniority: New Year's Day, Presidents' Day (third Monday in February), Memorial Day (last Monday in May), Independence Day, Labor Day (first Monday in September), Thanksgiving Day and Christmas Day. Employees with one (1) year of continuous service with the Employer shall receive three (3) personal days as paid holidays each year to be scheduled as mutually agreed. Employees shall give the Employer thirty (30) days notice prior to the days requested as personal holidays. By mutual agreement between the Employer and employee, the employee may receive payment at the straight-time rate in lieu of such personal holidays in accordance with section 5.02 of Article 5.

5.02 A regular full-time employee shall receive no reduction in his straight-time weekly pay as the result of the holiday not worked, provided such employee works sometime during the week in which the holiday occurred and works his last scheduled working day preceding and his next scheduled working day immediately following the holiday. A part-time employee who averages 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 average hours worked per week in the four (4) weeks immediately preceding the holiday week, to a maximum of eight (8) hours, provided the employee works sometime during the holiday week and reports for work his last scheduled working day preceding and his next scheduled working day immediately following the holiday.

5.03 An employee shall not be deprived of holiday pay if he is absent from work his last scheduled working day preceding and/or his next scheduled working day immediately following the holiday if he is unable to work such scheduled working day for one or more of the reasons specified below, provided that the employee has in all other respects qualified for pay for the holiday not worked, including the requirement to work sometime during the week in which the holiday occurs:

5.03.1 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.

5.03.2 A doctor's certificate or other authoritative verification of illness may be required by the Employer and, if so, must be presented by the employee not more than forty-eight (48) hours after return to work. If the employee is absent more than two (2) scheduled days, such verification must be presented prior to return to work, provided the Employer has given the employee reasonable advance notice.

5.03.3 Temporary layoff.

5.03.4 Jury duty as defined in Article 9.

5.03.5 Funeral leave as defined in Article 19.

5.03.6 Other absence from work approved by the Employer at his sole discretion.

5.04 All work performed on Sundays shall be paid pursuant to the terms of Section 6.05. Holidays shall be paid for at the rate of one and three-quarters (1-3/4) times the straight-time hourly rate in addition to holiday pay.

5.05 In a holiday week, thirty-two (32) straight-time hours worked shall constitute a week's work. However, if an employee is not eligible for holiday pay under sections 5.01 through 5.04, the workweek shall remain forty (40) straight-time hours worked.

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

ARTICLE 6 - CLASSIFICATIONS AND RATES OF PAY

6.01 Increases are "across the board" so that employees paid above scale will receive the wage increases. The exceptions to this rule are: (a) employees being paid an over scale rate due to an increase in the Washington State minimum wage; (b) employees who have transferred into another classification and have had their wage rate frozen at an above scale level; and (c) any Safeway Seafood Managers who are being paid in excess of the Company established pay rates for their store.

Employees currently at a progression contractual wage rate shall receive the increase for that progression rate. Employees currently at a progression wage rate that is not on the contractual scale, shall receive a 20¢ per hour increase.

First wage increase is retroactive to employees on the payroll on the date of ratification.

In no event shall any wage classification be less than ten cents (10¢) per hour above the then current Washington State minimum wage.

Meat Cutters:

Classifications	CURRENT	5/6/07 ($0.50)	5/4/08 ($0.40)	5/3/09 ($0.35)
Market Manager	$21.00	$21.50	$21.90	$22.25
Journeyperson	20.00	20.50	20.90	21.25
4th 6 months	16.32	16.60	16.60	16.60
3rd 6 months	15.40	15.66	15.66	15.66
2nd 6 months	13.58	13.81	13.81	13.81
1st 6 months	11.76	11.96	11.96	11.96

6.02 Journeyperson Meat Cutters performing Market Manager's responsibilities for a period of four (4) hours or more shall receive a Market Manager's rate of pay for all hours involved.

6.03 For employees hired prior to August 15, 2004.

Meat Wrappers:

For employees hired prior to August 15, 2004:

Classifications	CURRENT	5/6/07* ($0.50)	5/4/08 ($0.40)	5/3/09 ($0.35)
Journeyperson	17.45	17.95	18.35	18.70
3293-3812 hrs	13.91	14.11	14.11	14.11
2773-3292 hrs	12.37	12.57		
2081-2772 hrs	11.61	11.81		
1385-2080 hrs	10.81	11.01		
693-1384 hrs	9.28	9.48		
0- 692 hrs	7.72	8.35		

*Effective retroactive for employees on the payroll on date of ratification.

For employees hired on or after August 15, 2004:

Classifications	CURRENT	5/6/07 ($0.50)	5/4/08 ($0.40)	5/3/09 ($0.35)
Journeyperson	17.45	17.95	18.35	18.70
Next 520	13.22	13.50	13.50	13.50
Next 1040 hrs	11.72	12.00	12.00	12.00
Next 1040 hrs	10.72	11.00	11.00	11.00
Next 1040 hrs	9.72	10.00	10.00	10.00
Next 1040 hrs	9.22	9.50	9.50	9.50
Next 1040 hrs	8.72	9.00	9.00	9.00
Next 1040 hrs	8.22	8.60	8.60	8.80
1st 1040 hrs	8.03	8.35	8.35	8.60

Increases are "across the board" so that employees paid above scale will receive the wage increases. The exceptions to this rule are: (a) employees being paid an over scale rate due to an increase in the Washington State minimum wage; (b) employees who have transferred into another classification and have had their wage rate frozen at an above scale level; and (c) any Safeway Seafood Managers who are being paid in excess of the Company established pay rates for their store.

In no event shall any wage classification be less than ten cents (10¢) per hour above the then current Washington State minimum wage.

6.04 Wrapper employees as covered by this Agreement shall not be permitted to cut or grind fresh meat.

6.05 Sunday Rates: All work performed on Sundays shall be paid at the rate of time and one-third (1-1/3) of the straight-time hourly rate.

6.06 Service Counter Employee - Service Counter employees will be considered a separate classification for all purposes including seniority. Service Counter employees shall not be permitted to cut, bone, or grind fresh meat or perform any wrapping of meat products for preparation for sale in self-service cases. Service Counter employees may cut a steak or roast which has already been processed by a meatcutter to size in order to serve a customer, modify any prepared cut to suit a customer, or use the slicing or cube machines to serve a customer. When a meatcutter or meat wrapper is not on duty, the Service Counter employee may stock the self-service case with products that have been prepared by meatcutters or meat wrappers and are in storage ready for sale. Service Counter employees may perform work in the self-service deli's.

Seafood products may be wrapped and priced in the Service Department and placed in the self-service meat counter or other places in the store for customer purchase, provided the store has a designated Lead Service Counter employee.

Service Counter employees performing work in the self-service deli's shall be paid for such work at the wrapper rate of pay in the corresponding progression bracket. Service Counter employees scheduled to work in the self-service deli's shall have such scheduled time designated on the work schedules.

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

6.07 For employees hired prior to August 15, 2004:

Service Counter:

For employees hired prior to August 15, 2004:

Classifications	CURRENT	5/6/07 ($0.50)	5/4/08 ($0.40)	5/3/09 ($0.40)
Lead S/C	$13.70	$14.20	$14.60	$15.00
Journeyperson	13.20	13.70	14.10	14.50
3293-3812 hrs	10.07	10.27		
2773-3292 hrs	9.51	9.71		
2081-2772 hrs	8.92	9.12		
1385-2080 hrs	8.34	8.65		
693-1384 hrs	7.75	8.50		
0- 692 hrs	7.26	8.35		

*Effective retroactive for employees on the payroll on date of ratification.

For employees hired on or after August 15, 2004:

Classifications	CURRENT	5/6/07 ($0.50)	5/4/08 ($0.40)	5/3/09 ($0.40)
Lead S/C	$13.70	$14.20	$14.60	$15.00
Journeyperson	13.20	13.70	14.10	14.50
Next 520	10.72	11.00	11.00	11.00
Next 1040 hrs	10.22	10.50	10.50	10.50
Next 1040 hrs	9.72	10.00	10.00	10.00
Next 1040 hrs	9.22	9.50	9.50	9.50
Next 1040 hrs	8.72	9.00	9.00	9.20
Next 1040 hrs	8.22	8.75	8.75	9.00
Next 1040 hrs	8.20	8.50	8.50	8.80
1st 1040 hrs	8.03	8.35	8.35	8.60

Increases are "across the board" so that employees paid above scale will receive the wage increases. The exceptions to this rule are: (a) employees being paid an over scale rate due to an increase in the Washington State minimum wage; (b) employees who have transferred into another classification and have had their wage rate frozen at an above scale level; and (c) any Safeway Seafood Managers who are being paid in excess of the Company established pay rates for their store.

In no event shall any wage classification be less than ten cents (10¢) per hour above the then current Washington State minimum wage.

6.08 The wages for superannuated members shall be determined by the representatives of the Union and the Employer. All steady employees shall be paid on the pay period established by the Employer at least every two (2) weeks. Extra employees who so request from the store manager will have their checks mailed to their last known address.

6.09 For the purpose of computing months of experience under section 6.01 of Article 6, the equivalent of one hundred and seventy-three (173) hours worked in the Retail Meat Industry shall be counted as one (1) month's experience, provided that no employee shall be credited with more than one hundred and seventy-three (173) hours of experience in any one (1) calendar month.

6.10 Sixty (60) days prior to the introduction of any new methods of operation into the bargaining unit that would create the need for a new work classification and rate of pay for such new classification, the Employer shall notify the Union of any such new methods, including a description of work being performed and the wage rate assigned. Any question as to the adequacy of the wage rate established for the new job classification shall be presented in writing by the Union within ten (10) calendar days following the Employer's written notice to the Union, and shall be subject to negotiation and if not agreed upon, shall be subject to the grievance procedure as set forth in Article 14 of this Agreement. If, through the procedure as set forth in Article 14, it is determined that the wage rate assigned by the Employer should be adjusted, such adjustment shall be retroactive to the date that such new method is put into effect. It is mutually agreed that should one party desire expedited arbitration of any grievance arising from this section 6.10, the other party will move in such a manner as to proceed immediately to arbitration.

6.11 In no event shall any wage classification be less than ten cents (10¢) per hour above the then current Washington Sate minimum wage.

ARTICLE 7 - RETIREMENT PROGRAM

7.01 During the term of this Agreement and until, May 1, 2010 the Employer shall pay into the Washington Meat Industry Pension Trust on account of each member of the bargaining unit the amounts as specified in this section.

7.02 Contributions shall be paid on all compensable hours up to a maximum of 173 hours per calendar month. The term "compensable hours" shall have the same meaning as set forth in Article 18 - Health and Welfare/Dental.

7.03 The total amount due for each calendar month shall be remitted in a lump sum not later than twenty (20) days after the last business day of such month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the determination of contributions due, the prompt and orderly collection of such amounts, and the accurate reporting and recording of such amounts paid on account of each member of the

bargaining unit. Failure to make all payments herein provided for within time specified shall be a breach of this Agreement.

7.04 Vacation hours for continuing employees shall be reported and corresponding contributions paid in accordance with Article 4, section 4.11.

7.05 The Union and the Employers party to this Agreement recognize there is a possibility of merger of the Washington Meat Industry Pension Trust with the Retail Clerks Pension Trust and give full authority to effectuate such merger to the Board of Trustees of the Washington Meat Industry Pension Trust without further approval of the parties to this Agreement. It is understood that the contribution rates specified above would be paid to the continuing Trust.

7.06 The Employers shall continue to contribute the following basic amounts plus an additional 30% in supplemental contributions effective October 1, 2004 (based on September hours). (The supplemental contribution is based on the parties' pension agreement.)

	Basic	Supplemental	
Meatcutters -	$1.00 per hour	+ 30¢ =	$1.30 per compensable hour
Wrappers -	$1.00 per hour	+ 30¢ =	$1.30 per compensable hour
Service Counter -	50¢ per hour	+ 15¢ =	65¢ per compensable hour

7.06.1 Effective October 1, 2007 (based on September hours), employers will contribute a "supplemental" contribution (does not count towards benefit credit) of 60% for each contributory hour. This amount includes the current 30% "supplemental" contribution plus an additional 30% "supplemental" contribution.

	Basic	Supplemental	
Meatcutters -	$1.00 per hour	+ 60¢ =	$1.60 per compensable hour
Wrappers -	$1.00 per hour	+ 60¢ =	$1.60 per compensable hour
Service Counters -	50¢ per hour	+ 30¢ =	80¢ per compensable hour

7.07 The Union shall have the right to defer any contractual Journeyperson wage increase arising during this contract into the Pension Plan. The Union shall decide whether and for how long such deferral will last. Such additional contribution shall go to deficit reduction, and not to increase the benefit credit. The details of the deferral are subject to review and approval by the trustees and trust counsel.

ARTICLE 8 - SICK LEAVE

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

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

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

8.03 Sick leave pay, to the extent it has been earned, shall begin on the third (3rd) working day of illness or injury, or first (1st) day of hospital confinement, shall continue for each working day of illness or injury there after, 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 section and disability payments provided by the Health and Welfare plan shall not exceed the contract rate for one (1) eight (8) hour day; and 2) not more than five (5) days sick leave pay shall be required in any one (1) workweek. Sick leave pay shall be paid on a six (6) day week but not to exceed forty (40) hours pay in any one (1) week. For purposes of this Article, disabling outpatient surgery will be treated as hospitalization.

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

8.05 A doctor's certificate or other authoritative verification of illness may be required by the Employer and, if so, must be presented by the employee not more than forty-eight (48) hours after return to work. If the employee is absent more than two (2) scheduled days, such verification must be presented prior to return to work, provided the Employer has given the employee reasonable advance notice.

8.06 Any employee found to have abused sick leave benefits by falsification or misrepresentation shall thereupon be subject to disciplinary action, reduction or elimination of sick leave benefits (including accumulated sick leave) and shall further restore to the Company amounts paid to such employee for the period of such absence, or may be discharged by the Company for such falsification or misrepresentation.

8.07 Sick leave may be used to supplement Worker's Compensation to the extent it has been accumulated; however, the total of sick leave pay, disability payment under any insurance plan, and Workmen's Compensation benefits paid to an employee in any calendar week will not exceed the average earnings of that employee for the six (6) workweeks prior to his/her absence.

8.08 Employees injured on the job shall be paid for the remainder of their shift, if unable to return to work as medically verified.

8.09 Family Leave - Employees shall be permitted family leave in accordance with RCW 49.12 on the same terms and conditions (including eligibility requirements) as provided in Sections 8.01 through 8.08 above.

ARTICLE 9 - JURY DUTY

9.01 After their first (1st) year of employment, employees who are regularly employed twenty-four (24) hours or more per week who are called for service on a superior court or federal district court jury shall be excused from work for the days on which they serve and shall be paid the difference between the fee they receive for such service and the amount of straight-time earnings lost by reason of such service up to a limit of eight (8) hours per day and forty (40) hours per week; provided, however, that an employee called for jury duty who is temporarily excused from attendance at court must report for work if sufficient time remains after such excuse to permit him to report to his place of work and work at least one-half (1/2) of his normal workday. Employees who have served a full day as juror, and who are scheduled to commence work after 5:00 P.M., shall not be required to report to work that day. In order to be eligible for such payment, the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of jury pay received. This clause shall not apply to an employee who volunteers for jury duty.

9.01.1 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 in this Agreement shall apply to this section.

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

ARTICLE 10 - APPRENTICES

10.01 Matters concerning apprentices shall be as provided in the Seattle Meat Cutters Joint Apprenticeship Standards as approved by the Joint Apprenticeship Committee and the Washington State Apprenticeship Council, and apprentices shall be allowed on the following basis: One (1) to a market where two (2) Journeymen are employed; two (2) where five (5) Journeymen are employed; three (3) where ten (10) Journeymen are employed. Three (3) shall be the maximum apprentices to any shop regardless of the number of Journeymen.

10.01.1 Notwithstanding the above, apprentice meatcutters may work alone during their entire apprenticeship period.

10.02 Shops whose owners work with the tools of the trade and work the major part of the day and employing one (1) Journeyman shall be entitled to one (1) apprentice.

ARTICLE 11 - SENIORITY, LAYOFFS AND DISCHARGES

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

11.01.1 Effective May 1, 2001, Service Counter employees shall attain seniority after sixty (60) calendar days with the Employer.

11.02 In the event of a layoff, the last employee hired shall be the first (1st) laid off, and the last employee laid off shall be the first (1st) rehired; provided that qualifications are substantially equal, that the employee is available, and reports for work within twenty-four (24) hours following receipt of notification to report for work.

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

11.03.1 Voluntary quit;

11.03.2 Discharge in accordance with sections 11.07 and 11.07.1;

11.03.3 Absence caused by a layoff in excess of six (6) months;

11.03.4 Absence caused by an illness or non-occupational injury of more than nine (9) months unless a longer period is mutually agreed upon between the Employer and the Union;

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

11.03.6 Failure to return from a leave of absence in accordance with Article 12.

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

11.04.1 Wrappers desirous of promotion to Apprentice Meatcutter status shall make their desires known to the company, in writing, and such employees shall be given first consideration for such vacancies. Selection to fill the vacancies shall be made on the basis of company seniority within the geographical jurisdiction of the Local Union, ability and qualifications being relatively equal.

11.04.2 A wrapper promoted to Apprentice Meatcutter shall have a ninety (90) day trial period. Said trial period shall not jeopardize the employee's former classification or seniority. There shall be no reduction in pay to any wrapper as a result of promotion to Apprentice Meatcutter, i.e., the Wrapper rate of pay shall apply until such time as the Apprentice rate exceeds the Wrapper rate, at which time the Apprentice rate shall apply.

11.04.3 Service Counter employees desirous of promotion to Wrapper or Apprentice Meatcutter shall make their desires known to the company, in writing, and such employees shall be given first consideration for such vacancies. Selection to fill the vacancies shall be made on the basis of company seniority within the geographical jurisdiction of the Local Union, ability and qualifications being relatively equal.

11.04.4 A Service Counter employee promoted to Wrapper or Apprentice Meatcutter shall have a ninety (90) day trial period. Said trial period shall not jeopardize the employee's former classification or seniority. There shall be no reduction in pay to any Service Counter employee as a result of promotion to Wrapper or Apprentice Meatcutter, i.e., the Service Counter employee rate of pay shall apply until such time as the Wrapper/ Apprentice Meatcutter rate exceeds the Service Counter rate, at which time the Wrapper/Apprentice Meatcutter rate shall apply.

11.04.5 When a Wrapper is promoted to an Apprentice Meatcutter and/or a Service Counter employee is promoted to a Wrapper or Apprentice Meatcutter, the length of service as a Wrapper and/or Service Counter employee shall be counted in their seniority.

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

11.06 For the purpose of the above paragraphs of this section, seniority shall prevail on a company-wide or a company-district basis within the jurisdiction of this Agreement, except as provided in Section 11.08; provided, where an employee is transferred to a different area with the same Employer within the geographic jurisdiction covered by the Collective Bargaining Agreements between the Employer and United Food and Commercial Workers Local Union #81, #44, and #367, the transferred employee shall retain all seniority rights with the Employer but shall not be entitled to exercise such rights until the expiration of six (6) months after the date of transfer, at which time his or her seniority shall be based upon the original seniority date with the Employer, regardless of area. However, during such period of six (6) months the transferred employee shall accrue seniority rights in the new area from the date of transfer and shall retain all seniority rights in the area from which he or she was transferred. Such transfers shall be by mutual agreement between the Employer and employee. The affected Local Unions shall be notified of such transfers.

11.06.1 If the transferred employee is laid off in the new area (prior to the six (6) month period), he or she shall have the option of either remaining on layoff in the new area or returning to the original area in accordance with his or her seniority. The option to return to the original area must be exercised, in writing to the Employer, within two (2) weeks of layoff in the new area or this option is waived and no longer applicable. A reduction of weekly hours shall not be considered a layoff.

11.06.2 If the transferred employee has acquired seniority in the new area, is laid off (prior to the six (6) month period) and returns to the original area, his or her seniority in the new area shall not apply until recalled.

11.06.3 If the transferred employee is recalled to the new area, he or she shall then have the option of returning to the new area or remaining in the original area; provided:

(a) If the employee chooses not to accept recall to the new area, all seniority rights in that area are forfeited.

(b) If the employee chooses to accept recall to the new area, the total accumulated time since the original transfer date shall apply to the six (6) month period.

11.06.4 Once the six (6) month period is completed in accordance with the above, the employee shall be considered transferred and shall have no rights to return to the original area.

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

11.07.1 After an employee has acquired seniority, the Employer shall give the employee one (1) written warning, with a copy to the Union, prior to discharge, except in

cases of discharge for drunkenness, dishonesty or other just cause. A warning notice shall not remain in effect for a period of more than six (6) months.

11.07.2 The first sixty (60) days shall be considered a probationary period in which an employee may be terminated and such termination shall not be subject to the grievance procedure.

11.08 Seniority for Service Counter employees shall be applied on an individual store basis, provided further, where, on an individual store basis, there is a reduction in the number of employees who hold seniority within the Service Counter employee classification, the affected employee so reduced may displace the most junior employee of the Employer in the same classification within the geographical jurisdiction covered by this Agreement, provided qualifications and ability are equal. A layoff is defined as two consecutive weeks that an employee is not shown on the weekly work schedule. In the event of a store closure, the affected employees shall be considered laid off at the time of the closure.

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

11.09.1 If the laid off employee accepts the vacancy, he shall be considered as a new employee in such seniority group, including probationary period, seniority, and wages, but shall retain his seniority in the seniority group from which he was laid off for six (6) months as provided in Section 11.03.1. The laid off employees shall retain their length of service with the company for purposes of vacations, sick leave, leave of absence, and jury duty. If the laid off employee remains in the new seniority group for six (6) months, he shall then retain his original seniority date.

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

ARTICLE 12 - LEAVE OF ABSENCE

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

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

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

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

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

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

12.03 Any request for a leave of absence under the terms of sections 12.01 and 12.02 shall be in writing and state the following information:

12.03.1 Reason for such request;

12.03.2 Date leave is to begin; and,

12.03.3 Date of return to work.

12.04 Any leave of absence, with the exception of section 12.01.2, may run to a maximum of nine (9) months unless a longer period is mutually agreed upon between the Employer and the Union.

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

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

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

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

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

ARTICLE 13 - GENERAL CONDITIONS

13.01 It is expressly understood that employees receiving more than the minimum compensation or enjoying more favorable working conditions provided for in this Agreement shall not suffer by reason of signing or adoption; however, the terms of this Agreement are

intended to cover only minimums of wages and other employee benefits. The Employer may place superior wages and other employee benefits in effect and reduce the same to the minimum herein prescribed without the consent of the Union.

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

13.02.1 The Employer shall bear the expense of sharpening tools for all employees coming under this Agreement.

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

13.04 Required store meetings shall be paid for at the straight-time hourly rate, and shall be considered time worked for the purpose of computing weekly overtime in accordance with the provisions of the Agreement. Article 2.03 and 2.04 shall not apply to this provision.

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

ARTICLE 14 - GRIEVANCES

14.01 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 representatives of the Union. In the event of the failure of these parties to reach a satisfactory adjustment within fifteen (15) calendar days, 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, and the decision of this Committee shall be final and binding. In the event the Labor Relations Committee fails to reach an agreement within fifteen (15) days, the four (4) shall select a fifth (5th) member, or they shall request the Federal Mediation and Conciliation Service to submit a list of eleven (11) names of qualified arbitrators from which the Labor Relations Committee shall select an arbitrator. The arbitrator's Decision and Award shall be final and binding upon both parties to this Agreement and shall be rendered within thirty (30) days from the close of the arbitration hearing or the arbitrator's receipt of the post-hearing briefs, whichever is later. If the arbitrator does not render his decision within said thirty (30) days, neither party will be required to compensate the arbitrator. Payment of the arbitrator's fee shall be borne by the losing party. The parties agree that the arbitrator has the authority to determine appropriate proration of this cost in the event of a split decision and award. The arbitrator should be

made aware of the requirements of this provision at the time of selection. The Labor Relations Committee as thus constituted shall have no power to add to, subtract from or change or modify any provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they apply to the specific facts of the issue in dispute.

14.01.1 In cases where it is concluded that an employee has been improperly discharged, the arbitrator may reinstate the improperly discharged employee. The arbitrator may not render an award which requires the Employer to pay an improperly discharged or suspended employee for time that the employee has not actually worked in excess of the wage and benefits the employee would have earned had he worked his normal schedule during the one hundred and eighty (180) calendar days immediately following the date of discharge or suspension.

14.02 During the process of making adjustments under the rule and procedure set forth in section 14.01 above, no strike or lockout shall occur.

14.03 No grievance or claim of violation of this Agreement shall be recognized unless presented in writing within thirty (30) days of the date of the occurrence causing the complaint or grievance, except in cases of discharge which must be presented within fifteen (15) days; otherwise, such right of protest shall be deemed to have been waived. In the event the claim is one for additional wages, any such claim shall be limited to additional wages, if any, accruing within the ninety (90) day period immediately preceding the date upon which the Employer received notice in writing of the claim.

14.04 No wages shall be computed in any manner at a lower rate than herein specified and any release or waiver by employees shall be declared null and void as contravening the spirit and conditions of this Agreement. There shall be no individual agreements between Employer and employees covered by this Agreement.

14.05 The Union reserves the right to discipline its members for violation of this Agreement.

14.06 No employee shall be dismissed for upholding Union principles.

ARTICLE 15 - GENERAL POLICY

15.01 The Employers agree to display conspicuously the Union Shop Card, which is the property of the Union and may be withdrawn for violation of this Agreement.

15.02 In cases of two (2) or more partners in a market, only one (1) shall be recognized as owner. Members of the Union are free to accept employment anywhere without discrimination by any Employer.

15.03 The jurisdiction of Local No. 81 covers, on an as-needed basis, the cutting, handling, pricing and sale of all meats, fish, poultry and rabbits in the area covered by this Agreement in either service or self-service markets.

15.03.1 Items currently considered Meat Department items shall continue to be considered Meat Department items, and new items of a like nature, whether fresh, frozen, pre-cut, pre-priced, etc., shall be within the jurisdiction of Local No. 81 as described above, regardless of where they may be offered for sale.

15.04 The Employer shall be responsible for payment of all hours worked, and an employee shall only work those hours specifically authorized by the Employer. Accordingly, it is intended that there shall be no "free or time-off-the-clock" work practices under this Agreement. Any employee found by the Employer or the Union to be engaging in such practice shall be subject to discipline, which may include termination.

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

ARTICLE 16 - SEPARABILITY

16.01 If any section or paragraph of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The section or paragraph held invalid shall, upon a sixty (60) day written notice by either party be renegotiated for the purpose of an adequate replacement.

ARTICLE 17 - NON-DISCRIMINATION

17.01 The parties to this Agreement acknowledge their responsibilities under Title VII of the Civil Rights Act of 1964 and do hereby agree not to discriminate on the basis of age, race, color, religion, sex or national origin.

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

ARTICLE 18 - HEALTH AND WELFARE/DENTAL

18.01 Each Employer and the Union agrees to be bound by the terms and provisions of that certain Trust Agreement creating the Retail Clerks Welfare Trust, initially executed June 18, 1957, and all subsequent revisions or amendments thereto, including the revision of June 25, 1990. Each Employer accepts as his representatives for the purpose of this Trust Fund, the Employer Trustees serving on the Board of Trustees of said Trust Fund and their duly appointed successors.

18.02 The Employers party to this Agreement shall continue to pay on a per compensable hour basis (maximum of one hundred and seventy-three (173) hours per calendar month per employee) into the Retail Clerks Welfare Trust for the purpose of providing the employees with hospital, medical, surgical, vision, group life, accidental death and dismemberment, weekly indemnity benefits and dental benefits in accordance with the contribution rates and related provisions established by the separate Health and Welfare Agreement between Allied Employers, Inc. and various Local Unions dated April 1, 1977, and as subsequently amended, including the revision dated May 2, 2004.

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

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

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

18.05 Vacation hours for continuing employees shall be reported and corresponding contributions paid in accordance with Article 4, section 4.11.

ARTICLE 19 - FUNERAL LEAVE

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

ARTICLE 20 - NO STRIKES OR LOCKOUTS

20.01 During the life of this Agreement the Union agrees not to engage in any strike or stoppage of work and the Employer agrees not to engage in any lockout. It shall not be a violation of this Agreement nor shall it be cause for discharge or discipline for an employee to refuse to cross a primary picket line including, but not limited to, a primary picket line at the Employer's premises.

ARTICLE 21 - TERMINATION OF AGREEMENT

21.01 This Agreement shall be in full effect and binding upon both parties from May 6, 2007 through May 1, 2010. It shall automatically renew itself thereafter from year to year unless opened by either party upon sixty (60) days written notice prior to the expiration date. If the negotiating period extends beyond the sixty (60) days, the Agreement finally reached shall be retroactive to the date following the expiration of the old Agreement.

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

IN WITNESS WHEREOF, we attach our signatures this 2.7.08 day of _____, 2008.

ALLIED EMPLOYERS, INC.
For and on behalf of the
firms listed below:

BY _____
Randall L. Zeiler
President

UNITED FOOD AND COMMERCIAL
WORKERS UNION LOCAL #81,
AFL-CIO

BY _____
Michael J. Williams
President

FIRMS PARTY TO THIS AGREEMENT

Albertsons, Inc.
Fred Meyer, Inc.
QFC
Safeway, Inc.

LETTER OF UNDERSTANDING #1

SCHEDULING

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

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

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

AGREED this 23rd day of April, 2001.

UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 81

BY (s) Michael J. Williams

UNITED FOOD AND COMMERICAL WORKERS UNION LOCAL 367

BY (s) Teresa M. Iverson

UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 44

BY (s) Michael P. Hatfield

ALLIED EMPLOYERS, INC.
For and on behalf of:
Albertson's, Inc.
Brown & Cole Stores
Everybodys
Fred Meyer, Inc.
Fullers
Haggen, Inc.
KKLD, Inc.
QFC
Safeway, Inc.
Stormans, Inc.
Swanson Foods, Inc.

BY (s) Scott K. Powers

LETTER OF UNDERSTANDING #2

SELF-SERVICE DELI JURISDICTION

It is agreed that those Employers who are currently using members of Local #81 in their self-service delis shall continue to do so regardless of where located. This understanding shall not apply to Fred Meyer, Inc., previous stores owned by Lucky Stores, Inc. and now owned and operated by Employers party to this Agreement, or any other Employer who is currently (effective July 10, 1977) using members of any other bargaining units in their self-service delis.

LETTER OF UNDERSTANDING #3

APPRENTICES

It was agreed during negotiations that if any Employer could not comply with the Apprentice to Journeyman ratios provided for in Article 10, Section 10.01, but was desirous of employing an Apprentice(s), the Union and Employer would meet and discuss the waiver of said ratios.

LETTER OF UNDERSTANDING #4

NO STRIKES OR LOCKOUTS

During our most recent negotiations there was much discussion concerning the proper interpretation and application of Article 20 - No Strikes or Lockouts provision in the Labor Agreement between Allied Employers, Inc., on behalf of its members, and UFCW Union Local #81. This letter is to confirm the parties' agreement that in the event a primary labor union picket line at the Employer's premises is established to support a legal strike and such picket line has been approved by UFCW Union Local #81, Article 20 permits the employees covered under our Labor Agreement to refuse to cross such primary labor union picket line, provided, however if such picket line is removed and thereafter reestablished during the same labor dispute, such picket line will not be considered a sanctioned picket line by UFCW Union Local #81.

LETTER OF UNDERSTANDING #5

DESIGNATION OF UNION REPRESENTATIVE

This is to confirm that during the recent negotiations the Employers confirmed the Union's right to designate their Union Stewards. The parties also agreed that such designation of authority or responsibility shall not interfere with the normal performance of the employee's work.

LETTER OF UNDERSTANDING #6

SERVICE COUNTER EMPLOYEE
(Hired prior to June 4, 1986 and prior to May 11, 1989)

The wage rates were deleted for Lead Service and Service Counter employees hired prior to June 4, 1986, and prior to May 11, 1989, because of a conclusion that there are no longer any apprentice employees that were hired prior to such dates. However, in the event there is an Apprentice Service Counter employee that has not yet achieved the Thereafter rate, the appropriate adjustment shall be made by applying the appropriate increases to the deleted 3120 hour progression brackets.

This agreement would also apply to any Lead Service or Thereafter employee hired prior to the above referenced dates.

LETTER OF UNDERSTANDING #7

CORPORATE CAMPAIGN

This Letter of Understanding is by and between Allied Employers, Inc. on behalf of its members and UFCW Union Local #81 and it should be considered as incorporated by reference as part of the Collective Bargaining Agreement that will go into effect on May 2, 2004. The Agreement is as follows:

The Employers signatory hereto and the UFCW Locals, during the negotiations for the Clerks and Meatcutters Agreement in Puget Sound, believe they have a good faith working relationship and will not take any action to depart from that relationship or take any action inconsistent with maintaining that relationship. Consistent with its duty of fair representation under the Agreements and their grievance procedures, UFCW Local #81 will not be a party to, instigate or support class action litigation (except charges with the National Labor Relations Board) or engage in any type of corporate campaign against any involved Employer.

It is also recognized that various monies from the Local Unions are paid to UFCW International Union funds. The Local does not control such funds. Consequently, the UFCW International Union's use of those funds for purposes contrary to this Agreement will not be a violation of this Agreement.

LETTER OF UNDERSTANDING #8

MOST FAVORED NATIONS

This Letter of Understanding is by and between Allied Employers, Inc. on behalf of its members and UFCW Union Local #81 and it should be considered as incorporated by reference as part of the Collective Bargaining Agreement that will go into effect on May 2, 2004. The Agreement is as follows:

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

LETTER OF UNDERSTANDING #9

DUES CHECK-OFF

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

   a. Union Dues Check-Off

      On a monthly basis the Employer agrees to deduct uniform dues and initiation fees from the paycheck of those covered employees whose individual written unrevoked authorizations are on file with the Employer and to transmit the amounts so deducted to the Union within twenty (20) days of such deductions. Said deduction authorizations shall be in such form as to conform with Section 302(c) of the Labor Management Relations Act of 1947.

   b. Authorized initiation fees will be deducted in three (3) equal installments and remitted to the Local Union monthly.

   c. It is understood the Employer is not liable in any manner if the employee is not on the payroll at the time deductions are being processed.

   d. Indemnify and Hold Harmless:

      The Union shall indemnify and hold the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company in reliance upon signed authorization cards furnished to the Company by the Union or for the purpose of complying with any of the provisions of this Article.

2. The involved Employers shall be granted a reasonable period to adopt administrative and payroll procedures to accommodate this agreement.

3. Active Ballot Club - For employees who voluntarily authorize a contribution to the UFCW Active Ballot Club political action committee, the Employer agrees to deduct the authorized amount each payroll period on a payroll deduction basis and forward same to the Union monthly.

LETTER OF UNDERSTANDING #10

DOCTOR'S NOTES

The Employers agree that they will not automatically require doctor's notes when employees call in sick.

LETTER OF UNDERSTANDING #11

UNION JURISDICTION

This is to confirm our understanding as to the application of section 2.05.

As agreed during previous negotiations, the work of the bargaining unit, (i.e., jurisdiction of Local #81), shall be performed only by members of the bargaining unit. For the purpose of this section and Article 15, the term "handling" includes, but is not limited to, the placing or removing of product from display or cooler areas, except as provided for in section 2.05.

In the event of a first violation of this understanding, the Employer shall pay to the Local Union, for equal distribution to all regular bargaining unit employees employed at the market where the violation occurred, one day's pay (8 hours total) at the Journeyman Meat Cutters' rate applicable on the day of the violation.

In the event of a second or subsequent violation at the same location, the Employer shall pay to the Local Union for disbursement to all regular bargaining unit members employed at the market where the violation occurred, one day's pay for each bargaining unit member employed at the market where the violation occurred, at the applicable rate of pay for the day upon which the violation occurred.

Penalties will not apply to the following:

a) Bleeders or broken package removal;

b) Orders that the Meat Cutter had put up, with the customer's name attached, and put in the cooler;

c) Covering the product at night;

d) Removal during total loss of refrigeration;

e) Placing of products that have been prepared by meat department employees and are in storage ready for sale, in the meat counter.

Further, it is agreed that a permanent arbitration panel shall be established consisting of five (5) members as mutually selected by the office of Allied Employers, Inc., and the Union, the Union striking two (2) names, then the Employer striking two (2).

All grievances that cannot be resolved through a meeting with the parties involved shall be submitted to one of the persons on the five (5) person panel in not more than thirty (30) days from the date such grievance is filed with the representative of the Employer.

It is agreed that a first violation or subsequent violation shall not be in effect for more than eighteen (18) months from the date of the violation.

It is further agreed that should the losing party in the process above described fail to comply with the decision of the arbitrator within a reasonable time, the other party shall have the right to take economic action, notwithstanding any provision of the Agreement to the contrary.

LETTER OF UNDERSTANDING #12

QFC CHEF EXPRESS

This agreement between Quality Food Center and UFCW Local 81 applies to Food Service (Chef's Express) employees in the Employer's Meat Departments. All terms of the 2007-2010 Retail Meat Agreement apply to Food Service (Chef's Express) employees except as specifically modified below:

1. Food Service (Chef Express) employees are a classification whose duties are limited to work on products which have already been processed by meat cutters into retail case ready cuts that are stocked in meat counters. Food Service (Chef Express) employees will take meat products, which have already been processed by meat cutters, and "value add" ingredients to convert them to oven ready entrees. Food Service (Chef's Express) employees will be considered a separate classification for all purposes including seniority. Seniority shall be applied on an individual store basis.

2. Food Service (Chef's Express) employees shall not be permitted to cut, bone, or grind fresh meat or perform any wrapping or pricing of meat products in preparation for sale in self-service meat cases.

3. Food Service (Chef's Express) employees may modify any prepared cut (which has already been processed by a meat cutter) in order to value add for the Chef's Express product category, or use the slicing or cube machines to value add to a Chef's Express product (which has already been processed by a meat cutter).

4. The Chef's Express product case shall be a separate identified case. The Food Service (Chef's Express) employees may stock the Chef's Express case with value added Chef's Express products which have been previously wrapped and priced by meat wrappers and which are in storage ready for sale.

5. Lead Food Service (Chef's Express) employees shall be a separate classification. Food Service (Chef's Express) employees assigned to the lead shall not lose their seniority status. Seniority shall not apply in the selection of the Lead Food Service (Chef's Express) employees.

6. Any stores incorporating a Chef's Express Department shall have designated at least one employee at the top wage scale of the Lead Food Service classification.

QFC Chef Express Leads:

	CURRENT	5/6/07* ($0.50)	5/4/08 ($0.40)	5/3/09 ($0.35)
Journeyperson	17.09	17.59	17.99	18.34
2423-3120 hrs	15.01	15.21	15.21	15.21
1730-2422 hrs	14.34	14.54	14.54	14.54
866-1729 hrs	13.69	13.89	13.89	13.89
0-865 hrs	12.19	13.20	13.20	13.20

*Effective retroactive for employees on the payroll on August 15, 2004.

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

In no event shall any wage classification be less than ten cents (10¢) per hour above the then current Washington State minimum wage.

Hours worked as an assistant lead will be credited to the progressions as lead.

For employees hired prior to August 15, 2004:

QFC Chef Express:

Classifications	CURRENT	5/6/07 ($0.50)	5/4/08 ($0.40)	5/3/09 ($0.40)
Journeyperson	$13.20	$13.70	$14.10	$14.50
3293-3812 hrs	10.66	10.86		
2773-3292 hrs	10.06	10.26		
2081-2772 hrs	9.44	9.64		
1385-2080 hrs	8.82	9.02		
693-1384 hrs	8.22	8.50		
0- 692 hrs	8.03	8.35		

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

In no event shall any wage classification be less than ten cents (10¢) per hour above the then current Washington State minimum wage.

For employees hired on or after August 15, 2004:

Classifications	CURRENT	5/6/07 ($0.50)	5/4/08 ($0.40)	5/3/09 ($0.40)
Journeyperson	$13.20	$13.70	$14.10	$14.50
Next 520	10.72	11.00	11.00	11.00
Next 1040 hrs	10.22	10.50	10.50	10.50
Next 1040 hrs	9.72	10.00	10.00	10.00
Next 1040 hrs	9.22	9.50	9.50	9.50
Next 1040 hrs	8.72	9.00	9.00	9.20
Next 1040 hrs	8.22	8.75	8.75	9.00
Next 1040 hrs	8.20	8.50	8.50	8.80
1st 1040 hrs	8.03	8.35	8.35	8.60

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

In no event shall any wage classification be less than ten cents (10¢) per hour above the then current Washington State minimum wage.

ARTICLE 7 – RETIREMENT PROGRAM

7.01 During the term of this Agreement and until May 1, 2010, the Employer shall pay into the Washington Meat Industry Pension Trust on account of each member of the bargaining unit the amounts as specified in this section.

7.02 Contributions shall be paid on all compensable hours up to a maximum of 173 hours per calendar month. The term "compensable hours" shall have the same meaning as set forth in Article 18 – Health and Welfare/Dental.

7.03 The total amount due for each calendar month shall be remitted in a lump sum not later than twenty (20) days after the last business day of such month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the determination of contributions due, the prompt and orderly collection of such amounts, and the accurate reporting and recording of such amounts paid on account of each member of the

bargaining unit. Failure to make all payments herein provided for within time specified shall be a breach of this Agreement.

7.04 Vacation hours for continuing employees shall be reported and corresponding contributions paid in accordance with Article 4, Section 4.11.

7.05 The Union and the Employers party to this Agreement recognize there is a possibility of merger of the Washington Meat Industry Pension Trust with the Retail Clerks Pension Trust and give full authority to effectuate such merger to the Board of Trustees of the Washington Meat Industry Pension Trust without further approval of the parties to this Agreement. It is understood that the contribution rates specified above would be paid to the continuing Trust.

7.06 The Employers shall continue to contribute the following basic amounts plus an additional 30% in supplemental contributions effective October 1, 2004 (based on September hours). (The supplemental contribution is based on the parties' pension agreement.)

	Basic		Supplemental	
Food Service (Chef's Express) -	50¢ per hour	+	15¢	= 65¢ per compensable hour

7.06. 1 Effective October 1, 2007 (based on September hours), employers will contribute a "supplemental" contribution (does not count towards benefit credit) of 60% for each contributory hour. This amount includes the current 30% "supplemental" contribution plus an additional 30% "supplemental" contribution

	Basic		Supplemental	
Food Service (Chef's Express) -	50¢ per hour	+	30¢	= 80¢ per compensable hour

7.07 The Union shall have the right to defer any contractual Journeyperson wage increase arising during this contract into the Pension Plan. The Union shall decide whether and for how long such deferral will last. Such additional contribution shall go to deficit reduction, and not to increase the benefit credit. The details of the deferral are subject to review and approval by the trustees and trust counsel.

LETTER OF UNDERSTANDING #13

SCHEDULED DAYS OFF

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

LETTER OF UNDERSTANDING #14

GRIEVANCE PROCEDURE

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

1. All disputes that are resolved at the store level (whether a formal grievance has been filed or not) shall be on a non-precedent basis (unless otherwise expressly stated in writing) and shall not be used by any party in any other situation or procedure regarding another employee or union agent and any manager or supervisor at the store or regional level.

2. The parties should strive to share factual details regarding a grievance (or pre-grievance issue) as early as possible in the process. The filing party should provide as much detail as possible in the original grievance or soon thereafter. The responding party should provide as much detail as possible with its response. This will allow both parties to more effectively investigate and assess the grievance and hopefully resolve the matter short of needing an in-person grievance meeting.

3. Written warnings need not be processed beyond the union filing a grievance in order to preserve the union's right to challenge the warning if it is used as progressive discipline in the future.

4. For grievances being handled by Allied, Allied and the union will use a new method of scheduling by having standing monthly (as needed) meeting dates set aside for labor relations meetings. When a labor relations meeting is requested, the parties shall attempt to set it for the next standing meeting date. If that is not practical, the parties will either schedule a separate meeting or set it for the following standing date.

5. Arbitration: On a trial basis, when selecting an arbitrator, instead of the current system of striking from a FMCS panel, the parties shall take turns striking names off the list of the following permanent panel:

1. Gary L. Axon
2. Michael H. Beck
3. Michael E. Cavanaugh
4. Joseph W. Duffy
5. Eric B. Lindauer
6. Jane R. Wilkinson
7. Kathryn R. Whalen
8. Tom Levak

9. Shelly Shapiro
10. Sylvia Skratek
11. Timothy D.W. Williams

The use of this permanent panel shall be on a trial basis. At any time, either party may opt to instead use the former method of using a panel of 11 arbitrators from FMCS (such panel must be of arbitrators who have their primary residence in the Northwest (WA, OR, ID).

LETTER OF UNDERSTANDING #15

SCHEDULING PRACTICES

For QFC and Safeway:

During the term of this Agreement, the individual employers will meet within 90 days and work with the involved unions to discuss concerns around the posting of work schedules. The parties will work in good faith to address concerns of employees while maintaining the Employers' ability to schedule to meet the needs of the business.

Under this process, individual employers may adopt by mutual agreement with the union different scheduling processes, including exploring options on a trial basis, provided that the new processes do not violate the terms of the Agreement.

For Albertsons:

Effective within 90 days after ratification, Albertsons agrees to post a work schedule not later than 6:00 P.M. on Tuesday preceding the start of the workweek.

For Fred Meyer:

As soon as practical, Fred Meyer agrees to post 15 day schedules on a trial basis and agrees to meet with the union in six months to evaluate this program.

LETTER OF UNDERSTANDING #16

OPTIONAL VOLUNTARY BUYOUT

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

The parties hereby agree to the following Letters of Understanding:

- LETTER OF UNDERSTANDING #2: Self-Service Deli Jurisdiction
- LETTER OF UNDERSTANDING #3: Apprentices
- LETTER OF UNDERSTANDING #4: No Strikes or Lockouts
- LETTER OF UNDERSTANDING #5: Designation of Union Representative
- LETTER OF UNDERSTANDING #6: Service Counter Employees
- LETTER OF UNDERSTANDING #7: Corporate Campaign
- LETTER OF UNDERSTANDING #8: Most Favored Nations
- LETTER OF UNDERSTANDING #9: Dues Check-Off
- LETTER OF UNDERSTANDING #10: Doctor's Notes
- LETTER OF UNDERSTANDING # 11: Union Jurisdiction
- LETTER OF UNDERSTANDING # 12: QFC Chef Express
- LETTER OF UNDERSTANDING # 13: Scheduled Days Off
- LETTER OF UNDERSTANDING # 14: Grievance Procedure
- LETTER OF UNDERSTANDING # 15: Scheduling Practices
- LETTER OF UNDERSTANDING # 16: Optional Voluntary Buyout

CONFIRMED: 2.7.08 (Date)

ALLIED EMPLOYERS, INC.

BY _____
Randall L. Zeiler
President

UNITED FOOD & COMMERICAL WORKERS UNION LOCAL NO. 81

BY _____
Michael J. Williams
President

YOUR WEINGARTEN RIGHTS

In 1975, the U.S. Supreme Court ruled on a 8(a)(1) case known as *National Labor Relations board (NLRB) v. Weingarten.*

In Weingarten, the Supreme Court ruled that employees have specific rights during investigatory interviews with management.

The specific rights are as follows:

A. The employee has a **right to union representation** *if he or she reasonably believes the investigation will lead to disciplinary action against them.*

B. The employee must make a **clear** request for union representation before or during the interview. If no request is made, Weingarten Rights are effectively waived for the interview

C. After the employee makes the request, the employer can choose from among three options.

   1. Grant the request and delay questioning until the steward arrives and has a chance to consult privately with the employee;

   2. Deny the request and end the interview immediately; or

   3. Give the employee the choice of having the interview without representation or ending the interview.

D. If the employer denies the request for union representation, and continues to ask questions, it commits an unfair labor practice and the employee has the right to refuse to answer. The employee may not be disciplined for such a refusal.

REMEMBER

Remember to call in whenever you have a change of address or phone number. Also if you change stores or positions.

Remember to take out a withdrawal card when leaving the industry, avoid the cost of reinstatement fee.

Remember when going to work in another area, contact that local union and request a transfer. Demand Union Label products. Purchase Union-made goods.

Be an active member and citizen. Attend meetings and be a registered and voting citizen.

Be proud of your Union. It has been built with hard work, sacrifice and patience of members just like yourself since it was chartered in April, 1900.

Now it is up to us to do our part.

Visit our web site at

www.ufcw81.org

UFCW Union Local #81

AFL-CIO

960 East Main Street

Auburn, WA 98002

253-735-8181

® 92