**LETTER OF UNDERSTANDING**

**RELATED TO WORKING CONDITIONS DURING PANDEMIC**

The parties to this agreement recognize that certain exigent circumstances have arisen as a result of the current coronavirus pandemic. Specifically, that due to increased safety concerns, state and federal guidelines and restrictions, and changing customer interactions, the working conditions for employees has fundamentally changed over the past 9 months. In recognition of these changes and to make our current contract relevant to these changing working conditions the Union and Kroger shall agree to the following for all represented QFC and Fred Meyer stores in the UFCW 21 and Teamsters 38 jurisdiction.

1. The Union and Employer shall agree to extend their prior Covid LOU to the end of the WA Governor’s declared state of emergency.
2. Effective upon ratification of the LOU, reinstate Hazard (Hero/Appreciation) Pay of $2.00 per hour in addition to regular pay until the earliest of the following dates: the date the WA Governor’s State of Emergency ends; the date all Kroger employees have had access to the full vaccine cycle, or the date masks are no longer required by State mandate or the employer.
3. Effective upon ratification Kroger will pay an extra hour for every shift worked to compensate employees for time spent donning and doffing and sanitizing post-work shift to not bring home exposures from work. This pay will continue until the earliest of the following dates: the date the WA Governor’s State of Emergency ends, the date all Kroger employees have had access to the full vaccine cycle, the date masks are no longer required by State mandate or the employer.
4. Effective upon ratification of the LOU, Clicklist employees and Fred Meyer Pharmacy Techs shall move to Appendix A Grocery wage scale in existing contract for the duration of the existing contract.
5. All Kroger stores will have non-bargaining unit (management or security personnel) assigned to each entrance during all open hours to ensure customer mask compliance and ensure customer counts remain under state mandated percentage. Additionally, only the grocery side of the store will be used for capacity calculations to comply with WA Governor’s capacity restrictions.
6. Kroger will provide but not require N95 respirator masks and face shields, where available, to all employees. Kroger will review placement and size of plexiglass shields with the store safety committee.
7. The union shall receive notification of all Covid cases in any workplace within 24 hours of the employer becoming aware of such cases. Any exposure to employees shall be communicated to potentially exposed employees within 8 hours of the employer becoming aware of the potential exposure.
8. All Kroger Pharmacy Techs covered under the CBA who voluntarily agree to administer the vaccine shall receive an additional $4.00 per hour.
9. All Kroger employees covered under the CBA shall receive an additional $2.00 per hour, should they complete a Covid Safety Certification training run by WeTrain WA. The certification will include training on sanitation, handling chemicals, best practices for minimizing Covid spread in the workplace, etc.
10. Kroger will agree to move the GM employees at South Bellingham store 25 to the Sound Trust health plan effective February 1, 2021. Kroger and the union will work together to ensure that there is no lapse in coverage as workers transition from the Kroger plan.
11. All Kroger stores shall assign adequate staff to keep high touch areas sanitized and shall designate no less than one employee per shift whose sole responsibility will be sanitizing high touch areas of the store and managing social distancing of customers.
12. Kroger agrees to pay a one-time $500 bonus to any employee who can show increased childcare costs at or exceeding $500 due to childcare issues arising from school or daycare Covid closures, or changes to work hours. These increased costs can have incurred anytime in the last 9 months.
13. Kroger and the Union will agree to structured organizing MOU below:

**Structured Organizing Agreement between Fred Meyer and UFCW Locals 21**

Kroger d.b.a Fred Meyer (“Fred Meyer”) and Locals 21 of the United Food and Commercial Workers (“The Union”):

1. Fred Meyer and The Union agree that within six months from the date of execution of this Agreement The Union will supply a list of 2 stores to Fred Meyer that The Union wishes to engage the employees in a fair election process. Fred Meyer agrees that if and when a majority of the full-time and regular part-time employees working at any or all of the Fred Meyer stores engaged in the fair election process in one or more approriate bargaining units, have authorized The Union to act as the employees’ collective bargaining representative, then Fred Meyer will recognize The Union as the employees’ exclusive bargaining representative, subject to the procedures set forth in this Agreement below.
2. In the event The Union requests recognition, Fred Meyer and The Union shall within 15 days select a neutral third party to conduct a review of the authorization cards and/or petition submitted by The Union to determine whether a majority of employees in an appropriate bargaining unit(s) have authorized The Union to be their bargaining representative. (If Fred Meyer and The Union cannot mutually agree on a neutral third party to conduct such review, they shall select the neutral from the arbitration panel listed in the existing CBA between the Union and Fred Meyer covering the geographic area of the store in the same manner outlined in the CBA. Within one week of selection, the neutral third party shall compare the signatures on the authorization cards and/or petition submitted by The Union against a list of all bargaining unit employees furnished by Fred Meyer and shall determine if a majority of bargaining unit employees have signed cards and/or a petition authorizing The Union to represent them. Fred Meyer and The Union shall jointly prepare a list of all employees in the bargaining unit(s) and shall submit such list to the neutral third party.
3. If the neutral third party determines that a majority of employees in the bargaining unit(s) have authorized The Union to represent them, then Fred Meyer shall immediately recognize The Union as the employees’ exclusive bargaining representative and shall immediately bargain with the Union over accreting them into the master CBA agreement including medical coverage through the Sound Health and Wellness Trust without a lapse in coverage. In the event The Union requests recognition, Fred Meyer shall not file a petition with the NLRB for an election and shall not insist that The Union file a petition with the NLRB in lieu of utilizing the procedures set forth in this Agreement.
4. From the date of execution of this agreement Fred Meyer, including all of its officers, representatives, supervisors and other agents, shall take a neutral position to the unionization of its employees. It shall advise the employees in the agreed-upon bargaining unit(s) that it is not opposed to their selection of The Union as their collective bargaining representative. Fred Meyer shall not do or take any action, nor make any statement, that directly or indirectly states or implies any opposition by Fred Meyer to the employees’ selection of The Union as their collective bargaining representative. If questioned by employees about whether to sign authorization cards and/or a petition for The Union, Fred Meyer officers, representatives, supervisors and other agents shall tell the employees, in words or substance, “It’s your choice; the company does not oppose unionization and has no problem with UFCW, The Union.”
5. If either party deems this Agreement to be violated the alleged violations shall be submitted to an arbitrator according the process listed above for the arbitrator to determine if the alleged violations affected the outcome of the process. If the arbitrator rules that violations occurred, the arbitrator may deem the process to be repeated at a date no later than 6 months from the arbitrator’s ruling.

This Agreement applies to all CBA’s effective between the parties.

ITEMS FOR DISCUSSION:

1. Safety Committee meetings not occurring at certain stores
2. Cleaning Logs not occurring at certain stores