

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 19

Fred Meyer Stores, Inc.,

Employer,

And

United Food and Commercial Workers Union,  
Local 1439, AFL-CIO,

Petitioner.

Case No. 19-RC-15194

**EMPLOYER'S REQUEST FOR REVIEW OF**  
**REGIONAL DIRECTOR'S DECISION AND DIRECTION OF ELECTION**

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## **I. REQUEST FOR REVIEW**

Pursuant to Section 102.67(b) of the Board's Rules and Regulations, Fred Meyer Stores, Inc. ("Fred Meyer" or "the Employer"), respectfully requests that the National Labor Relations Board (the "Board") review the April 24, 2009, Decision and Direction of Election ("D&DE") by Region 19 Regional Director ("RD") Richard L. Ahearn, which directed a self-determination election in a unit limited to three playland department employees at the Employer's University Place store in Tacoma, Pierce County, Washington, to determine whether those playland employees wish to be added to the existing multi-store Combined Checkstand ("CCK") unit, as petitioned for by United Food and Commercial Workers Union, Local 367 (hereinafter the "Union" or "Local 367"). (A copy of the D&DE is attached hereto as Exhibit "A" and is cited herein as "D&DE \_\_.")

The RD erred in determining that the petitioned-for self-determination election is appropriate because the University Place playland employees share a community of interest with the employees in the existing multi-store Pierce County CCK unit sufficient to be included in that unit. (D&DE 12.) The RD's Decision departs from reported Board precedent, and is clearly erroneous on the record, prejudicially affecting the Employer's rights. Review by the Board is mandated by Sections 102.67(c)(1) and 102.67(c)(2).

## **II. SUMMARY OF THE EMPLOYER'S POSITION**

The RD concluded that the petitioned-for University Place playland employees share a community of interest with the employees in the existing multi-facility Pierce County CCK unit sufficient to be included in that unit. The RD reached this conclusion despite the fact that the record evidence in the case established that as the store's babysitters, the playland employees have nothing in common with the cashiers in the multi-facility CCK unit. The playland department is completely separate from the rest of the store, and its employees have

different skills and functions than the CCK employees, receive different training, never substitute for CCK employees, do not transfer into CCK positions, and have completely different terms and conditions of employment from the CCK employees. The parties' bargaining history makes it clear that the parties' have always agreed that job classifications will be added to the multi-facility CCK unit when the employees in those classifications receive training on how to operate the cash registers. In these circumstances, Board precedent demands a finding that there is no community of interest between the playland employees and the CCK unit employees.

In addition, and weighing most heavily against the appropriateness of the Union's petition, is the fact that the CCK unit at issue in this case is a multi-facility unit covering all of the CCK employees at the Employer's one-stop stores in Pierce County. Yet the Union sought, and the RD directed an election in, a unit that would add *only* the University Place playland employees to this multi-facility unit and would create an anomaly within the Pierce County stores. The Union stated at hearing that it would not proceed to an election in any unit other than the petitioned-for unit. (Transcript of Hearing, p. 187, attached hereto as Ex. "B" and cited herein as "Tr. \_\_.") The extent of the Union's organizing effort appears to have been the driving force behind the RD's finding that the petitioned-for single-facility unit was appropriate, which is contrary to the mandate of Section 9(c)(5) of the Act and Board policy. Metropolitan Life Insurance Co., 156 NLRB 1408, 1418 (1966). The RD should have dismissed the Union's petition because the petitioned-for unit is inappropriate.

### **III. STATEMENT OF FACTS**

#### **A. Procedural Background**

This case arose out a petition duly filed by the Union under Section 9(c) of the National Labor Relations Act, as amended (the "Act"), seeking a self-determination election for employees working in the playland department of the University Place store to decide whether

they wish to be included in the existing multi-facility CCK unit. A hearing was held in Seattle, Washington, on April 8, 2009, before Hearing Officer Michael Snyder. Both parties submitted briefs to the RD on April 17, 2009. The RD issued his Decision on April 24, 2009.

**B. Relevant Bargaining History.**

**1. The Parties Have a Long History of Bargaining in Pierce County.**

Fred Meyer operates 121 “one-stop” retail stores in Oregon, Washington, Idaho and Alaska, as well as eight “Marketplace” stores. (Tr. 90.) All of the one-stop stores are in excess of 100,000 square feet in size, and sell a full line of merchandise, including groceries and general merchandise items. (Tr. 18, 19-24, 58; 90.) There are seven one-stop stores in Pierce County, Washington, including the University Place store at issue in this case. (Tr. 61.) There also are three Marketplace stores in Pierce County. (Tr. 58.)

The parties have long maintained a collective-bargaining relationship regarding the Pierce County stores, executing successive collective-bargaining agreements since 1973. (Ex. C, p. 58.)<sup>1</sup> Historically, there have been four multi-facility units covered by those agreements: grocery, general merchandise, CCK, and meat/seafood. (Tr. 58.)<sup>2</sup> The parties’ current collective bargaining agreement covering the Pierce County CCK employees is effective by its terms from May 6, 2007 to May 1, 2010. (Ex. D.)

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<sup>1</sup> The Employer entered the testimony of Carl Wojciechowski, Group Vice President of Employee Relations and Human Resources for the Employer, which was previously given under oath in case 19-RC-15057. (Ex. C.) The Employer offered this testimony on the basis that it is relevant to the history of the Pierce County stores. (Tr. 88.)

<sup>2</sup> The three Marketplace stores in Pierce County are too small to have CCK units, and are not covered by the CCK contract. (Tr. 58.) By the terms of the CCK contract between the parties applicable to the Pierce County stores, qualifying stores must meet the following criteria: the total area of the stores must be over 100,000 square feet in size, and the percentage of non-food sales must constitute at least 50% of the total dollar sales within the stores. (Ex. D, Article 1, Section 1.1; Tr. 98.) The Marketplace stores in Pierce County do not have playland departments. (Tr. 98.)

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In bargaining each successor CCK contract since the Pierce County multi-store CCK unit was first created around 1990, the Union has never proposed that the playland employees should be included in the CCK unit, or in any other Pierce County unit. (Tr. 62, 64-65, 68-69.)<sup>3</sup> This includes the most recent CCK contract, which was entered into less than 9 months ago. (Tr. 68; Ex. D.) (The UFCW Locals who represent Fred Meyer employees in the state of Washington appear to be developing a pattern of attempting to add groups of employees to existing multi-facility units by means of self-determination election shortly after an applicable contract is settled, rather than at the table during bargaining for that contract.)

The parties have bargained “after-acquired stores” clauses into each one of the four Pierce County contracts. (Ex. D, “Article 1”, p. 1.) Pursuant to that clause in the CCK contract, the Employer recognizes the Union as the exclusive collective-bargaining representative for a “unit consisting of all employees employed in the Employer’s [CCK] Department in Pierce County and all future [CCK] Departments in Pierce County.” (Ex. D.) Consistent with the parties’ collective bargaining agreements and long-established bargaining history, the parties have added new groups of employees in the existing multi-facility units only after the Union has submitted to the Employer evidence of its majority status among the employees in the respective units. (Tr. 60; Ex. C, pps. 10-11, 13.)

Every time Fred Meyer opens a new store in the Union’s jurisdiction, these after-acquired stores clauses take effect, and the employees in the four bargaining units at the new store are accreted into the existing multi-store units upon a showing of majority interest by the Union. (Tr. 60; Ex. C, pps. 10-11, 13-14.) For example, when Fred Meyer opened new stores

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<sup>3</sup> Playland employees are represented by a union in only one of the Employer’s 121 one-stop stores. (Tr. 65.) In the Employer’s store in Longview, Washington, a different UFCW local represents the playland employees as part of a stand-alone playland unit in that store. (Tr. 65.)

in Bonney Lake and South Hill, Pierce County, Washington, the employees in the four bargaining units were accreted into the existing multi-store bargaining units. (Ex. C, pps. 29-30, 33-34.)

When the Employer opened the University Place store on March 15, 2000, the Union followed the same process with regard to organizing the employees working in that store, including those working in the CCK unit. (Tr. 60-62, 68; Ex. C, p. 58.) Given that the store was opened in the Union's jurisdiction within Pierce County, it was subject to the after-acquired stores clauses of the Pierce County contracts. (Ex. D.) The Union obtained a majority showing of interest among the employees employed in the CCK unit, who were then accreted into the existing Pierce County multi-facility CCK unit. (Tr. 60-62) At that time, the Union did not attempt to organize the University Place playland employees as part of the multi-facility CCK unit, or any other unit. (Tr. 68.) In fact, the parties have recently stipulated that playland employees do not share a community of interest with the employees in the grocery and general merchandise departments. (Ex. E.) The Union has never requested that the Employer include the University Place playland employees within the CCK unit. (Tr. 68.)

## **2. Relevant Bargaining History of the CCK Unit.**

The CCK department at all of the Employer's stores was created around 1990. (Tr. 62.) The stores had been divided into half general merchandise and half grocery, and each half had its own bank of registers. (Tr. 62.) Some stores had a wall running down the center of them, separating the grocery from the general merchandise. (Tr. 62.) The Employer decided to combine the grocery and general merchandise departments and to create one bank of registers at the front of the store. (Tr. 62.) They called this the Combined Checkstand. (Tr. 62.) The Employer approached the various unions representing its employees, and they established a

separate bargaining unit and negotiated a collective bargaining agreement applicable to the cashiers operating the check stands. (Tr. 62.)

Since then, the parties have agreed to add certain employees at all of its one-stop stores, including those in Pierce County, to the existing CCK units. They did so when the job duties of those employees changed and they came to have a community of interest with the employees in the CCK unit sufficient to be included in that unit. For example, a few years ago the Employer wished to move the employees working at the customer service desk from the general merchandise unit to the CCK unit because the Employer wanted to interchange the functions of the customer service desk with those performed by the cashiers in the CCK unit. (Tr. 62.) As part of that interchange, the Employer wished to train the customer service desk employees to operate the registers run by the cashiers in the CCK unit. (Tr. 62.) The Employer proposed these changes to the various unions representing the CCK employees at its one-stop stores, including UFCW Local 367, and agreement was reached with each union. (Tr. 62-63.) The customer service desk employees are now covered by the various CCK contracts and are trained to run the registers. (Tr. 62; Ex. D.)

Similarly, about a year and a half ago, the Employer wished to reduce the duties of the Tellers (now referred to as the Accounting Cashiers) at its one-stop stores due to increased automation of the Teller functions, and also to train them to operate the registers run by the employees in the CCK unit. So it went to the various unions, including UFCW Local 367, and proposed adding these employees to the CCK units. (Tr. 63.) Agreement was reached with the various unions, including UFCW Local 367, and the Accounting Clerks were moved from the general merchandise units to the CCK units. (Tr. 63-64; Ex. D.)

**C. The Employer's Operation at the University Place Store.**

**1. Organizational Structure.**

The University Place store is typical of the Employer's other one-stop stores. It employs 209 employees and is open to customers from 7:00 a.m. to 11:00 p.m. (Tr. 48, 108, 178.) It is divided into departments, including: apparel, food, home, jewelry, photo electronics, pharmacy, playland, and CCK. (Tr. 19-23; Ex. F.) The store is run by Store Director Kelly Rice, who has ultimate responsibility for the day-to-day operation and execution of corporate expectations at her store. (Tr. 18.) Rice, in turn, reports to Teri Weinberg, the Regional Director of Sales. (Tr. 18.) Reporting directly to the Store Director are the Department Managers, including: the Apparel Manager, the Home Manager, the Photo Electronics Manager, the Customer Service Manager, the Loss Prevention Manager, the Food Manager, and the Human Resource Coordinator.<sup>4</sup> (Tr. 25-26.)

Within each Department are several discrete areas or smaller departments for particular classes of products. The Food Department includes grocery, produce, nutrition, service bakery, meat and seafood, and service deli. (Tr. 19-20.) The Apparel Department includes clothing, accessories, shoes, and health and beauty aids ("HABA"). (Tr. 19.) The Home Department includes: housewares, furniture, seasonal products, toys, garden center, automotive, and sporting goods. (Tr. 20.) The Photo Electronics Department includes televisions, computers, DVD's, gaming systems and music compact discs. (Tr. 24.) The Customer Service Department includes the cash registers at the front of the store, and the customer service desk. (Tr. 20.)

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<sup>4</sup> The parties stipulated that the Human Resource Coordinator ("HRC") is a confidential employee within the meaning of the Act and should be excluded from any unit found appropriate by the Regional Director. (Ex. G.)

Many of these departments within departments have their own managers, who report to one of the Departmental Managers. For example, the Food Manager's direct reports are: the Meat/Seafood Manager, the Produce Manager, the Service Deli Manager, the Bakery Manager, the Pharmacy Manager, and the Nutrition Manager. (Tr. 22-23, 28.)

The following employees working in the Customer Service Department are subject to the CCK labor agreement between the parties: the customer service cashiers, the customer service desk clerks, and the parcel clerks. (Tr. 20; Ex. D.) The following employees working in the Food Department are subject to the grocery labor agreement between the parties: produce, bakery, grocery, and service deli. (Tr. 22.) The employees in the Food Department who work in the meat/seafood department are covered by the meat/seafood labor agreement between the parties. (Tr. 20.) The remaining employees in the store work in departments that are referred to as the general merchandise departments. Specifically, the following employees are covered by the general merchandise collective bargaining agreement, although some work in the Food Department: apparel, home, photo electronics, pharmacy technicians, jewelry, health and beauty aides ("HABA"), candy and nutrition. (Tr. 23-25.)

All non-managerial employees in the store are subject to the same Corporate policies, and all are evaluated using the same evaluation forms. (Tr. 52, 83.) All employees in the store are expected to interact with customers and offer assistance when appropriate. (Tr. 137.) They all use the same time clock, restrooms, and break / lunch room. (Tr. 44, 124.) All non-managerial employees wear the same uniforms, except that the aprons they wear may differ by color, identifying their departments. (Tr. 127, 138.) All non-managerial employees wear the same name tags, except that the apparel name tags say "Apparel" on them. (Tr. 127, 138.) The employees in the store all use the same intercom system. (Tr. 116-117.)

## 2. The University Place CCK Employees.

The CCK department at University Place is managed by Customer Service Manager Jay Tinnerstedt. (Tr. 27, 180.) The CCK department and collective bargaining unit include the customer service cashiers, the accounting cashiers, the customer service desk clerks, and the parcel clerks. (Tr. 28; Ex. D.) At the University Place store, there are 45 employees in the CCK unit. (Tr. 178; Ex. H.) Twelve of these employees are Parcel Clerks. (Exs. H, D.)<sup>5</sup> There are 325 employees in the multi-facility Pierce County CCK bargaining unit. (Tr. 178.)

The Customer Service Manager also is responsible for the store's two file maintenance employees, who ensure that all of the stores price codes are entered into the system properly and handle the store's mail, and the playland employees at issue in this case. (Tr. 27, 55, 180-81.) The file maintenance and playland employees at the University Place store are not represented by any union. (Tr. 27, 181.)<sup>6</sup>

The customer service cashiers operate the cash registers at the front of the store, ringing up customers' purchases and then bagging those purchases. (Tr.162; Ex. I.) The accounting cashiers have some accounting functions in addition to their duties as cashiers. (Tr. 28, 30, 48, 164; Ex. I, p. 2.) The duties of the customer service desk clerks include, among other things, issuing refunds and exchanges, selling lottery tickets, and fish and game licenses, processing money orders, selling gift certificates, and answering the store telephones. (Tr. 30-31, 163-64; Ex. J.) The parcel clerks load customers' purchases into customers' cars, round up

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<sup>5</sup> The RD erroneously stated in his Decision that the record did not indicate the number of parcel clerks employed at University Place. (D&DE 4 n. 14.) Under the CCK contract, parcel clerks earn \$8.65 an hour. (Ex. D.) Ex. H indicates that there are twelve employees in the University Place CCK unit who earn \$8.65 an hour.

<sup>6</sup> As noted above, the Employer's playland employees are not represented at any store except the one in Longview, Washington, where they are represented by a different UFCW local in their own stand-alone unit.

shopping carts from the parking lot, put away returned or unwanted merchandise, clean the checkstand areas and restrooms, and occasionally bag groceries. (Tr. 32; Ex. K.)

Employees in these job classifications are not required to possess any special licenses or certificates (other than those required by state or federal law), or prior experience. (Tr. 29-32; Exs. I-K.) Upon being hired, the cashiers receive three days of very particular training, which no other employees in the store receive. (Tr. 163.) Union witness Nancy Ferguson, who is a cashier and cashier trainer at the University Place store, testified that on the first two days of training, the cashiers are given a workbook to work through during the training. (Tr. 163.) On the third day, the cashiers “go live” by spending the day operating a cash register in the store under the supervision of a cashier trainer. (Tr. 163.)

The customer service desk clerks also are trained to operate the cash registers and are required to complete any computer based training and/or web based training modules particular to their functions. (Tr. 35, 163; Ex. J.) For example, the customer service desk clerks are required to complete web based learning programs on how to prevent check fraud, and quarterly programs regarding tobacco products. (Tr. 35.) Union witness and playland attendant testified that the parcel clerks also receive training on running the cash registers and can ring up customers’ purchases. (Tr. 148-19.)

The terms and conditions of the CCK unit employees are governed by the terms of the CCK labor agreement between the parties. (Ex. D.) Their wages are set by the step levels in the contract. (Ex. D, p. 25.) Currently, cashiers and customer service desk clerks start at \$8.60 an hour , and can earn as much as \$16.46 an hour. (Ex. D, p. 25.) Parcel clerks start at \$8.50 an hour and can earn as much as \$8.60 an hour. (Ex. D, p. 25.) All employees in the CCK unit work when the store is open, from 7:00 a.m. to 11:00 p.m. (Tr. 105.) Pursuant to the CCK

labor agreement, the CCK employees are covered by the Union's Sound Health and Welfare Trust, and to the Union's pension plan, both of which are multi-employer plans governed by the Taft-Hartley Act. (Tr. 80-81; Ex. D.)

### **3. The University Place Playland Employees.**

The playland departments were created sometime before 1988 because the Employer's stores were quite large and the Employer believed that customers could more easily get their shopping done if they could leave their kids with a babysitter. (Tr. 99.) In the playland department, the playland attendants provide child care to customers with small children. (Tr. 185; Ex. L.) There are three attendants in the University Place playland department, and 14 attendants total in the Pierce County one-stop stores. (Ex. M.) The Customer Service Manager drafts the work schedules of the playland employees. (Tr. 126.) The playland department is open only from 11:00 a.m. to 7:00 p.m. (Tr. 107.) All of the playland employees work part-time schedules. (Tr. 40, 41; Ex. M.) Only one employee works in the playland department at any given time. (Tr. 110.)

Before they are hired, playland attendants are required to have prior experience with childcare activity and are subjected to a "background security check" that is more rigorous than the "backgrounds checks" given to any other employees in the store, including the CCK employees. (Tr. 106, 185; Ex. L, p. 3.) None of the job descriptions for the CCK classifications list the ability to pass a background check as a requirement of the job. (Exs. I-K.) The playland employees undergo specific training that is not given to other non-managerial employees in the store, including the CCK employees. First, they attend an employee orientation, which is provided to all of the Employer's employees. (Tr. 106.) As part of that orientation, however, they are required to complete web based training modules applicable to the playland department. (Tr. 107.) Following orientation, they receive training that no other non-managerial employees

receive. Specifically, they receive training in first-aid, CPR, the abdominal thrust, and in identifying and dealing with bloodborne pathogens. (Tr. 107, 139-141.) They are given “Freddie’s Playland Procedures Guide,” which they must review acknowledge reviewing by signing a form. (Tr. 37-38; Ex. N.) Then they are assigned a “buddy” for on-the-job training during one of their first shifts. (Tr. 107.) They are not trained in how to operate the cash registers, or to perform any of the functions of the accounting cashiers or the customer service desk clerks. (Tr. 129, 130.)

The playland department itself is completely separate from all other departments in the store, including the CCK department. The playland department is locked at all times, and is accessed by only two doors for adults, and one child-sized door. (Tr. 108, 109.) There is one door in the back of the department for adults, which is an emergency exit. (Tr. 108.) The main door is in the front of the department and is locked from the outside; a buzzer sounds when the door is opened so that the playland attendants will know if a child is leaving the department. (Tr. 108-09.) The playland employees are not allowed to leave the department when there are children in the department. (Tr. 129.) No one other than the playland attendant and the person who relieves the attendant when she goes on break is allowed into playland. (Tr. 146.)

The playland department can take up to eight children at a time, between the ages of two and six. (Tr. 114, 132; Ex. N, p. 2-2.) When a parent drops off a child at the playland department, the attendant determines whether the child has been left in the department before. (Tr. 114.) If he has, then the attendant retrieves the child’s previous “Release of Liability” form from the file, which contains information regarding the child. (Tr. 114; Ex. N, p. 2-2.) If the child is new to playland, the attendant asks the parent to review and sign the “Release Liability Form” explaining the rules of playland. (Tr. 114-15; Ex. N, pps. 2-2, 2-3.) Both the parent and

child are assigned bracelets with matching numbers on them, and those numbers are recorded on the Release form. (Tr. 114-15.) The children are not released to the parent when the parent returns unless the parent has the matching bracelet. (Tr. 135; Ex. N, p. 2-5.)

While the children are in the attendant's care in playland, they play games, build things with blocks, color in pictures, and watch movies. (Tr. 115.) When she is closing the playland department, the attendant sprays everything in the department with a sanitation spray, vacuums, puts the toys away, and looks for broken items. (Tr. 131.) Although some of the playland department's cleaning supplies are stored in the same room as the CCK cleaning supplies, there was no testimony that this fact causes any interaction between the playland and CCK employees.

When there are no children in the playland department, the attendant spends time decorating the walls of playland, making the coloring pages the children color, and sorting through playland specific charts. (Tr. 145.) She may also color code the first page of the CCK schedules, referred to as the "15 Minute Chart" because it sets out the breaks of the CCK employees, including the managers. (Tr. 147-48, 154.) These schedules are given to her by the Customer Service Manager or the CCK Person in Charge ("PIC"). (Tr. 147, 154.) If the attendant has time during her shift, she will spend a few minutes sorting coupons that have been used by customers. (Tr. 141.) There was no evidence that this was a function performed by any bargaining unit employees in the CCK unit. On Fridays, the University Place playland attendants hand out paychecks to the CCK employees, who come to the window in the locked playland department to retrieve their checks. (Tr. 131, 146.) The playland attendant receives the checks from the Customer Service Manager or PIC, and returns to that person any checks that are not given to CCK employees before the playland department closes. (Tr. 113, 131.) There

was no evidence that this was a function performed by any bargaining unit employees in the CCK unit.

At one time, if there were no children in playland, the playland attendants checked the bathrooms every 15 minutes to make sure they were clean and sometimes cleaned off the backends of the check stands. (Tr. 122, 136, 150, 168.)<sup>7</sup> The playland attendants stopped doing so after the Union filed a grievance over the matter in November 2008. (Tr. 136, 150, 153, 158-159; Ex. O.) They have not checked the bathrooms in the last six months. (Tr. 136.) The attendants stopped clearing off the backends at the same time they stopped checking the bathrooms – shortly after the union filed its grievance in November 2008. (Tr. 148.)<sup>8</sup>

The playland attendants also sometimes bag groceries for customers. (Tr. 148.) A grievance was filed by the Union in June 2008 because a playland attendant spent ten minutes bagging groceries when there were no children in playland. (Ex. P.)<sup>9</sup> Since then, playland employees only bag groceries in emergency situations, when the store is very busy with customers and the cashiers and parcel clerks are unable to keep up with demand – and only if there are no children in playland. (Tr. 137, 149, 168.) In those situations, however, all employees in the store, regardless of which department they work in, help bag groceries. (Tr.

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<sup>7</sup> The RD stated in his Decision that there was no evidence in the record that any checkstand work by the playland employees “actually involved operation of cashier equipment.” (D&DE 6.) Of course there was no evidence that the playland attendants actually operated the cashier equipment; there could not be any such evidence since it is undisputed on the record that playland employees are not trained and do not know how to operate the cashier equipment.

<sup>8</sup> Playland Attendant Laura Cutter testified that she sometimes notifies the parcel clerks if the back ends need to be cleared off. (Tr. 121-22.) She further testified, however, that she did this because she “chose to,” and not because she needed to do so. (Tr. 122.) There was no evidence that playland attendants have been instructed to monitor the condition of the back ends.

<sup>9</sup> Although the RD noted this grievance in his Decision, he failed to mention that the playland attendant bagged groceries for only 10 minutes, which is hardly evidence of regular contact or interchange. (D&DE 6 n. 22.)

136-37, 165-66.) In the six months that Union witness and playland attendant Laura Cutter has worked at the University Place store, she has bagged groceries only two or three times when the store was very busy, for a total of ten or twenty minutes each time. (Tr. 136, 149.) Again, she could help out in those situations only because there were no children in playland at the time.

When a playland employee has taken time off from work, another playland employee covered her shifts. (Tr. 137.) If the playland department at the University Place store is going to be understaffed, and no University Place playland attendant is available to work the shift, the Customer Service Manager will ask that a playland employee from one of the other Pierce County stores cover that shift. (Tr. 182.) When the playland attendants need to go on break and there are children in the department, they notify the Customer Service Manager or CCK PIC; one of these non-union, exempt employees then fills in for the attendant. (Tr. 124, 151, 182.) The Customer Service Manager and CCK PIC can cover for the playland attendants because they are trained in first aid and CPR. (Tr. 151.) If there are no children in playland, the attendant simply closes the department during her break. (Tr. 124.) The latter is more typical because the playland attendants attempt to take their breaks when there are no children in playland. (Tr. 124, 151.)

CCK employees at the University Place store do not fill in for playland employees' breaks. In fact, Union witness and retired UFCW Local 367 representative Karen Kolley testified that she wrote a letter to the Employer in 1998 regarding CCK employees who were covering for playland employees during their breaks, and were allegedly being scheduled to work full shifts in the playland department. (Tr. 170-71; Ex. Q.) These events and this correspondence occurred before the University Place store was opened in 2000. (Tr. 176-77.)

Ms. Kolley testified that she made sure that no CCK employees covered for any playland employees on breaks in the Pierce County stores after 1998. (Tr. 177.)<sup>10</sup>

The playland employees are paid according to the Employer's non-union wage scales, and at most they can earn \$13.10 an hour. (Tr. 40, 72; Ex. R.) As non-union employees, the playland attendants are subject to the Employer's health and welfare plan, and its 401(k) plan. (Tr. 80, 82.) Their terms and conditions of employment are different from those of the CCK employees. (Tr. 72; Exs. D, R.) There is no progression from being a playland attendant to being a CCK employee. (Tr. 183.) No playland attendant at the University Place store has transferred to the CCK unit, nor has any University Place CCK employee transferred to the playland department. (Tr. 182-83.)

#### IV. DISCUSSION

**A. The Rd Erroneously Concluded that the Petitioned-For Self-Determination Election Seeking to Add Only the University Place Playland Employees to the Existing Multi-Facility Pierce County CCK Unit is Appropriate Because the Playland Employees Share a Community of Interest with Employees in the CCK Unit Sufficient to be Included in that Unit.**

The Union sought a self-determination election among the playland employees at the University Place store to establish whether they wish to be included in the Employer's multi-facility Pierce County CCK unit currently represented by the Union, or to remain unrepresented. The Board recently explained that an Armour-Globe self-determination election permits

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<sup>10</sup> The RD mentions this dispute, but neglects to observe the very important fact that the dispute did not involve the University Place store, and thus cannot constitute evidence of interchange between the playland employees and the CCK employees *at the University Place store*. (D&DE 6 n. 23.)

Ms. Kolley also testified that a CCK employee transferred to playland for a short time and transferred back to CCK. (Tr. 172.) This testimony did not, however, relate to the University Place store. (Tr. 171-72.) Ms. Kolley also offered some testimony regarding the background checks conducted by the Employer on CCK applicants, but admitted that she had no idea what kind of background checks are conducted on CCK applicants. (Tr. 173.) Even though this testimony did not involve a transfer at the University Place store, the RD erroneously and inexplicably relied on it as evidence of interchange at the University Place store. (D&DE 9.)

employees sharing a community of interest with an already-represented unit of employees to vote on whether to join the existing unit. UMass Memorial Medical Center, 349 NLRB 369 (2007), citing NLRB v. Raytheon Co., 918 F.2d 249, 251 (1st Cir. 1990).

To determine whether a petitioned-for multi-facility unit is appropriate, the Board evaluates the following factors: functional integration, employees contact and interchange, employees' skills and functions, common management and supervision, terms and conditions of employment, and bargaining history. See, e.g., Bashas', Inc., 337 NLRB 710 (2002) and cases cited therein. No one factor in this analysis is determinative. Wal-Mart Stores, Inc., 328 NLRB 904 (1999).

The RD erroneously found that the factors of functional integration, interchange and contact, common supervision, and bargaining history supported his conclusion that the playland employees share a community of interest with the employees in the existing multi-facility CCK unit sufficient to be included in that unit. The RD's findings in this regard are clearly erroneous on the record, and he failed to adequately weigh the factors of the employees' differing skills and functions and terms and conditions of employment.

**1. The RD Erroneously Concluded that the Playland Department is Functionally Integrated with the CCK Unit.**

Although the RD stated that the evidence regarding functional integration was "mixed," he erroneously concluded that this factor supported a finding that the petitioned-for unit is appropriate. In order to un-mix this evidence and reach his conclusion, the RD egregiously stretched the record to support his conclusion and ignored record evidence that did not support his conclusion. He broadly states the playland department is functionally integrated with the CCK unit because both "provide customers with services to facilitate their shopping." (D&DE 8.) He fails to acknowledge that *every single employee* in the store provides customers with

services to facilitate their shopping. He also ignores that the fact the playland employees only provide services to a small portion of the store's customers – those with children between the ages of 2 and 5.

The RD supports his broad generalization with the following findings: playland employees “have bagged groceries and returned merchandise to the shelves when no children were present in Playland and the cashiers, service desk staff and parcel clerks were busy”; (2) playland employees have used the “the Employer’s intercom system to call parcel clerks to assist at the checkstands”; and, playland employees and employees in the CCK unit share a common schedule, and wear identical uniforms and nametags. (D&DE 8.)

The RD deliberately ignores the fact that *all employees* in the store help bag groceries when the checkstands are busy. He also ignores the fact that the one playland employee who testified that she used the intercom to call parcel clerks to assist at checkstands also testified that she did this on her own initiative, and not because she was instructed to do so by management, and not because doing so is part of her job description. He further ignores the fact that all employees in the store wear the same nametags and the same uniforms, except that some wear a different colored apron to designate the department in which they work. His statement that the two groups of employees share a common schedule is not supported by the record: employees in the CCK unit work when the store is open, from 7:00 a.m. to 11:00 p.m., whereas the playland department is only open from 11:00 a.m. to 7:00 p.m. All three playland employees are part time, working one four hour shift a day. The schedules of the playland employees and the employees of the employees in the CCK unit are not dependent on one another, and are in no way functionally integrated with one another.

The record evidence regarding functional integration is not mixed. The record evidence makes it clear that the two departments are not functionally integrated. Indeed, they cannot be functionally integrated because they perform completely different functions: the playland department provides child care services and the CCK department provides cashiering services. The playland department itself is completely separate from every other department in the store, being locked at all times and accessible only to the playland employees themselves and the manager or PIC who is relieving them while they on their breaks. The playland employees are under the authority of the Customer Service Manager, as are the CCK employees, but there was no evidence that the playland employees were assigned to the Customer Service Manager due to functional integration of the two departments.

**2. The RD Erroneously Concluded that the Playland Employees have Regular Contact and Interchange with CCK Unit Employees.**

The RD egregiously stretches the record to support his conclusion that the factor of employee contact and interchange supports the petitioned-for unit. The RD's conclusion that the playland and CCK unit employees have "regular contact" is supported by four erroneous factual findings. First, the RD found that playland employees and parcel clerks have regular contact because the playland department is "located between the store entrances," which are used by parcel clerks throughout the day. (D&DE 8-9.) This finding is pure conjecture unsupported by the record. There is absolutely no evidence in the record that the parcel clerks' use of the entrances caused any contact between them and the playland employees. To the contrary, the record evidence establishes that the playland attendants are locked inside the playland department during their shifts, and that there are multiple departments between playland and the entrances. On one side of playland, between it and the entrance, is the Washington Mutual

Bank; on the other side of playland, between it and the second entrance, are the home electronics and jewelry departments. (Ex. F.)

Second, the RD found that the playland and CCK unit employees have regular contact because the playland department is adjacent to a hallway used by *all* employees in the store and *all* employees in the store use the same breakroom. (D&DE 9, emphasis added.) This finding no doubt supports the inescapable conclusion that *all* employees in the store have contact with one another because they *all* use the same hallway and the same breakroom. The RD offers no explanation, however, as to how the common hallway and breakroom support his conclusion that they create a particular community of interest between the playland and CCK unit employees. (D&DE 9.)

Finally, the RD found that playland and CCK unit employees have regular contact because playland employees hand out checks every Friday to CCK unit employees. (D&DE 9.) The playland employees may hand out paychecks to CCK unit employees every Friday while the playland department is open, but there is no evidence as to how much contact this actually engenders. Logic dictates that it cannot take more than a few seconds to give someone a paycheck. Such brief, perfunctory interactions cannot constitute regular contact that creates a shared community of interest between the playland and CCK unit employees.

The RD most egregiously stretches the record to suit his purposes when it comes to his findings regarding transfers between the playland department and the CCK unit. The RD states:

The evidence of permanent transfers between the customer service positions is very scant, with the record only referencing one employee transferring from the attendant position to a common check bargaining unit position, and then back to an attendant. In addition, short-term assignments, that is a common check bargaining unit employees working in Playland when an attendant is unavailable, have not occurred in the recent past. The grievances and other evidence in the

record, however, demonstrate that interchange between the positions is limited in part by jurisdictional boundaries. Where, as here, a factor is limited as a direct result of a bargaining agreement between the parties, the value of that factor in determining a community of interest is mitigated.

(D&DE 9.) Putting aside the RD's arbitrary lumping together of the playland and CCK employees by incorrectly labeling them "the customer service positions," this portion of the RD's decision simply cannot stand uncorrected by the Board. The record affirms that there have not been any employee transfers between the playland department and the CCK unit at the University Place store – the only store at issue in this case. The record on this point is as follows:

Q [By Hearing Officer] Are you aware of anybody from the CCK bargaining unit transferring into Playland?

A [By Tinnerstet] No.

Q. Are you aware of any Playland employees transferring into the CCK bargaining unit?

A. I'm not sure. I'm sure it's happened, but I'm not aware.

Q Are you aware of anybody in your store?

A No.

(Tr. 178-79.) The RD cannot be permitted to rely on the mere possibility that a playland employee somewhere at some time may have transferred into a CCK unit as evidence that there is interchange between the playland and CCK unit employees *at the University Place store*. The lack of evidence on this point is not the result of "jurisdictional boundaries," as the RD terms it, because playland employees could transfer into the CCK unit if they wanted to and they received the proposed training, just as any other employee in the store could do. The lack of evidence on this point is due to the fact that there simply have not been any transfers between the playland and CCK departments at the University Place store.

The RD's statement that "short-term assignments, that is common check bargaining unit employees working in Playland when an attendant is unavailable, have not

occurred *in the recent past*,” (emphasis added) is true but misleading. There is *no* evidence in the record that CCK bargaining unit employees have *ever* covered for playland employees in the playland department at the University Place store. In fact, they cannot do so because they do not have the requisite training to work in playland. The record establishes that when a playland employee at the University Place store needs to go on break, the Customer Service Manager or a PIC covers the break. The Customer Service Manager resolves playland staffing issues at the University Place store by either calling in an unscheduled University Place playland employee or using playland employees from other Pierce County stores. Again, no University Place CCK unit employee has substituted or covered in the playland department because they are trained in playland functions, and not because of any grievances or “jurisdictional boundaries.” (The RD’s reference to “grievances and other evidence in the record” is a reference to correspondence between the Union and the Employer about some CCK employees who were substituting in the CCK department. This correspondence is ten years old, and did not involve the University Place store.)

Contrary to the RD, the record evidence establishes that playland employees at the University Place store do not have regular, work-related contact with CCK unit employees. No particular community of interest arises between playland employees and CCK unit employees simply because there is only one breakroom and one hallway leading to that breakroom in the store. If such a community of interest could arise from these facts, then the playland employees would share a community of interest with every other employee in the store. Yet, the Union itself recognizes that these facts do not give rise to any particular community of interest, since it stipulated that the playland employees do not share a community of interest with general merchandise and grocery unit employees.

The record also establishes that there is absolutely no evidence of interchange between the playland employees and CCK employees at the University Place store. This is the result of the fact that playland employees are not trained to perform CCK unit functions and CCK unit employees are not trained to perform playland functions.<sup>11</sup> It is not, as the RD suggests, the result of collectively bargained jurisdictional boundaries. CCK unit employees do not substitute in the playland department because they are not trained to do so; only the Customer Service Manager or a PIC can cover for the playland employees.

**3. The RD Failed to Adequately Consider that the Employees' Differing Skills and Functions Weighs Against Finding a Community of Interest.**

The RD concluded that "on balance," the factor of similar skills and functions does not favor the petitioned-for unit. (D&DE 9.) The RD failed, however, to give this factor adequate weight in his analysis of the community of interest factors. The playland employees and CCK employees do not have similar skills or functions. The playland employees provide childcare, and the CCK employees run the cash registers, perform accounting functions, run the customer service desk, and act as parcel clerks. Naturally, they receive completely different training for their completely different functions. The playland employees are not trained to operate the cash registers, or perform any functions of the customer service desk clerks or accounting cashiers. Likewise, the CCK employees do not receive the specialized training received by the playland employees. The RD should have found that this factor strongly weighs

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<sup>11</sup> Playland employees at the University Place store occasionally assist with bagging groceries. In emergency situations, when the store is very busy, a playland attendant has spent ten or twenty minutes bagging groceries two or three times in the last six months. In these situations, however, playland employees are not the only store employees to assist with bagging groceries. Employees from all over the store assist with bagging groceries, including managers.

against finding that playland employees share a community of interest with CCK unit employees, and should have found that it outweighed other factors such as common supervision.

**4. The RD Failed to Adequately Consider that the Employees' Differing Terms and Conditions of Employment Weighs Against Finding a Community of Interest.**

The RD erroneously concluded that this factor did not weigh in either party's favor. (D&DE 10.) The record establishes that the playland employees terms and conditions of employment are completely separate from those of the employees in the CCK unit, and the RD should have concluded that this factor weighed against finding a community of interest.

The playland employees are all part-time employees who work different hours from the CCK employees because the playland department is open only from 11:00 a.m. to 7:00 p.m. They also typically work only four-hour shifts, which is not the case for CCK employees. As non-union employees, their terms and conditions of employment are completely different from those of the CCK employees. Should the playland employees in this case be permitted to vote in a self-determination election, and then vote to be included in the existing multi-facility CCK unit, their terms and conditions of employment will be different from those of the playland employees in the rest of the Pierce County one-stop stores. In that case, playland employees at other Pierce County stores will not be able to substitute for playland employees at the University Place store, nor will the other Pierce County playland employees be able to transfer into the University Place playland and vice versa.

**5. The RD Erroneously Concluded that the Employees' Common Supervision Weighed Strongly in Favor of Finding a Community of Interest.**

The Customer Service Manager supervises the CCK unit employees and the playland employees. The RD erroneously concluded that this fact "weighs strongly" in favor of finding that playland employees share a community of interest with CCK unit employees.

(D&DE 10.) The RD give no explanation as to why favors such a finding, other than to say that it is “an important reality.” Id. It is not an important reality. The Customer Service Manager simply supervises the playland department because it is located near the CCK department. If the playland department had been located near the grocery department, the Food manager would have supervised the playland department.

The common supervision has absolutely nothing to do with any similarity between the playland employees and the CCK unit employees. These employees perform different functions and work different hours, so the Customer Service Manager does not have to coordinate their schedules when he is drafting the schedules because they are not dependent on one another. Nor do the playland employees’ breaks have to be coordinated with the CCK employees’ breaks. The fact that the Customer Service Manager conducts the evaluations for both groups of employees is of little consequence, since the evaluation forms he uses to evaluate both groups are the same forms used for all non-managerial employees in the store – and throughout all of the Employer’s stores.

The RD relied heavily on this one factor in finding community of interest exists between the playland employees and the CCK unit employees, despite the lack of evidence as to exactly how the common supervision creates a community of interest. The RD erroneously relied on this single factor, even though it is not determinative and must be weighed against the remaining factors. Wal-Mart Stores, Inc., 328 NLRB 904 (1999) (no one factor in the community of interest analysis is considered determinative). Even if common supervision could be said to weigh in favor of finding a community of interests exists, it was grossly outweighed by the lack of regular work-related contact, interchange, functional integration, the differences in

the employees' terms and conditions of employment, and the parties bargaining history, as discussed below.

**6. The RD Erroneously Concluded that the Parties' Bargaining History Weighed in Favor of Finding a Community of Interest Between Playland Employees and CCK Unit Employees.**

The RD erroneously concluded that the parties' bargaining history supports a finding that the University Place playland employees share a community of interest with the employees in the existing multi-facility Pierce County CCK unit sufficient to be included in that unit. (D&DE 12.) To the contrary, the parties' bargaining history regarding the Pierce County stores weighs heavily against such a finding. The nearly thirty years of bargaining history between the parties must be given substantial weight in determining the appropriateness of the petitioned-for unit. See NLRB Outline of Law and Procedure in R Cases, Community of Interest, 12-210 (in determining the appropriateness of a bargaining unit, prior bargaining history is given substantial weight), and cases cited therein. As a general rule the Board is reluctant to disturb a unit established by collective bargaining, which is not repugnant to Board policy or so constituted as to hamper employees in fully exercising rights guaranteed by the Act. Canal Carting, Inc., 339 NLRB 969 (2003); Ready Mix USA, Inc., 340 NLRB 946, 947 (2003). As the party challenging the appropriateness of the historical multi-facility CCK unit, the Union has a heavy evidentiary burden. Trident Seafoods, 318 NLRB 738 (1995).

The parties' bargaining history makes it clear that when certain classifications of employees are to be added to the multi-facility CCK unit, they are added subject to the following conditions: (1) the additional classifications come to share a community of interest with the employees in the existing multi-facility CCK unit because the Employer chose to integrate the functions of the additional classifications with those of the existing CCK unit by training the additional classifications to operate the cash registers (the playland employees cannot operate the

cash registers); (2) the additional classifications are added to the existing multi-facility CCK by agreement of the parties rather than by unilateral action; and, (3) the additional classifications are added on a multi-facility basis, and not on a single store basis. Based on the record in this case and the foregoing discussion, it is clear that the Union it has not met its burden to establish that the historical multi-facility CCK unit is no longer appropriate.

The RD acknowledged the common thread of operating cashier equipment that runs through the CCK unit's bargaining history, but he concluded that it is "clearly not so dominant as to negate the community of interest" that he found exists between the CCK unit employees and the University Place playland attendants. (D&DE 11.) The RD made several erroneous findings on the record in reaching this conclusion. First, he found that "operating cashier equipment is a "relatively simple skill to obtain, as the Employer trains employees in this skill in a matter of hours." (D&DE 11.) The Employer does not currently train the playland employees to operate cashier registers *because they are babysitters, not cashiers*. The RD, however, is taking it upon himself to instruct the Employer to create a community of interest between the playland employees and the CCK unit employees by training the playland employees to operate cash registers. This is beyond the statutory authority delegated to the RD, and is patently contrary to established Board precedent. It is also not as simple to train cashiers as the RD makes out. Cashiers undergo three days of training, the last day of which consists of an entire eight-hour "go live" shift in which the new cashier is supervised at the register by a trainer.

Second, the RD again relies on conjecture and stretches the record evidence by stating that "functional integration between the attendants and common check unit employees would have occurred on a more frequent basis to some extent had [the Union] not objected

and/or filed grievances on jurisdictional grounds.” (D&DE 10.) The RD is not relying on record evidence here, but on his conjecture of what the Employer might have done in completely different circumstances. He also continues to ignore the fact that playland and CCK unit employees do not interchange because the playland employees cannot operate the cash registers, and the CCK unit employees are not trained in CPR and the identification of bloodborne pathogens. Finally, the grievances to which he again refers are not grievances at all, but were characterized by the Union’s witness as being merely correspondence, which is ten years old and has nothing whatsoever to do with the University Place store. (Tr. 176.)<sup>12</sup>

The bargaining history regarding the existing multi-facility Pierce County CCK unit clearly establishes that by agreement between the parties, job classifications are only added to the multi-facility CCK unit once the employees in those classifications are trained in operating the cash registers. The playland employees are babysitters who have never been trained in operating the cash registers. The parties’ bargaining history strongly militates against finding that a community of interest exists between the University Place playland employees and the employees in the existing multi-facility CCK unit.

**B. The RD Erroneously Concluded that it is Appropriate to Include Only the University Place Playland Employees in the Multi-Store CCK Unit.**

The RD erroneously concluded that it is appropriate to include only the University Place playland employees in the existing multi-facility Pierce County CCK unit. (D&DE 12.) Under Board law, a petitioned-for single-facility unit is presumptively appropriate “. . . unless it has been so effectively merged into a more comprehensive unit, or it is so functionally

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<sup>12</sup> The only grievances filed regarding the University Place store involved the playland employees bagging groceries for a mere ten minutes (something that all employees do when the store is swamped with customers), and the playland employees checking the bathrooms, which they only did for two weeks. It is important to note that neither grievance involves the playland employees operating cash registers.

integrated, that it has lost its separate identity.” Trane, 339 NLRB 866, 870 (2003). The factors that the Board examines to determine whether such a merger has occurred include: (1) central control over daily operations and labor relations, including the extent of local autonomy; (2) similarity of employee skills, functions and working conditions; (3) the degree of employee interchange; (4) the distance between the locations; and (5) bargaining history, if any exists. Professional Janitorial Service of Houston, Inc., 353 NLRB No. 65, JD slip op.at 8 (December 17, 2008).

It is indisputable that the University Place CCK unit has no identity as a separate single-facility unit because, by agreement of the parties, it is merged into the multi-facility Pierce County-wide CCK unit.<sup>13</sup> It is therefore inappropriate for the RD to direct a self-determination election that would include only University Place playland employees in the multi-facility CCK unit as if the University Place CCK unit were a stand-alone unit, single-facility unit. Doing so could lead to an anomaly in Pierce County, as the University Place playland employees would be the only playland employees to be included in the multi-facility CCK unit, while playland

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<sup>13</sup> The Union may argue that the single-facility presumption applies to the playland employees and that they have not been merged into a larger, more comprehensive unit. See Trane, 339 NLRB 866 (2003). Such an argument would ignore the fact that the Union is not treating the University Place playland employees as an independent single-facility unit. Instead, they are seeking to add them to the existing multi-facility CCK unit at the University Place store, and so the single-facility presumption must be applied to the CCK unit at the University Place store. The Union’s petitioned-for single-facility combined CCK/playland unit is inappropriate because the University Place CCK unit has no separate identity and has been merged into the multi-facility CCK unit.

Even if the single-facility presumption were mistakenly applied to the playland employees alone, the record establishes that the Pierce County playland employees have the same skills and functions, receive the same training upon being hired, are subject to the same background checks, and that the Customer Service Managers at the various stores can assign playland employees from other stores to substitute for playland employees in their own stores. The parties bargaining history also establishes that Pierce County-wide bargaining units are geographically appropriate. Furthermore, the fact that a different UFCW Local represents playland employees in a stand-alone unit in the Employer’s Longview store establishes that playland employees could constitute a separate, appropriate unit.

employees at the other Pierce County stores remain unrepresented. Such a result is contrary to the parties' well-established bargaining history in Pierce County.

For thirty years, the parties have agreed that the Pierce County stores should be organized into four multi-store units, wherein each unit includes all employees of the type covered by the unit description in each of the four contracts. Upon opening a new store in the Union's jurisdiction, the Union may represent the employees in those four agreed-upon units upon a showing of majority status in each of the four agreed-upon units. If the Union, for example, does not achieve a majority showing in the CCK unit in one of the stores, those unrepresented CCK employees cannot be added to another multi-facility unit existing within the store, such as the grocery or general merchandise units. If those employees are going to be represented at some point, they must be represented as part of the multi-facility CCK unit.

The fact that the Union is required to demonstrate majority status in each bargaining unit prior to recognition mean that the parties organize the Employer's stores on a department-by-department and store-by-store basis. Pursuant to the after-acquired clause in the multi-facility CCK unit, when a new store opens the Union may represent the employees in the multi-facility CCK unit in that store, but that unit is not separate from the multi-facility CCK bargaining unit; it is automatically merged into the multi-facility unit and the single, multi-facility CCK contract is applied to that unit. Again, if the Union does not demonstrate a majority showing in that unit, it will go unrepresented until majority status is demonstrated, but it cannot be added to any of the other existing multi-facility units. This agreed-upon procedure ensures consistency and continuity among the stores in the geographic region.

The same principle applies to the playland employees. Based on the parties' long-standing practice, the playland employees at one store cannot be added to an existing multi-

facility unit, leaving the rest of the playland employees unrepresented and potentially subject to inclusion in a different multi-facility unit by means of yet another self-determination election, or (as is demonstrated in the Longview, Washington store) representation as stand-alone units.

Pursuant to the parties' bargaining history and practice, if the Union wants to include the playland employees in the existing multi-facility CCK unit, its petition must include all of the playland employees in the Pierce County stores.

The Union was not willing to organize the playland employees at the other Pierce County stores, however, and the RD seems to have based his Decision on the extent of the Union's organizing effort, which is contrary to the mandate of Section 9(c)(5) of the Act and Board policy. Metropolitan Life Insurance Co., 156 NLRB 1408, 1418 (1966).

## V. CONCLUSION

Based on the foregoing facts, arguments and authorities, the Employer respectfully requests that the Employer's Request for Review should be granted so that the Board may review and correct the RD's clearly erroneous conclusion the University Place playland employees share a community of interest with the employees in the existing multi-facility Pierce County CCK unit sufficient to be included in that unit. The Employer further requests that the Board impound any ballots cast in the mail-ballot election pending its review of this Request.

DATED: May 8, 2009.

BULLARD SMITH JERNSTEDT WILSON

By: /s/Jacqueline M. Damm

Jacqueline M. Damm

Jennifer A. Sabovik

Attorneys for Fred Meyer Stores, Inc.

CERTIFICATE OF SERVICE

I hereby certify that I served the foregoing **EMPLOYER'S REQUEST FOR REVIEW**  
**OF REGIONAL DIRECTOR'S DECISION AND DIRECTION OF ELECTION** on:

Richard L. Ahearn  
Regional Director  
National Labor Relations Board  
Region 19  
2948 Jackson Federal Building  
915 Second Avenue  
Seattle, WA 98174-1078

Finley Young  
UFCW Local 367  
6403 Lakewood Drive W.  
Tacoma, WA 98467

by emailing a true and correct copy to the last known email address of each person listed, and by mailing full, true and correct copies thereof. The mailed copies were placed in sealed, first-class postage prepaid envelope, addressed to the above person(s) as shown above, to the last known office address of said person(s), and deposited with the United States Postal Service at Portland, Oregon, on the date set forth below.

Dated: May 8, 2009

/s/ Jacqueline M. Damm

Jacqueline M. Damm

Attorneys for Fred Meyer Stores, Inc.

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 19

FRED MEYER STORES, INC.

Employer

and

Case 19-RC-15194

UNITED FOOD AND COMMERCIAL  
WORKERS, LOCAL 367, affiliated with  
UNITED FOOD AND COMMERCIAL  
WORKERS INTERNATIONAL UNION

Petitioner

**DECISION AND DIRECTION OF ELECTION**

**I. SUMMARY**

Upon a petition duly filed under Section 9(c) of the National Labor Relations Act, as amended ("the Act"), a hearing was held before a hearing officer of the National Labor Relations Board ("the Board").<sup>1</sup> Pursuant to the provisions of Section 3(b) of the Act, the Board has delegated its authority in this proceeding to the undersigned. Upon the entire record in this proceeding, I make the following findings and conclusions.<sup>2</sup>

Petitioner ("the Union") represents certain employees at Fred Meyer Stores, Inc. ("the Employer") in a number of bargaining units, including a common check unit, or "CCK" unit. Petitioner in this case seeks a self-determination election among three Playland attendants ("attendants") employed at the Employer's University Place store ("University Place"), located in Pierce County, Washington, to decide whether those employees wish to be included in the existing county-wide unit of common check employees.<sup>3</sup>

The Employer opposes the petition, asserting the attendants do not share a community of interest with the employees in the existing common check unit.<sup>4</sup> Petitioner

<sup>1</sup> The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed. The Employer is engaged in commerce within the meaning of the Act and it will effectuate the purposes of the Act to assert jurisdiction herein. The labor organization involved claims to represent certain employees of the Employer and a question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Sections 2(6) and (7) of the Act.

<sup>2</sup> The Employer and Petitioner timely submitted briefs, which I have carefully considered.

<sup>3</sup> No other labor organization seeks to represent the employees covered by the instant petition.

<sup>4</sup> The Employer also maintains that, should a community of interest be found with the common check unit, the potential inclusion of only one location's attendants is inappropriate because the common check unit is a county-wide multilocation unit.

maintains a community of interest exists, and that a self-determination election among the University Place attendants is appropriate.

Based on the record as a whole and the parties' respective briefs, I find that the attendants share a community of interest with the employees in the existing common check bargaining unit, and that the petitioned-for self-determination election is appropriate.

Below, I have summarized the record evidence detailing the parties' bargaining history, and the Employer's operations. Following my summary of the relevant record evidence is my analysis of the applicable legal standards, and their application to the facts of this case. Given my conclusion that there is no basis to dismiss the petition, the final section sets forth the direction of election and the process for requesting review of this decision.

## II. RECORD EVIDENCE<sup>5</sup>

### A. Relevant Bargaining History

The Employer is a State of Ohio corporation that operates 128 stores in Alaska, Washington, Oregon, and Idaho, 120 of which are large "one-stop" retail stores (each over 100,000 square feet) that sell a full line of products, including groceries and general merchandise.<sup>6</sup> The Employer operates seven "one-stop" stores in Pierce County, Washington: Bonney Lake, Puyallup, South Hill, Sumner, Tacoma Pacific, Tacoma Stevens, and University Place.

The parties have long maintained a collective-bargaining relationship regarding the Pierce County stores, executing successive multilocation collective bargaining agreements. At present, the Employer and the Union are party to four collective bargaining agreements: grocery, meat, general merchandise, and common check.<sup>7</sup> All four contracts cover multiple stores.

The common check unit was developed by the Employer, after bargaining with the Union, in 1990 to integrate what were previously two sets of cashiers, food and non-food.<sup>8</sup> Over time, additional classifications have been added to the unit, including customer service desk employees ("service desk employees") a "couple" of years ago and accounting

<sup>5</sup> At hearing, the Employer called University Place Store Director Kelly Price, University Place Customer Service Manager Jay Tinnerstet, and Vice President of Human Resources and Employee Relations Carl Wojciechowski as witnesses. Petitioner called attendant Laura Cutter, cashier Nancy Ferguson and Union Representative Karen Kolley.

<sup>6</sup> The remaining eight stores are "marketplace" stores which primarily sell grocery items and a more limited line of general merchandise.

<sup>7</sup> In addition to being a multilocation agreement, the grocery agreement is also a multiemployer agreement, negotiated by a multiemployer group to which the Employer belongs.

<sup>8</sup> The Employer has recognized and bargained with Petitioner as the exclusive collective-bargaining representative of the Pierce County common check unit, described in the current collective bargaining agreement as "...all employees employed in the Employer's Combination Food/Non-Food Checkstand Departments in Pierce County and all future Combination Food/Non-Food Checkstand Departments in Pierce County...excluding the Department Manager and two Assistant Department Managers."

cashiers about a year and a half ago.<sup>9</sup> The record is not clear when parcel clerks were added to the unit. The most recent Pierce County common check contract is effective May 6, 2007, to May 1, 2010.

The parties' collective bargaining agreements covering Pierce County have accretion clauses covering future stores.<sup>10</sup> These clauses permit card check recognition where Petitioner obtains authorization cards from a majority of employees in a previously unrepresented department. The accretion clauses function on a store-by-store basis, which requires the Petitioner to demonstrate majority support in a previously unrepresented department at a future or new location. Once recognized, however, the newly represented group is covered by the terms of the appropriate county-wide contract. The result is that all four contracts may not be applicable to every store in Pierce County. For example, the general merchandise and deli units at the Sumner location are not represented by the Union, as Petitioner could not demonstrate majority support in those two groups of employees following the opening of the Sumner store and Petitioner's organizational efforts. Therefore these particular Sumner employees are not covered by the collective bargaining agreements applicable at the other locations.<sup>11</sup>

#### **B. Employer's Operation**

The Employer divides the operation of its stores into sections. Several sections are specific to certain merchandise, including the Food, Home, Apparel, and Electronics sections. These sections also mirror the general division of the sales floor. Other sections have responsibility for services provided or utilized by the store, including Customer Service, Human Resources and Loss Prevention. Whether merchandise or service based, each section is run by a Section Manager, who in turn reports to the Store Director.

209 total employees work at University Place, which is open to the public daily from 7:00 a.m. to 11:00 p.m. Typical of the Employer's "one-stop" stores, University Place has two entrances on the side of the building facing the parking lot. The space inside the store between the entrances, approximately 10 percent of the store's total floor space, contains the checkstands and a number of small departments, including Pharmacy, Electronics, Jewelry, and Playland. University Place also has a small space in this area utilized by a third party financial institution. Adjacent to Playland on one side is a hallway leading to the restrooms, a supply room, an accounting room and the time clock for all employees. The Electronics section is adjacent to Playland on the other side.

<sup>9</sup> Accounting cashiers are a subset of the cashier classification, a distinction explained in more detail in the following section. Unless otherwise indicated, "cashiers," as used in this decision, refers to cashiers and accounting cashiers collectively. I additionally note that accounting cashier is a relatively new title, and in the record this position is also referred to as "teller," the title of the position when it was added to the common check unit.

<sup>10</sup> The language referencing future units in the recognition clause (Article 1.1, Recognition and Bargaining Unit, quoted in fn. 8 above) is described by the parties as the "accretion clause." This language is also referred to in the record as the "after-acquired store clause." The procedure described is not contained in this language, but is instead an established practice. To the extent this practice is documented in a written agreement, it is outside the scope of the evidence in the record.

<sup>11</sup> The nature of the store may also make some contracts inapplicable. For example, the marketplace locations do not utilize a common check system, so they do not have a common check unit.

## 1. Checkstands and Customer Service Desk

Each of the seven "one-stop" stores in Pierce County, including University Place, has a common checkstand area with registers and an adjacent, but separate, customer service desk. Cashiers, accounting cashiers, service desk employees, and parcel clerks are employed at University Place. These classifications are all included in the Employer's customer service section, and report to Customer Service Manager Jay Tinnerstet.<sup>12</sup> At University Place, the Employer's customer service section also includes two file maintenance employees and three Playland attendants; both of these classifications likewise report to Tinnerstet.<sup>13</sup>

Approximately 45 cashiers, accounting cashiers and service desk employees are employed at University Place.<sup>14</sup> The primary task of cashiers is to perform sales transactions for customers at the checkstand area. In addition, cashiers are required to open and close their registers, bag merchandise, and adequately stock and clean the checkstand area. Accounting cashiers perform this cashier function, but also have responsibility for balancing the registers, preparing bank deposits, auditing reports, and are responsible for ordering and issuing lottery tickets, postage stamps and money orders. Both types of cashiers are included in the common check bargaining unit.

The customer service desk is located in the front of the store, close to the cashiers' checkstands. Service desk employees handle returns and exchanges, process money orders, layaways, job applications, sell gift certificates and fish and game licenses. They also provide information to customers, and answer phones. Service desk employees are included in the common check bargaining unit.

Parcel clerks assist customers in taking their purchased merchandise from the store to the parking lot, and collect and return carts from the parking lot to the store. They also return merchandise from the checkstands to the sales floor, assist in bagging, and have cleaning responsibilities. At least some parcel clerks are cross-trained and are able to perform cashier duties, operating a register and completing sales transactions. Parcel clerks are included in the common check bargaining unit.

With regard to pay and benefits, cashiers, accounting cashiers, service desk employees and parcel clerks constitute the common check bargaining unit and their terms and conditions of employment are governed by the common check collective-bargaining

<sup>12</sup> The assistant manager for the customer service section is Amber Southworth, the "third in charge" is Christine Hilario, both of whom are not included in the common check bargaining unit. Three or four employees in the customer service section are apparently designated with the title "person in charge" (PIC), and are excluded from the bargaining unit.

<sup>13</sup> The Employer's file maintenance staff ensures that prices within the Employer's computer system are correct, and also perform some time and attendance duties. The file maintenance staff is not included in any bargaining unit. The parties did not specify the particular work area where file maintenance employees are located in the store.

<sup>14</sup> The record does not indicate the number of parcel clerks employed at University Place.

agreement. Further, all common check unit employees apparently receive cashier training prior to commencing work for the Employer.<sup>15</sup>

All employees at University Place use the same time clock, break room, and receive on-site training via a web-based learning system. All hourly employees, including all of the classifications at issue in this case, are evaluated using the same system.

## 2. Playland

At four of the seven "one-stop" stores in Pierce County, the Employer also has a Playland. Playland is a supervised play area located at the front of the store, near the checkstands and customer service desk. When shopping at University Place, during Playland's operating hours of 11:00 a.m. to 7:00 p.m., parents can leave children, who meet the participation requirements, for up to 1 hour.<sup>16</sup>

Playland is a small, open area, approximately 25 square feet, but with controlled access so that the children remain inside and adults, other than the attendant, are outside. The attendant sits at a counter near the adult entrance, which faces the checkstands. A second, small door for children is adjacent to the adult door. The design of Playland allows the attendant to interact with adults on the other side of the counter without leaving Playland, but also prevents the children from being able to leave unattended.

When a parent brings a child to Playland, the attendant will first determine if the child has been to that Playland previously. If so, the attendant retrieves the child's file card from Playland records, signs the child in, and provides the parent and child number coded bracelets. If the child has not been to that location before, the attendant completes the paperwork (providing the parent a copy of Playland rules, and recording personal information). Playland is equipped with toys, art and games; when not checking children in or out, the attendant plays with the children.<sup>17</sup> Playland also has equipment to play movies for children. At University Place, Playland's maximum capacity is 8 children, so that a 1 adult to 8 children maximum ratio is maintained.<sup>18</sup>

The 8 hours of Playland's operation are divided into two 4-hour shifts; 1 attendant is scheduled for each shift.<sup>19</sup> Attendants have a few additional responsibilities in addition to monitoring children. They sort coupons previously used by customers in purchases at the store, frequently at the beginning of the morning shift before children begin arriving. Attendants also color code work schedules for the customer service section. On Fridays, the attendants are given the paychecks for the store's entire staff for distribution to

<sup>15</sup> It is not clear from the record that parcel clerks receive such training, but it would appear such training would occur if parcel clerks also perform cashier duties.

<sup>16</sup> To be admitted to Playland, a child must be at least 2 years of age, but not yet have entered kindergarten. Children must also be able to enter Playland freely through the child's door entrance, in effect an age and maximum height restriction.

<sup>17</sup> The check-out process is similar to check-in process. The attendant matches the numbered bracelets and the parent signs out.

<sup>18</sup> At hearing, it was estimated that the amount of time when no children are present in Playland is between 30 minutes and an hour per 4 hour shift.

<sup>19</sup> With the exception of when a new hire is participating in training.

employees who receive their paychecks at work. Attendants then distribute the paychecks as employees report to Playland.<sup>20</sup>

The record reveals varying additional tasks performed by the attendants intermittently over a long period of time, or consistently for a brief period of time. In the past this has included performing a regular check of the restrooms (looking for any problems, wiping the sink, replacing paper towels, toilet paper and seat covers), work also performed by parcel clerks.<sup>21</sup> The record also indicates attendants may have, on occasion, returned stock from the checkstands to the floor, and bagged groceries.<sup>22</sup> It is clear the bathroom cleaning assignment was discontinued, while the other tasks appear to have been a combination of assignment by management, or the initiation by attendants when no children were present in Playland.<sup>23</sup> The parties did not detail in the record the extent of work performed at the checkstands by the attendants, and there is no evidence in the record that any checkstand work actually involved operation of cashier equipment.

All attendants work part-time, between 12 and 20 hours a week, and are paid according to the Employer's non-union pay scale. Non-union employees of the Employer, such as the attendants, are also covered by the Employer's policies for non-represented employees in regard to sick pay, short-term disability, vacation, holidays, funeral pay, jury duty and overtime, and participate in the Employer's health and welfare plan, as well as the Employer's 401(k) plan. Attendants are required to have cardiopulmonary resuscitation (CPR) and first aid certifications, and complete a class on bloodborn pathogens. The Employer provides the training both to obtain the certifications, and the pathogen class, over the course of one 4-hour training period after the attendant is hired, but before they begin work with the children. When the Playland attendant is taking lunch or a break, the supervisor is required to cover that absence with an employee with the same certifications and training.<sup>24</sup>

During the hiring process the Employer submits all new employees to a background check. However, the Employer submits prospective or new hire attendants to a more extensive background check because they are working with small children.

### III. ANALYSIS

A union may seek to add unrepresented employees to an existing bargaining unit by petitioning for a self-determination election. In a self-determination election, if the majority

<sup>20</sup> The parties did not present any evidence regarding whether the Employer offers its employees the option of receiving their pay through direct deposit to bank accounts.

<sup>21</sup> This work was performed by attendants for a period of 2 weeks.

<sup>22</sup> The record contains two grievances filed by the Union over the attendants performing bargaining unit work. The first is dated June 11, 2008, and involves an attendant bagging groceries. The second is dated October 24, 2008, and involves cleaning and other tasks.

<sup>23</sup> Reverse crossover work, bargaining unit employees working in Playland, has not occurred in the recent past. The record contains evidence of a dispute in 1998-1999 regarding whether bargaining unit employees could volunteer, or be assigned to work shifts or cover breaks in Playland. The apparent resolution of the dispute was removal of bargaining unit employees from Playland, as the record contains no evidence of any bargaining unit employee involvement in Playland since that point.

<sup>24</sup> Tinnerstet, Southworth and Hilario and the PIC's (non-unit employees) have the necessary training to cover attendant's absences.

of employees votes against representation, they remain unrepresented, but if the majority of employees votes for representation, they become part of the existing unit.<sup>25</sup>

A union may petition for a self-determination election to represent a "residual" group of employees omitted from established bargaining units, or petition to represent a group of employees that does not belong to any existing bargaining unit but does not constitute a residual unit. When an incumbent union petitions to represent employees in a residual unit, the incumbent union can only represent the employees in the residual unit by adding them to the existing unit, usually by means of a self-determination election.<sup>26</sup> When the petitioned-for voting group does not constitute a residual unit, a self-determination election will be directed if the petitioned-for employees share a community of interest with the unit employees, and the employees to be added to the existing unit "constitute an identifiable, distinct segment so as to constitute an appropriate voting group."<sup>27</sup>

The Board has held that in order for a unit to be appropriate for purposes of collective-bargaining within the meaning of the Act, the unit need not be the only appropriate unit or the most appropriate unit; it need only be *an* appropriate unit.<sup>28</sup> Thus, in determining whether a unit is appropriate, the Board first examines the petitioned-for unit. If the petitioned-for unit is *an* appropriate unit, the inquiry ends.<sup>29</sup> If it is not an appropriate unit, the Board then examines whether an alternative unit suggested by the parties or another unit not suggested by the parties is appropriate.<sup>30</sup> To determine whether a petitioned-for unit is appropriate, the Board evaluates the following factors: functional integration; employee interchange; employees' skills and duties; terms and conditions of employment; common management and supervision; and bargaining history.<sup>31</sup>

In the instant case, no party asserts that a residual unit is at issue. The question presented is whether the attendants are an identifiable, distinct segment that shares a community of interest with the existing unit. Based upon a careful review of the record evidence and analysis of relevant Board principles, I find, contrary to the Employer, that the attendants do share a community of interest with employees currently in the common check bargaining unit.

#### A. Functional Integration

The record regarding whether Playland is functionally and operationally integrated with the rest of the Employer's customer service section is mixed. Initially, I note that the employees at issue in the instant case, both the existing common check unit employees (the two classifications of cashiers, service desk employees, and parcel clerks) and the attendants, are all part of the Employer's customer service section. Playland is physically proximate to the work at the check stands and the service desk, the work area of the cashiers, service

<sup>25</sup> *Warner-Lambert Co.*, 298 NLRB 993 (1990).

<sup>26</sup> *St. John's Hospital*, 307 NLRB 767 (1992).

<sup>27</sup> *Warner-Lambert*, 298 NLRB at 995. See also *University of Pittsburgh Medical Center*, 313 NLRB 1341 (1994).

<sup>28</sup> *Barron Heating and Air Conditioning, Inc.*, 343 NLRB No. 58, slip op. at 3 (2004), citing *American Hosp. Ass'n v. NLRB*, 499 U.S. 606, 610 (1991); *Overnite Transportation Co.*, 322 NLRB 723 (1996).

<sup>29</sup> *Barlett Collins, Co.*, 334 NLRB 484, 484 (2001).

<sup>30</sup> *Overnite Transportation Co.*, 331 NLRB 664, 663 (2000).

<sup>31</sup> See, e.g., *Bashas, Inc.*, 337 NLRB 710 (2002) and cases cited therein.

desk employees and parcel clerks. Indeed, the convenient location of Playland near the checkstands permits customers to walk a relatively short distance to pick up their children after purchasing their items at the store.

As the name implies, the employees in the customer service section provide customers with services to facilitate their shopping. Cashiers conduct sales transactions. Likewise, service desk employees conduct sales and other transactions for customers, as well as provide information. Parcel clerks bag and transfer purchases to the parking lot for customers. Similarly, attendants provide customers with supervised care for their children. For example, if a parcel clerk observes a high volume of customers at the checkstands, the parcel clerk may stop collecting carts and instead help, either by acting as a cashier or by bagging. Similarly, the record indicates attendants have bagged groceries and returned merchandise to the shelves when no children were present in Playland and the cashiers, service desk staff and parcel clerks were busy.<sup>32</sup> When children are present in Playland, and attendants are not able to leave, they have in the past used the Employer's intercom system to call parcel clerks to assist at the checkstands.

On the other hand, attendants provide child care and do not perform a sales transaction. Presently, attendants are not trained on use of the registers and could not perform a sales transaction. Playland is also separate from the checkstands.<sup>33</sup>

Attendants also share supplies with the cashiers, service desk staff and parcel clerks, and as customer service section employees they share a common schedule, and wear identical uniforms and nametags. On balance, I find that the functional integration factor is mixed and inconclusive as no element in that factor clearly predominates.

#### **B. Interchange**

Attendants have regular contact with Petitioner-represented employees, and there is evidence of limited interchange between the positions. As noted above, attendants have on occasion worked with cashiers and parcel clerks when children are not present in Playland, bagging groceries and returning merchandise. When cleaning Playland, attendants obtain supplies from the parcel clerks cleaning cart. The record also demonstrates a period where attendants briefly cleaned the restrooms, a task currently assigned to the parcel clerks. However, attendants are not trained as cashiers and thus do not substitute as such.

The location of Playland facilitates frequent contact with the other employees in the customer service section. Playland is located between the store entrances, which parcel

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<sup>32</sup> I note, however, the Employer now prohibits attendants from bagging groceries, but the evidence indicates this development is based on the Union's claim to the work. As Petitioner is seeking to add the attendants to the common check unit, presumably that jurisdictional claim would no longer constitute a barrier to the Employer's apparent desire to utilize idle attendants when the checkstand area is extraordinarily busy.

<sup>33</sup> The Employer overstates the separation, however, when stating in brief that Playland "...is completely separate from every other department in the store, being locked at all times and accessible only to the Playland employees themselves and the manager or PIC who is relieving them..." Attendants are not locked away, the lock exists to prevent children from leaving and adults from physically entering, but the record is clear that adults such as the attendants and other employees can communicate freely over the Playland counter. The fact that the door is locked does not have a significant impact on the functional integration of the employees at issue.

clerks enter and exit throughout the day. Further, the hallway immediately adjacent to Playland leads to the time clock used by all employees, a storeroom that contains supplies for the parcel clerks and cashiers, the "accounting room" used by the accounting cashiers, and the restrooms. Attendants also have regular contact with customer service employees at least once a week as a function of distributing paychecks. Additionally, all employees utilize a common breakroom.

The evidence of permanent transfers between the customer service positions is very scant, with the record only referencing one employee transferring from the attendant position to a common check bargaining unit position, and then back to an attendant. In addition, short-term assignments, that is a common check bargaining unit employee working in Playland when an attendant is unavailable, have not occurred in the recent past. The grievances and other evidence in the record, however, demonstrate that interchange between the positions is limited in part by jurisdictional boundaries. Where, as here, a factor is limited as a direct result of a bargaining agreement between the parties, the value of that factor in determining a community of interest is mitigated. On balance, particularly given the frequent contact, I find interchange provides support, albeit not overwhelming, in favor of Petitioner's position.

#### **C. Similar Skills and Functions**

With regard to skills and functions, a minimum level of training is required for both positions. After hire, on-the-job training for either the cashier or the attendant position takes 1 to 2 days, and no significant educational or other requirements exist for employment in these positions.

Attendants are required to have CPR and first aid certification, bloodborn pathogen training (training not required of employees in the common check unit), and a more extensive background check. However, the training is Employer provided and is accomplished in a relatively short amount of time (4 hours). In addition, the attendants' primary function is child care, whereas the common check unit employees primarily handle registers, engage in accounting, run the service desk and handle parcels. On balance, particularly examining the primary functions of the positions, I find that the similar skills and functions factor does not favor Petitioner's position.

#### **D. Terms and Conditions of Employment**

The record reveals that common check bargaining unit employees and attendants have different pay and benefits. Those differences, however, are the direct result of the common check bargaining agreement between the parties. As such, evidence regarding this factor is of little material value.

Attendants are scheduled between 11:00 a.m. and 7:00 p.m., Playland's hours of operation. Cashiers, service desk employees and parcel clerks are scheduled between 7:00 a.m. and 11:00 p.m., the hours University Place is open to the public. Although attendants do not work as many hours as cashiers, service desk employees and parcel clerks, these employees are working at all times when Playland is in operation.

Attendants have the same opportunity to apply for internal job openings as the bargaining unit employees. In the circumstances of this case, I find the terms and conditions of attendants' employment are not sufficiently distinguishable from the terms and conditions of common check unit employees, and thus I do not find this factor favors either position.

#### **E. Common Management and Supervision**

Attendants are part of the customer service section, as are cashiers, service desk employees and parcel clerks. As such, the attendants and the common check bargaining unit employees report to Customer Service Manager Jay Tinnerstet, Assistant Manager Amber Southworth, and Third-in-Charge Christine Hilario. The record does not indicate any other manager having involvement with these employees.

Although the Employer attempts to minimize this factor by arguing that the customer service supervisors use the same evaluation forms used for all employees throughout the store, this circumstance does not diminish the important reality that the attendants and common check unit employees share common supervision. Accordingly, this factor weighs strongly in favor of finding attendants share a community of interest with the common check bargaining unit employees.

#### **F. Bargaining History**

Generally speaking, when determining the appropriateness of a bargaining unit, the Board gives prior bargaining history substantial weight and the Board is reluctant to disturb a unit established by collective-bargaining if the unit is not repugnant to Board policy or so constituted as to hamper employees in fully exercising rights guaranteed by the Act.<sup>34</sup> However, the bargaining history regarding one group of organized employees does not control the unit determination for every other group of unorganized employees.<sup>35</sup> For similar reasons, the bargaining pattern for other employees of the same employer, or in the particular industry, will not be considered controlling in relation to another bargaining unit of the employer.<sup>36</sup>

The record reveals a bargaining history between Petitioner and the Employer involving other categories of employees not in dispute here.<sup>37</sup> The record also reveals the attendants are not included in any bargaining units at any of the Employer's four Pierce County "one-stop" stores with a Playland. Although not specifically addressed in the four collective bargaining agreements in place in Pierce County, the parties, in at least one previous representation case proceeding, stipulated that Playland attendants do not share a community of interest with either the grocery or general merchandise units. There is no evidence of any such stipulation with respect to the common check unit.

<sup>34</sup> See, e.g., *Canal Carting*, 339 NLRB 969 (2003); *Ready Mix USA, Inc.*, 340 NLRB 946 (2003).

<sup>35</sup> *North American Rockwell Corp.*, 193 NLRB 985 (1971); *Piggly Wiggly California Co.*, 144 NLRB 708 (1963); *Arcata Plywood Corp.*, 120 NLRB 1648, 1651 (1958); *Joseph E. Seagram & Sons, Inc.*, 101 NLRB 101 (1953).

<sup>36</sup> *Big Y Foods*, 238 NLRB 855 (1978); *Miller & Miller Motor Freight Lines*, 101 NLRB 581 (1953).

<sup>37</sup> The record indicates that at one of the Employer's stores in Longview, Washington, where employees are represented by a different UFCW local, the attendants are represented in a separate bargaining unit. However, Longview, Washington, is outside of Pierce County.

The Employer asserts that the common check unit was created in 1990 to integrate two sets of cashiers. Subsequently, certain classifications (customer service desk employees and accounting cashiers) were added to the unit by the parties. It is not clear when parcel clerks were added to the unit. Regardless, the record reveals that all of these classifications' duties include or possibly could include operating cashiers' equipment. Thus, I recognize this thread running through the common check unit's bargaining history. However, operating cashier equipment is a relatively simple skill to obtain, as the Employer trains employees in this skill in a matter of hours. Moreover, operating cashier equipment is a limited function for certain common check unit employees. Indeed, the record reveals very limited and isolated instances of a parcel clerk operating cashier equipment. The record also reveals that interchange and functional integration between the attendants and common check unit employees would have occurred on a more frequent basis to some extent had Petitioner not objected and/or filed grievances on jurisdictional grounds. In sum, the common thread of operating cashier equipment, in the circumstances of this case, is clearly not so dominant as to negate the community of interest that I find exists between the common check unit employees and the University Place store attendants.

Petitioner asserts the parties' bargaining history in Pierce County demonstrates there is precedent for single-location organizing under the county-wide agreements, in that the accretion clauses function on a store-by-store basis. The Employer argues the same bargaining history dictates only a county-wide unit of attendants would be appropriate. Specifically, in brief, the Employer argues the parties have only added employees to existing units when three conditions have been met: a community of interest exists, the parties agree, and the employees have been added on a countywide basis. What the Employer describes, however, are circumstances where, on its initiative, the common check unit has been expanded by moving represented employees from one unit to another, for example when the service desk employees and accounting cashiers were removed from the general merchandise unit and added to the common check unit, after bargaining with the Union. This is not the situation presented here, where the Union seeks to add a *previously unrepresented* group of employees to an existing unit. Rather, I find the situation here, involving previously unrepresented employees, is more closely related to the circumstances covered by the parties' accretion clause, which as Petitioner states, is addressed on a store-by-store basis.<sup>38</sup>

The parties' Pierce County bargaining history establishes the Employer has recognized units on a unit-by-unit basis, following a majority card showing by Petitioner. In light of the parties' bargaining history of seeking majority status on a department by department and store by store basis, it would be inappropriate to reject a petitioned-for election in a single store unit. As such, I do not accept the Employer's argument that the bargaining history between the parties establishes a community of interest between the University Place attendants and the

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<sup>38</sup> The Employer also makes the argument on brief that allowing a vote in a single location could create incongruity among the attendants in Pierce County, where the terms and conditions differ for employees performing the same job, and preventing cross-store coverage. This is true, but I do not find it persuasive in that this is exactly the situation created by the accretion clause, and which already exists in departments such as the Sumner deli and general merchandise unit, where the Union does not represent the employees in question.

other Pierce County attendants so great as to make a county-wide unit the *only* appropriate unit.<sup>39</sup>

In these circumstances, I find that the parties' relevant bargaining history, including its practice of granting recognition on a department by department and store by store basis, supports finding that University Place attendants employees share a sufficient community of interest with common check unit employees. This bargaining history factor in conjunction with other community of interest factors noted above supports my finding that the petitioned-for employees are an appropriate voting group.

#### IV. CONCLUSION

The Employer essentially argues the parties' bargaining history dictates that the only appropriate unit involving attendants is a county-wide unit. However, I find the history of store-by-store recognition where unrepresented employees are involved defeats that argument. Further, whatever effects that follow from this result are a result of the parties' agreement; the Employer cannot now use those consequences as a persuasive reason to deny attendants a self-determination election.

Based on the foregoing, the entire record, and having carefully considered the parties' respective briefs, I conclude that the petitioned-for self-determination election is appropriate.<sup>40</sup> The record evidence establishes that attendants have some meaningful interchange, limited interaction, and shared supervision with the cashiers, service desk employees and parcel clerks. In addition, I particularly find the bargaining history in this case further supports finding the petitioned-for voting group appropriate.<sup>41</sup>

Accordingly, I shall direct an election in the following appropriate voting group:

All full-time and regular part-time employees employed in the Playland department of the Employer's University Place store, located in Tacoma, Washington; excluding guards and supervisors as defined in the Act.

There are approximately three (3) employees in the voting group found appropriate.

#### V. DIRECTION OF ELECTION

An election by secret ballot shall be conducted by the undersigned among the employees in the voting group found appropriate at the time and place set forth in the notice of election to be issued subsequently, subject to the Board's Rules and Regulations.

<sup>39</sup> I do recognize that the attendants at the four Pierce County stores may also share a community of interest and could be an appropriate voting group. However, Petitioner has not sought such a voting group. I need not find the most appropriate unit, rather only decide whether the unit sought is an appropriate one.

<sup>40</sup> In reaching this conclusion, I recognize that several of the community of interest factors arguably support the Employer's position, and that the community of interest is not as strong as in many other cases. However, on balance, I conclude a minimally sufficient community of interest exists to allow a self-determination election, permitting the attendants to decide whether to be included in the common check unit.

<sup>41</sup> In reaching my determination that attendants share a community of interest with the common check unit, I also note that there is no evidence that attendants share any community of interest with any of the other bargaining units recognized by the Employer.

Eligible to vote are those in the voting group who were employed during the payroll period ending immediately preceding the date of this Decision, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off. Employees engaged in any economic strike, who have retained their status as strikers and who have not been permanently replaced are also eligible to vote. In addition, in an economic strike that commenced less than 12 months before the election date, employees engaged in such strike who have retained their status as strikers but who have been permanently replaced, as well as their replacements are eligible to vote. Those in the military services of the United States may vote if they appear in person at the polls. Ineligible to vote are employees who have quit or been discharged for cause since the designated payroll period, employees engaged in a strike who have been discharged for cause since the commencement thereof and who have not been rehired or reinstated before the election date, and employees engaged in an economic strike which commenced more than 12 months before the election date and who have been permanently replaced. Those eligible shall vote whether or not they desire to be represented for collective bargaining purposes by UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 367, affiliated with UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION. If a majority of the valid ballots in the election are cast for the Petitioner, the employees will be taken to have indicated their desire to be included in the existing recognized common check (CCK) Unit currently represented by the Petitioner, and it may bargain for those employees as part of that Unit. If a majority of the valid ballots are cast against representation, the employees will be deemed to have indicated their desire to remain unrepresented.

**A. List of Voters**

In order to assure that all eligible voters may have the opportunity to be informed of the issues in the exercise of their statutory right to vote, all parties to the election should have access to a list of voters and their addresses that may be used to communicate with them. *Excelsior Underwear*, 156 NLRB 1236 (1966); *NLRB v. Wyman-Gordon Co.*, 394 U.S. 759 (1969). Accordingly, it is hereby directed that an election eligibility list, containing the alphabetized full names and addresses of all the eligible voters, must be filed by the Employer with the Regional Director for Region 19 within 7 days of the date of this Decision and Direction of Election. *North Macon Health Care Facility*, 315 NLRB 359, 361 (1994). The list must be of sufficiently large type to be clearly legible. The Region shall, in turn, make the list available to all parties to the election.

In order to be timely filed, such list must be received in the Regional Office, 915 Second Avenue, 29<sup>th</sup> Floor, Seattle, Washington 98174, on or before **May 1, 2009**. No extension of time to file this list may be granted except in extraordinary circumstances, nor shall the filing of a request for review operate to stay the filing of such list. Failure to comply with this requirement shall be grounds for setting aside the election whenever proper objections are filed. The list may be submitted by facsimile transmission to (206) 220-6305. Since the list is to be made available to all parties to the election, please furnish a total of 4 copies, unless the list is submitted by facsimile, in which case only one copy need be submitted.

EXHIBIT   A

**B. Notice Posting Obligations**

According to Board Rules and Regulations, Section 103.20, Notices of Election must be posted in areas conspicuous to potential voters for a minimum of 3 working days prior to the date of election. Failure to follow the posting requirement may result in additional litigation should proper objections to the election be filed. Section 103.20(c) of the Board's Rules and Regulations requires an employer to notify the Board at least 5 full working days prior to 12:01 a.m. of the day of the election if it has not received copies of the election notice. *Club Demonstration Services*, 317 NLRB 349 (1995). Failure to do so estops employers from filing objections based on nonposting of the election notice.

**C. Right to Request Review**

Under the provisions of Section 102.67 of the Board's Rules and Regulations, a request for review of this Decision may be filed with the National Labor Relations Board, addressed to the Executive Secretary, 1099 14th Street N.W., Washington, D.C. 20570. This request must be received by the Board in Washington by **May 8, 2009**. The request may be filed through E-Gov on the Board's web site, [www.nlr.gov](http://www.nlr.gov), but may not be filed by facsimile.<sup>42</sup>

DATED at Seattle, Washington, this 24<sup>th</sup> day of April 2009.



Richard L. Ahearn, Regional Director  
National Labor Relations Board, Region 19  
2948 Jackson Federal Building  
915 Second Avenue  
Seattle, Washington 98174

<sup>42</sup> To file a request for review electronically, go to [www.nlr.gov](http://www.nlr.gov) and select the E-Gov tab. Then click on the E-filing link on the menu. When the E-file page opens, go to the heading Board/Office of the Executive Secretary and click the "File Documents" button under that heading. A page then appears describing the E-filing terms. At the bottom of the page, check the box next to the statement indicating that the user has read and accepts the E-File terms and click the "Accept" button. Then complete the filing form with information such as the case name and number, attach the document containing the request for review, and click the "Submit Form" button. Guidance for E-Filing is contained in the attachment supplied with the Regional office's original correspondence in this matter and is also located under "E-Gov" on the Board's website, [www.nlr.gov](http://www.nlr.gov).

BEFORE THE  
NATIONAL LABOR RELATIONS BOARD

In the Matter of: )  
FRED MEYER STORES, INC.. )  
Employer, )  
and ) Case No. 19-RC-15194  
UNITED FOOD AND COMMERCIAL WORKERS )  
LOCAL 367, affiliated with UFCW )  
INTERNATIONAL UNION, )  
Petitioner. )

The above-entitled matter came on for hearing, pursuant to notice, before MICHAEL J. SNYDER, Hearing Officer, at the National Labor Relations Board, Region 19, Jackson Federal Building, #2966, 915 Second Avenue, Seattle, Washington on Wednesday, April 8, 2009.

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Shawnee, Kansas 66226  
(913)422-5198

A P P E A R A N C E S

1  
2  
3 On Behalf of the Employer:  
4  
5 JACQUELINE M. DAMM, ESQ.  
6 Bullard Law  
7 1000 Southwest Broadway, Suite 1900  
8 Portland, Oregon 97205  
9 Tel.: 503-248-1134  
10 Fax: 503-504-9044  
11  
12  
13 On Behalf of the Petitioner:  
14  
15 FINLEY YOUNG, ESQ.  
16 United Food & Commercial Workers Union  
17 Local No. 367  
18 6403 Lakewood Drive West  
19 Tacoma, WA 98467-3331  
20 Tel.: 1-800-562-3645  
21 Fax: 253-589-1512  
22  
23  
24  
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I N D E X

WITNESS	DIRECT	CROSS	REDIRECT	REXCROSS	VOIR CRT DIRE EXAM
Kelly Rice	17	43	56		48
Carl Wojciechowski	57	92	97		74 77
					89
					98
Laura Cutter	105	128		153	139
Nancy Ferguson	156	158	167	162	159
Karen Kolley	169	173	174	176	
Jay Timmarstet	179	186			

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EXHIBITS

EXHIBIT	IDENTIFIED	IN EVIDENCE
General Counsel's:		
1 (a) through (f)	7	7
2	7	8
3	8	8
Joint Exhibits:		
1	12	13
2	12	13
3	12	13
4	12	13
Employer's:		
1	18	19
2	28	29
3	30	31
4	31	33
5	33	36
6	36	39
7	39	41
8	42	42
9	69	71
10	71	72
11	72	74

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EXHIBITS

EXHIBIT	IDENTIFIED	IN EVIDENCE
Employer's:		
12	82	82
13	82	83
14	83	83
15	84	85
16	86	86
17	88	89
Petitioner's:		
1	94	96

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PROCEEDINGS

HEARING OFFICER SNYDER: On the record. The hearing will be in order. This is a formal hearing in the matter of Fred Meyer Stores, Inc., Case No. 19-RC-15194, before the National Labor Relations Board.

The Hearing Officer appearing for the National Labor Relations Board is Michael Snyder.

All parties have been informed of the procedures at formal Hearing before the Board by service of a statement of standard procedures with the notice of Hearing. I have additional copies of this statement for distribution if any party wants one.

Will Counsel please state their appearances for the record?

For the Petitioner?

MR. YOUNG: My name is Finley Young and do you want anything other than name or an address or anything?

HEARING OFFICER SNYDER: That's fine, Mr. Young.

MR. YOUNG: All right.

HEARING OFFICER SNYDER: Thank you. For the Employer?

MS. DAMM: Jacqueline Damm for the Employer.

HEARING OFFICER SNYDER: Are there any other appearances? Let the record show no response.

(No response.)

Are there any other persons, parties or labor

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organizations in the Hearing Room at this time who claim an interest in this Proceeding? Let the record show no further response.

(No further response.)

(Board's Exhibit 1(a-f), inclusive is marked.)

I now propose to receive the formal papers. They have been marked for identification as Board's Exhibit 1(a) through 1(f), inclusive, Exhibit 1(f) being an Index and description of the entire Exhibit. The Exhibit has already been shown to all parties.

Are there any objections to the receipt of this Exhibit into the record?

MR. YOUNG: No.

MS. DAMM: No objection.

(Board's Exhibit 1(a-f), inclusive received into evidence and Board's Exhibit 2 is marked.)

HEARING OFFICER SNYDER: Hearing no objection, the formal papers are received.

The parties to this Proceeding have executed, and I've approved a document, which is marked as Board's Exhibit 2. This Exhibit contains a series of stipulations including, among other items, that the Petitioner is a labor organization within the meaning of the Act and the Employer meets the jurisdictional standards of the Board.

Are there any objections to the receipt of Board's

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Exhibit 2?

MR. YOUNG: No.

MS. DAMM: No objection.

(Board's Exhibit 2 received into evidence and Board's Exhibit 3 is marked.)

HEARING OFFICER SNYDER: Hearing no objections, Board's Exhibit 2 is received.

The parties have further executed, and I've approved, a document that is marked as Board's Exhibit 3 containing a series of stipulations with respect to the supervisory status of a number of employees at the Employer's University Place facility.

Are there any objections to the receipt of Board's Exhibit 3 into the record?

MS. DAMM: No objection, although I would add that besides supervisory exclusion there's also professional and confidential exclusions listed on the document.

HEARING OFFICER SNYDER: Thank you.

MR. YOUNG: I concur with that and no, no objection.

(Board's Exhibit 3 received into evidence.)

HEARING OFFICER SNYDER: Hearing no objections, Board's Exhibit 3 is received.

Are there any Pre-Hearing motions made by any party that need to be addressed at this time?

For the Petitioner?

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1 MR. YOUNG: No.

2 HEARING OFFICER SNYDER: For the Employer?

3 MS. DAMM: No.

4 HEARING OFFICER SNYDER: Are there any motions to

5 intervene in these Proceedings to be submitted to the Hearing

6 Officer at this time?

7 (No audible response.)

8 Are there any parties aware of any other Employers or

9 labor organizations that have an interest in the Proceeding?

10 Let the record show no response.

11 (No response.)

12 Will the Employer please state its full and correct name

13 for the record?

14 MS. DAMM: Fred Meyer Stores, Inc.

15 HEARING OFFICER SNYDER: And Inc. is just I-n-c.?

16 MS. DAMM: Yes, correct.

17 HEARING OFFICER SNYDER: Mr. Young, will you please state

18 the full name of the Petitioner?

19 MR. YOUNG: United Food and Commercial Workers Union,

20 Local No. 367.

21 HEARING OFFICER SNYDER: Thank you. So, I understand the

22 issue to be presented here today is that the Petitioner

23 requests a self-determination election at the Employer's

24 University Place store to have solely the University Place

25 Playland Department employees -- to have a self-determination

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1 election into its existing -- the already represented CCK Unit

2 covering the Employer's stores in Pierce County.

3 MR. YOUNG: That is correct.

4 HEARING OFFICER SNYDER: Mr. Young, can you please state

5 your position on this issue?

6 MR. YOUNG: The union's, Petitioner's position is that

7 the Playland employees at University Place should be entitled

8 to vote whether they wish to be represented by the United Food

9 and Commercial Workers Union, Local 367, as part of the CCK

10 Unit at the University Place store.

11 HEARING OFFICER SNYDER: Thank you. Mr. Young, if the

12 Regional Director found that the Playland employees do not

13 share a community of interest with the CCK employees would the

14 Union agree to proceed to an election in a stand-alone Unit of

15 Playland employees at the Employer's University Place store?

16 MR. YOUNG: No, we would not.

17 HEARING OFFICER SNYDER: Thank you. Ms Damm, can you

18 please state the Employer's position on the issue?

19 MS. DAMM: Yes. The Employer has a couple of points that

20 we'd like to make. First of all, the Union's Petition seeking

21 to add three Playland employees at the University Place store

22 to the existing combined Check Stand Unit, also known as the

23 CCK Unit, must be denied because the Unit is not appropriate.

24 First of all, Playland employees at any store do not have

25 a community of interest with CCK employees sufficient to

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1 include them in that Unit. In addition, the CCK Unit is part

2 of a multi-store Unit in Pierce County. So, adding the

3 Playland employees from one store within Pierce County to a

4 multi-store Unit also would be inappropriate.

5 HEARING OFFICER SNYDER: Thank you. Do either of the

6 parties intend to present evidence regarding Countywide --

7 regarding establishing a Unit either via self-determination or

8 a stand-alone election with all Playland employees on a

9 Countywide basis?

10 Mr. Young?

11 MR. YOUNG: No, we do not.

12 HEARING OFFICER SNYDER: Ms. Damm?

13 MS. DAMM: The Employer does not intend to present that

14 evidence because that's not the Petition that was filed by the

15 union. The Employer's view is that its job here today is to

16 show that the Petition filed by the Unit is inappropriate.

17 HEARING OFFICER SNYDER: Thank you. Are there any other

18 issues of which I am not aware?

19 Mr. Young?

20 MR. YOUNG: Not that I know of.

21 HEARING OFFICER SNYDER: Ms. Damm?

22 MS. DAMM: No.

23 HEARING OFFICER SNYDER: Thank you. Are there any other

24 Petitions pending in other Regional Offices regarding other

25 facilities of this Employer?

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1 Mr. Young?

2 MR. YOUNG: Do you mean Playland issues or?

3 HEARING OFFICER SNYDER: Involving other facilities of

4 Fred Meyer.

5 MR. YOUNG: Not that I'm aware of as I sit here.

6 HEARING OFFICER SNYDER: Okay. Ms. Damm?

7 MS. DAMM: I mean there's a -- yeah, there's a request

8 for review.

9 HEARING OFFICER SNYDER: Off the record.

10 (Off the record.)

11 HEARING OFFICER SNYDER: On the record. During an off-

12 the-record discussion I understand the parties agreed that

13 there are no outstanding Petitions or Unfair Labor Practice

14 Charges that would have an impact on this Proceeding.

15 Mr. Finley or Mr. Young, do you so stipulate for the

16 union?

17 MR. YOUNG: I do.

18 HEARING OFFICER SNYDER: Ms. Damm, for the Employer?

19 MS. DAMM: Yes.

20 (Joint Exhibits 1 through 4 are marked.)

21 HEARING OFFICER SNYDER: The stipulation is received.

22 All right.

23 So, the parties have also discussed certain Exhibits they

24 wish to enter jointly into the record. There are Joint

25 Exhibits 1 through 4; Joint Exhibit 1 being the Contract

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1 between the Employer and the union for CCK, which is I  
2 understand Check Stand employees for Pierce County; Joint  
3 Exhibit 2 being the Countywide Contract between the Employer  
4 and the union covering grocery employees; Joint Exhibit 3 being  
5 General Merchandise Agreement covering employees, obviously, in  
6 the General Merchandise sector; and Joint Exhibit 4 being the  
7 Contract between the union and the Employer covering employees  
8 in the Employer's Meat Department.

9 Is there any objection to receiving these Exhibits into  
10 evidence, Mr. Young?

11 MR. YOUNG: None for Petitioner.

12 HEARING OFFICER SNYDER: Ms. Damm?

13 MS. DAMM: No.

14 (Joint Exhibits 1 through 4 received into evidence.)

15 HEARING OFFICER SNYDER: Hearing no -- and hearing no  
16 objections Exhibits 1 through 4 are received.

17 So, if there are no other issues, Ms. Damm, you may  
18 present your first witness.

19 MS. DAMM: Before we get there I just wanted to make a  
20 brief Opening Statement that sort of outlines essentially the  
21 evidence that we're going to be presenting in support of our  
22 position.

23 HEARING OFFICER SNYDER: Okay.

24 **OPENING STATEMENT**

25 MS. DAMM: As I said, it is the Employer's position that

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1 employees don't share a community of interest with CCK  
2 employees sufficient to be included in a CCK Unit. There are  
3 many factors, obviously, that go into a community of interest  
4 standard but basically they work in separate departments within  
5 the store. They don't cover for each other. The CCK employees  
6 have different training. They're trained to operate the  
7 registers and basically deal with those types of issues. They  
8 ring up the groceries, they bag them and help the folks out to  
9 their car, whereas the Playland employees are in a separate,  
10 locked department and what they do is provide babysitting  
11 services for customers while the customers shop. They have a  
12 different schedule. The CCK employees have to be there  
13 whenever the store is open. The Playland employees -- the  
14 Playland has a much more limited schedule. It's not open at  
15 all times that the store is open. They also have different  
16 training. They're trained in CPR and first-aid and none of the  
17 CCK employees have that as their required training. They don't  
18 sell anything. I mean they're just -- they're sort of a stand-  
19 alone group that provides a service to the customers that's not  
20 related directly to the sale of any merchandise.

21 Basically, the only thing that they have in common is  
22 that, you know, they work in the same store, they do have the  
23 same Manager but that's it. And we're going to present  
24 evidence that employees in the General Merchandise Unit and  
25 employees in the Grocery Unit all -- also some of them have

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1 common management but that's not enough to demonstrate that  
2 they have a community of interest.

3 The other thing that sets the Playland folks apart is  
4 that they have to undergo additional background checks,  
5 criminal background checks because of their dealings with  
6 children that the other folks don't have.

7 The other issue, as we said, is that the CCK is part of a  
8 Multi-Store Unit and so to add University Place Playland  
9 employees to a Multi-Store Unit would create an anomaly within  
10 Pierce County, which would be inappropriate.

11 As far as coverage for breaks, etc. for Playland it's  
12 typically Managers who would cover or they wouldn't be covered  
13 at all. If an employee is on vacation then a Playland employee  
14 from another store would cover. The CCK folks don't cover for  
15 them and none of the Playland people can operate the registers  
16 or do any of the functions that CCK folks do.

17 So, basically our position is that there's no community  
18 of interest and so they can't be included.

19 HEARING OFFICER SNYDER: Thank you. Mr. Young, would you  
20 also like to make a Statement?

21 **OPENING STATEMENT**

22 MR. YOUNG: Just very briefly, the union would maintain  
23 that they do, obviously, share a community of interest and that  
24 is due to some factors actually where we appear to have real  
25 differences. There is a considerable overlap of functions

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1 between Playland and CCK that the evidence will make clear, but  
2 the Employer in the past leading up to this Proceeding has used  
3 CCK employees in Playland and they've used Playland employees  
4 to work numerous different functions out in the CCK part of the  
5 store. They are physically in close proximity. They're  
6 functionally connected in the customer service aspect of the  
7 store's operations, and the evidence will make clear that in  
8 formal and informal ways these people very much share a  
9 community of interest with the CCK employees.

10 HEARING OFFICER SNYDER: Thank you. With that said,  
11 Employer, you may present your first witness.

12 MS. DAMM: The Employer calls the Store Director of  
13 University Place, Kelly Rice.

14 HEARING OFFICER SNYDER: If you'd sit down and please  
15 raise your right hand.  
16 Whereupon,

17 **KELLY RICE**

18 Was called as a witness herein and having been duly sworn was  
19 examined and testified as follows:

20 HEARING OFFICER SNYDER: Thank you. Please be seated.

21 MS. DAMM: Before I start questioning Ms. Rice I just  
22 wanted to add for the record, I think I said this off the  
23 record, that by agreeing to present Ms. Rice as the first  
24 witness the Employer is not agreeing that the Employer has any  
25 burden of proof here in a self-determination election.

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1 It is the union's burden to demonstrate that the Playland  
2 employees, who they are trying to add to the CCK Unit, have a  
3 community of interest and that to do so would be appropriate.

4 And so by agreeing to go first we're not waiving the fact  
5 that it's the union's burden.

6 HEARING OFFICER SNYDER: Thank you.

7 MS. DAMM: Okay. Ms. Rice, could you please state and  
8 spell your name for the record?

9 THE WITNESS: Kelly Rice, K-e-l-l-y R-i-c-e.

10 DIRECT EXAMINATION

11 Q BY MS. DAMM: And where are you currently employed?

12 A At the University Place Fred Meyer.

13 Q And what's your job title there?

14 A Store Director.

15 Q How long have you been in that position of Store Director  
16 at University Place?

17 A Approximately two months.

18 Q Okay and were you employed in a different position at  
19 Fred Meyer prior to that?

20 A I was Store Director at Bethel Station, Fred Meyer.

21 Q Okay and how long did you hold the position at Bethel  
22 Station?

23 A About three years, four months.

24 Q Is the Bethel Station store a marketplace store?

25 A Correct.

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1 Q And University Place store is what kind of store?

2 A We call it our full-line store.

3 Q Okay and can you briefly describe your duties as Store  
4 Director at University Place?

5 A My core job is to ensure the financials of the store,  
6 also maintenance, ensure policies and procedures are in place  
7 and being adhered to, safety and customer service.

8 Q Okay and do you supervise all of the Managers in the  
9 store?

10 A Yes.

11 Q And who do you report to?

12 A I'm sorry.

13 Q Who do you report to?

14 A I report to the Regional Director of Sales.

15 Q Okay and who is that?

16 A Teri Weinberg.

17 Q I'm showing you a document that we would like marked as  
18 Employer's Exhibit 1. Have you seen that document before?

19 A Yes.

20 Q Can you tell what it is?

21 (Employer's Exhibit 1 is marked.)

22 A It is the Store Directory for the University Place Fred  
23 Meyer.

24 Q Okay and does it also include a map?

25 A Yes.

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1 Q And in that map can you just go through the various  
2 departments that are noted on the map and tell us what they do?

3 A Uh-huh. Starting with my left is the Apparel Department.

4 Q Uh-huh.

5 A Which consists of men's. I'm sorry.

6 HEARING OFFICER SNYDER: I'm sorry. Before we get into  
7 testimony regarding the map, are there any objections to  
8 introducing this into evidence?

9 MR. YOUNG: No.

10 (Employer's Exhibit 1 received into evidence.)

11 HEARING OFFICER SNYDER: No. All right. So then  
12 Employer's Exhibit 1 is received.

13 MS. DAMM: Okay. I was going to do that after she talked  
14 about it but if you --

15 HEARING OFFICER SNYDER: I want to get it in.

16 MS. DAMM: You want to do it ahead of time, okay. I can  
17 do that. Okay.

18 HEARING OFFICER SNYDER: All right.

19 THE WITNESS: The Apparel Department, which includes  
20 men's, women's and children's clothing, shoes, costume jewelry  
21 and cosmetics.

22 Q BY MS. DAMM: Okay.

23 A Then the Food Department, which would include -- which is  
24 in the middle of the store, which includes dry groceries and  
25 our Perishable Departments: Produce, Nutrition, Service Deli,

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1 Meat and Dairy.

2 Q Okay.

3 Q And then at the other side of the store is what we call  
4 the Home Department, which would include house wares,  
5 furniture, garden, seasonal, toys, sporting goods and  
6 automotive, electrical and plumbing.

7 Q Okay.

8 A In the front of the store is the Jewelry Department, then  
9 our Home Electronics and Music Market Department. Playland and  
10 Pharmacy to include the restrooms, public restrooms. And in  
11 front of the Food Department and -- would be our central check,  
12 which is CCK.

13 Q Okay and is that the check-stands in front of the Food  
14 Department and the customer service desk?

15 A Correct.

16 Q Are both included in this?

17 A Uh-huh.

18 Q Okay. What about the check-stands over -- that are noted  
19 over near the Apparel Department?

20 A Those are run by the Apparel Department in the general  
21 merchandise group.

22 Q Okay. So, if we could just talk about that a little bit,  
23 the various departments that are included under these broad  
24 categories. So, Apparel, you said, included children's, men's,  
25 women's, the Shoe Department. Does it also include cosmetics?

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- 1 A Yes.
- 2 Q And health and beauty aids?
- 3 A No, it does not.
- 4 Q Okay. Where is health and beauty aids?
- 5 A Health and beauty aids is within the Food Department.
- 6 Q Okay and the health and beauty aids, which is under the
- 7 Food, do they report up to the Food Manager?
- 8 A Yes.
- 9 Q Okay. The health and beauty aids employees are covered
- 10 under the General Merchandise Contract. Right?
- 11 A Yes.
- 12 Q Okay. The Home Department, you talked about all the
- 13 various departments under those: furnishings, décor, paint and
- 14 hardware, bed and bath, automotive, sporting goods, garden,
- 15 jewelry and luggage.
- 16 A No jewelry.
- 17 Q No jewelry, okay. The rest of it was correct?
- 18 A Correct.
- 19 Q And other than the -- and the employees in all those
- 20 departments, who do they report to?
- 21 A The Home Manager.
- 22 Q What Collective Bargaining Agreement are they covered
- 23 under?
- 24 A General Merchandise.
- 25 Q Okay. You talked about the Food Department and that's

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- 1 grocery, canned goods, frozen foods, produce, fresh dairy, Pet
- 2 Department and Deli. Is that right?
- 3 A Which would include the HCC and Nutrition Center
- 4 Department.
- 5 Q Okay. But the grocery ones that I named --
- 6 A Correct.
- 7 Q Are in the Food Department and those folks, not including
- 8 HCC and Nutrition but the others, which Contract are they
- 9 under?
- 10 A Meat and seafood is under the Meat Contract.
- 11 Q Okay.
- 12 A And the rest are in a Grocery Contract.
- 13 Q Okay and there's also a service bakery. Right?
- 14 A Correct.
- 15 Q Under the Food Department?
- 16 A Correct.
- 17 Q And which Contract are they under?
- 18 A Grocery. They're appendix to the Grocery Contract.
- 19 Q Okay and there's a service deli. Right?
- 20 A Yes.
- 21 Q And that's under the Food Department?
- 22 A Correct.
- 23 Q And which Contract is that under?
- 24 A The Grocery Department.
- 25 Q Okay. Under an Appendix?

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- 1 A An Appendix, yes.
- 2 Q Okay and let's talk about nutrition. The nutrition folks
- 3 are under the Food Department. Is that right?
- 4 A General Merchandise Department. Oh, I'm sorry, yes.
- 5 Q Yeah, it's confusing, the department versus the Contract.
- 6 A Yes.
- 7 Q So, right now I'm asking about the department.
- 8 A Department is under the Food, yes.
- 9 Q Okay. But the nutrition employees are under the General
- 10 Merchandise Contract. Right?
- 11 A Yes.
- 12 Q And what about HCC? Which department are they under?
- 13 A The Food Department.
- 14 Q Which Contract are they under?
- 15 A The General Merchandise.
- 16 Q What does HCC stand for?
- 17 A It's HABA and Candy. It's Health and Beauty Aids and
- 18 Candy.
- 19 Q Okay.
- 20 MR. YOUNG: If I may Voir Dire, why does Fred Meyer use
- 21 so many acronyms?
- 22 MS. DAMM: This is probably not the right witness.
- 23 Q BY MS. DAMM: So, you also talked about at the front of
- 24 the store, the home electronic and music market, are they in a
- 25 separate department?

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- 1 A Yes,
- 2 Q From the ones you we've been talking about?
- 3 A Yes.
- 4 Q And which department are they in?
- 5 A It's called the PEM.
- 6 Q Home Electronics and Music?
- 7 A Correct.
- 8 Q Okay and what do those folks do?
- 9 A That's where our electronics merchandise is, like TV's,
- 10 computers, DVD's, CD's and game systems.
- 11 Q Okay and on the map, the home electronics, music market,
- 12 that's next to Playland. Is that right?
- 13 A Yes.
- 14 Q Okay and what Contract are the employees in the home
- 15 electronics, music market covered under?
- 16 A General Merchandise.
- 17 Q Okay and then there's also a Pharmacy. Right?
- 18 A Yes.
- 19 Q And is that a separate department?
- 20 A Yes.
- 21 Q And which -- under what broad group does the Pharmacy
- 22 come under?
- 23 A Food.
- 24 Q Okay. So, the Pharmacy Manager reports to the Food
- 25 Manager?

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- 1 A Correct.
- 2 Q Okay and the Pharmacists, we've already stipulated are
- 3 not covered by any Collective Bargaining Agreement. Right?
- 4 A Yes.
- 5 Q What about the Pharmacy Technicians?
- 6 A They're under the General Merchandise Contract.
- 7 Q Okay and then we have Playland employees who are at issue
- 8 here and on the map they're located up at the front of the
- 9 store between the Pharmacy and home electronics. Right?
- 10 A Yes.
- 11 Q And what just generally, because we're going to have Jay
- 12 talk more specifically about what the Playland folks do, but
- 13 give us a general idea of what the Playland people do.
- 14 A Playland Associates work within a confined area and they
- 15 watch our customers' children while the customers shop. That's
- 16 their basic.
- 17 Q Okay and it's a locked area?
- 18 A Correct.
- 19 Q So the children can't get out and people can't get in.
- 20 Right?
- 21 A Yes.
- 22 Q Okay. So, let's just talk briefly about the management
- 23 organization. We've been talking about it a little bit but I
- 24 want to just focus on who are your direct reports?
- 25 A The Food Manager, Home Manager, Apparel Manager, Photo

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- 1 Electronics Manager and the Customer Service Manager.
- 2 Q Okay.
- 3 A And the HRC.
- 4 Q And what is that?
- 5 A Human Resource.
- 6 Q Okay and what about loss prevention?
- 7 A Yes -- yes, Loss Prevention Manager.
- 8 Q And we already talked about under the Apparel Manager --
- 9 the various departments that are covered under the Apparel
- 10 Manager and are all the Apparel employees covered under the
- 11 General Merchandise Contract?
- 12 A Yes, excluding the hourly or salaried.
- 13 Q Right. Okay and the Home Department, which Contract are
- 14 those folks covered under?
- 15 A General Merchandise.
- 16 Q Photo Electronics?
- 17 A General Merchandise.
- 18 Q Okay and the Food Department, you already talked about
- 19 some of those folks are under the General Merchandise Contract.
- 20 Right?
- 21 A Yes.
- 22 Q And some are under the Grocery Contract?
- 23 A Yes.
- 24 Q Okay and just for clarity, I know you already testified
- 25 about this but under the General Merchandise Contract the folks

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- 1 who are in the Food Department are Nutrition and HCC and
- 2 Pharmacy Tech's?
- 3 A Correct. Yes.
- 4 Q Okay and the rest of the hourly employees in the Food
- 5 Department other than Supervisors are under the Grocery
- 6 Contract. Right?
- 7 A Yes.
- 8 Q So, let's talk about the Customer Service Manager. What
- 9 is the Customer Service Manager responsible for?
- 10 A He is responsible for -- to ensure policies and
- 11 procedures within his -- within the customer service desk, the
- 12 cashier line and our accounting room, all policies and
- 13 procedures are in place to ensure the financial part of that
- 14 area is in order and customer service.
- 15 Q Okay and is he also responsible for the Playland
- 16 employees?
- 17 A Yes.
- 18 Q Do the file maintenance folks also report to him?
- 19 A Yes.
- 20 Q And the file maintenance folks are non-union. Right?
- 21 A Yes.
- 22 Q Okay and the Playland employees are non-union?
- 23 A Yes.
- 24 Q The other people who report to the Customer Service
- 25 Manager in the CCK Department, besides Playland and file

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- 1 maintenance, the rest are in the CCK Department. Right?
- 2 A Yes.
- 3 Q Okay and can you just tell us what their job titles are
- 4 in the CCK Department?
- 5 A Cashiers, customer service desk and then Accounting
- 6 Cashiers.
- 7 Q Okay and what about Parcel Clerks?
- 8 A Parcel Clerks.
- 9 Q Okay. Before I go on to this next Exhibit just to round
- 10 out the various departments there's a Meat and Seafood
- 11 Department that's separate. Right?
- 12 A Yes.
- 13 Q And that reports to the Food --
- 14 A Manager.
- 15 Q Manager, but they have their own Collective Bargaining
- 16 Agreement. Right?
- 17 A Yes.
- 18 Q I'm showing you a document I'd like marked as Employer's
- 19 Exhibit 2 and is that the job description for the Customer
- 20 Service Cashier?
- 21 (Employer's Exhibit 2 is marked.)
- 22 A Yes.
- 23 Q Does that also include the store accounting person under
- 24 that --
- 25 A Yes.

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1 Q General description? So, this is for both of those.  
 2 Right?  
 3 A Yes.  
 4 Q Okay and if you want to take a quick look through it, it  
 5 indicates that it was created and/or revised in March of 2009  
 6 and it's about -- (loud noise) creation, revision date, the  
 7 first page?  
 8 A First page, yes.  
 9 Q Okay. So, this is an up-to-date job description?  
 10 A Yes.  
 11 Q And this talks also about the general qualifications and  
 12 certifications required for this position. Right?  
 13 A Yes.  
 14 Q Okay and under Certificates, Licenses and Registrations,  
 15 which is on page 4 it basically just says any Licenses required  
 16 by Federal and/or State Law. Right?  
 17 A Yes.  
 18 Q Are you aware of any that are required for this  
 19 particular position?  
 20 A None that I'm aware of.  
 21 Q Okay.  
 22 MS. DAMM: I'd like to enter Employer's Exhibit 2.  
 23 HEARING OFFICER SNYDER: Any objection?  
 24 MR. YOUNG: No objection.  
 25 (Employer's Exhibit 2 received into evidence.)

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1 HEARING OFFICER SNYDER: Hearing no objection, Employer's  
 2 Exhibit 2 is received.  
 3 Q BY MS. DAMM: Okay and this talks about the essential  
 4 duties and responsibilities of the Cashier and then it's got  
 5 store accounting listed separately -- 1 and 2. Do you see  
 6 that?  
 7 A Yes.  
 8 Q Can you explain that?  
 9 A The store accounting is a Cashier. It's a Cashier with  
 10 accounting responsibilities.  
 11 Q Okay.  
 12 A Not all Cashiers will be trained in the accounting realm.  
 13 Q Okay and when you review these essential duties and  
 14 responsibilities do you believe they accurately reflect what's  
 15 required of the position?  
 16 A Yes.  
 17 Q I'm showing you a document I've marked as Employer's  
 18 Exhibit 3 and is this the job description for the Customer  
 19 Service Desk Clerk?  
 20 (Employer's Exhibit 3 is marked.)  
 21 A Yes.  
 22 Q Okay and can you just briefly tell us what the Customer  
 23 Service Desk Clerk does that's different from the Cashier?  
 24 A They are at the customer service desk, which is separate  
 25 from our registers but in close proximity. They are there to

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1 serve the customer for returns, purchases of Fish and Game  
 2 Licenses, Lotto, money orders, money transfers and you can also  
 3 purchase tobacco products at the desk there.  
 4 Q Okay and are the Customer Service Desk Clerks included in  
 5 the CCK Bargaining Unit?  
 6 A Yes.  
 7 Q If you'll look at the essential duties and  
 8 responsibilities, if you want to just take a quick look through  
 9 that, can you tell us if you believe they accurately reflect  
 10 what these folks do?  
 11 A Yes.  
 12 Q And on page 4 under Certificates, Licenses and  
 13 Registrations it indicates none required. Is that correct?  
 14 A Yes.  
 15 Q Okay.  
 16 MS. DAMM: I'd like to offer Employer's Exhibit 3.  
 17 MR. YOUNG: No objection.  
 18 (Employer's Exhibit 3 received into evidence.)  
 19 HEARING OFFICER SNYDER: No objection. Employer's  
 20 Exhibit 3 is received.  
 21 Q BY MS. DAMM: I'm showing you a document I'd like marked  
 22 as Employer's Exhibit 4 and is that a job description for the  
 23 Parcel Clerk?  
 24 (Employer's Exhibit 4 is marked.)  
 25 A Yes.

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1 Q And is the Parcel Clerk also in the CCK Bargaining Unit?  
 2 A Yes.  
 3 Q Okay and can you tell us generally the Parcel Clerk's  
 4 duties?  
 5 A Their responsibility is to round up the carts from the  
 6 parking lot and put them in the lobbies, to help customers out  
 7 to their cars with product. They have some basic cleaning  
 8 duties to do, which would include restrooms, floor sweeps and  
 9 ensure that the -- registers are cleaned off of any  
 10 merchandise.  
 11 Q Okay. Do they also do some bagging?  
 12 A Yes.  
 13 Q And if you look at page 3, Certificates, License,  
 14 Registrations it indicates no Licenses or Certificates required  
 15 by Federal and/or State. Are you aware of any Licenses or  
 16 Certifications that are required of Parcel Clerks?  
 17 A None that I'm aware of.  
 18 Q No?  
 19 A No.  
 20 Q Okay and if you look at the essential duties and  
 21 responsibilities do you believe that, that generally describes  
 22 accurately what the Parcel Clerks in CCK do?  
 23 A Yes.  
 24 Q Okay.  
 25 MS. DAMM: I'd like to offer Employer's Exhibit 4.

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1 HEARING OFFICER SNYDER: Any objection?  
 2 MR. YOUNG: No.  
 3 (Employer's Exhibit 4 received into evidence.)  
 4 HEARING OFFICER SNYDER: Hearing no objection, Exhibit 4  
 5 is received.  
 6 Q BY MS. DAMM: I also don't think I asked you -- I think  
 7 we all agree, the Customer Service Cashier, including those  
 8 with accounting functions that are described in Employer's  
 9 Exhibit 2, they're in the CCK Bargaining Unit. Right?  
 10 A Yes.  
 11 Q I'm showing you a document I'd like marked as Employer's  
 12 Exhibit 5. Is that a job description for the Playland  
 13 Attendant?  
 14 (Employer's Exhibit 5 is marked.)  
 15 A Yes.  
 16 Q Okay and that job description was updated in January,  
 17 2008. Is that correct?  
 18 A Yes.  
 19 Q Okay and if you look at page 4, Certificates, Licenses  
 20 and Registrations it indicates that CPR First-Aid Certification  
 21 is required. Is that correct?  
 22 A Yeah.  
 23 Q Is that required before anybody can work in the Playland?  
 24 A Yes.  
 25 Q And if you look at page 3, the other skills, abilities

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1 and/or training under the Required. it indicates that there's a  
 2 requirement that these employees have a familiarity with  
 3 childcare terms and processes. Is that correct?  
 4 A Yes.  
 5 Q Is that required under any other job description in the  
 6 store?  
 7 A No.  
 8 Q Okay. There's also a requirement that these employees  
 9 have a knowledge of childhood development behaviors. Is that  
 10 right?  
 11 A Yes.  
 12 Q Is that required of any other job description in the  
 13 store?  
 14 A No.  
 15 Q Okay and it specifically indicates an ability to pass a  
 16 background security check. Is that correct?  
 17 A Yes.  
 18 Q Is that requirement listed on the Customer Service  
 19 Cashier job description?  
 20 A No, I don't believe so. I'm not sure.  
 21 Q We can go ahead and look at it. Have you had a chance to  
 22 look at it?  
 23 A Well, I'm not seeing where it says that.  
 24 Q Oh, okay. Under other --  
 25 A Other skills and abilities?

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1 Q Yeah. I mean I guess the record can reflect that, that's  
 2 not listed on any of the other job descriptions --  
 3 A Okay.  
 4 Q Under other skills, abilities and/or training as a  
 5 requirement. I noticed that under the Cashier job description  
 6 and under the Customer Service Desk Clerk it talks about  
 7 completion of the department's required CBT/WBL modules. Do  
 8 you know what those are?  
 9 A Yes, they're training modules.  
 10 Q And can you tell us more specifically what the WBL  
 11 modules are?  
 12 A There is check cashing. WBL actually is for how to  
 13 prevent check fraud and some of our -- we have the tobacco  
 14 quarterly, which is taken quarterly on the WBL and I'm really  
 15 not aware of anything else. The CBT is something we used prior  
 16 to giving the WBL's.  
 17 Q Okay.  
 18 A Which have the same information on it.  
 19 HEARING OFFICER SNYDER: What does CBT stand for?  
 20 THE WITNESS: Computer Based Training.  
 21 HEARING OFFICER SNYDER: Okay and do you know what WBL  
 22 stands for?  
 23 THE WITNESS: Web Based Learning.  
 24 Q BY MS. DAMM: Okay and you talked about the check cashing  
 25 and tobacco, WBL specifically and the Playland employees aren't

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1 required to have that training. Correct?  
 2 A No.  
 3 Q Under the Playland employees it indicates that there's a  
 4 requirement that they complete a blood-borne pathogens  
 5 screening class.  
 6 A Yes.  
 7 Q And that training is not required of the Customer Service  
 8 Cashier, Accounting, the Customer Service Desk Clerk or Parcel  
 9 Clerks. Correct?  
 10 A Correct.  
 11 Q If you look at the Playland Attendant job description,  
 12 Employer's Exhibit 5, under the essential duties and  
 13 responsibilities do you believe that accurately reflects  
 14 generally what these folks do?  
 15 A Yes.  
 16 Q Okay.  
 17 MS. DAMM: I'd like to offer Employer's Exhibit 5.  
 18 MR. YOUNG: No objection.  
 19 (Employer's Exhibit 5 received into evidence.)  
 20 HEARING OFFICER SNYDER: Hearing no objection, Employer's  
 21 Exhibit 5 is received.  
 22 Q BY MS. DAMM: I'm showing you a document I'd like marked  
 23 as Employer's Exhibit 6 and it's titled, Freddie's Playland  
 24 Procedures Guide. Is that correct?  
 25 (Employer's Exhibit 6 is marked.)

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- 1 A Yes.
- 2 Q Okay and this is a Guide offered for Playland employees  
3 at Fred Meyer?
- 4 A Yes.
- 5 Q And at your store as well?
- 6 A Correct, yes.
- 7 Q Okay and do any other employees have to be familiar with  
8 this Procedure Guide?
- 9 A Not -- employees, no.
- 10 Q Okay, but the Managers --
- 11 A The Managers.
- 12 Q Would have to be but none of the Bargaining Unit  
13 employees?
- 14 A No, none of the Bargaining Unit employees.
- 15 Q Okay and if you look at page 1-5 under Training  
16 Associates, do you see that?
- 17 A Yes.
- 18 Q It says prior to their first workday Playland Associates  
19 must read the Freddie's Playland Procedures Guide. Right? Is  
20 that this document?
- 21 A Yes.
- 22 Q Okay and sign the Freddie's Playland Attendant Review  
23 Form. Right?
- 24 A Yes.
- 25 Q Can you tell us what that is?

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- 1 A It's located in the back of the book.
- 2 Q Okay.
- 3 A And it just states that they have read the Playland  
4 Procedure Guide and they understand the rules and  
5 responsibilities.
- 6 Q Okay and it indicates that prior to their first day they  
7 must be certified in first-aid, CPR, blood-borne pathogens and  
8 the abdominal thrust. Correct?
- 9 A Yes.
- 10 Q And are any of the employees in the CCK Department  
11 required to have that prior to their first day?
- 12 A No.
- 13 Q Okay and under writing schedules it indicates how you can  
14 cover lunches and breaks for Playland employees. Right and it  
15 provides guidelines there on the same page?
- 16 A Under 1/5?
- 17 Q Yeah, under writing schedules at the bottom there, do you  
18 see that?
- 19 A Yes.
- 20 Q And that indicates that you should only cover Playland  
21 lunches and breaks using Associates who are CPR, Heimlich and  
22 first-aid trained, have had a criminal background check and  
23 have read the Playland Procedures and signed the Attendant  
24 Review Form. Is that right?
- 25 A Correct.

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- 1 MS. DAMM: I'd like to offer Employer's Exhibit 6.
- 2 MR. YOUNG: No objection.
- 3 (Employer's Exhibit 6 received into evidence.)
- 4 HEARING OFFICER SNYDER: No objection. Employer's  
5 Exhibit 6 is received.
- 6 Q BY MS. DAMM: I'm showing you a series of documents that  
7 I'd liked marked as Employer's Exhibit 7 and is this the  
8 employee information regarding the Playland employees at the  
9 University Place store?
- 10 (Employer's Exhibit 7 is marked.)
- 11 A Yes.
- 12 Q Okay and it says HRIS Employee Information. Is that  
13 Human Resources Information Systems?
- 14 A Yes.
- 15 Q Okay and on that does it indicate the employee's name,  
16 hire date and current pay rate?
- 17 A Yes.
- 18 Q Can you tell us where those various -- where that  
19 information is on this document just so that we can all find  
20 it?
- 21 A Okay. Employee's name is directly at the top right after  
22 where it says Social Security Number.
- 23 Q Okay.
- 24 A The date of hire is where it says start date and to my  
25 right pay rate is to the right, on the right side.

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- 1 Q Okay. So, this particular employee makes \$13.10 an hour.  
2 Is that right?
- 3 A Yes.
- 4 Q Okay and the next page, Arlene Bachman, does this  
5 indicate that she also makes \$13.10 an hour?
- 6 A Yes.
- 7 Q And is that the top rate for Playland employees at the  
8 University Place store?
- 9 A Yes.
- 10 Q Okay and Laura Cutter, the last page indicates that she  
11 has an hourly rate of \$9.55?
- 12 A Yes.
- 13 Q And is that a place in the progression? She's not yet at  
14 the top rate. Correct?
- 15 A Correct.
- 16 Q Does this indicate that all of these Playland employees  
17 are part-time?
- 18 A Yes.
- 19 Q Okay. Do you know how many hours each of them works on  
20 average?
- 21 A Approximately 20 hours a week.
- 22 Q Okay. One of them is at 12-hour employee. Right?
- 23 A Twelve, correct.
- 24 Q Okay. Do you know which one is a 12-hour employee?
- 25 A Honestly, no.

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1 Q Okay. We can ask Jay that question. Okay.

2 MS. DAMM: I'd like to offer Employer's Exhibit 7.

3 MR. YOUNG: No objection.

4 (Employer's Exhibit 7 received into evidence.)

5 HEARING OFFICER SNYDER: Hearing no objection, Employer's

6 Exhibit 7 is received, but before you go on, where on here does

7 it show you whether -- that employees are part-time?

8 THE WITNESS: Status?

9 HEARING OFFICER SNYDER: Uh-huh.

10 THE WITNESS: Number 3 is part-time.

11 HEARING OFFICER SNYDER: Okay. So --

12 THE WITNESS: In our number system.

13 HEARING OFFICER SNYDER: Okay. What would 1 and 2 be?

14 THE WITNESS: There is no -- it's a zero or a 3.

15 HEARING OFFICER SNYDER: Okay, zero being full-time and 3

16 being part-time?

17 THE WITNESS: Correct.

18 HEARING OFFICER SNYDER: Thank you.

19 MS. DAMM: And it says part-time permanent --

20 HEARING OFFICER SNYDER: Oh.

21 MS. DAMM: Right next to the status.

22 HEARING OFFICER SNYDER: Thank you.

23 Q BY MS. DAMM: I'm showing you a document I'd like marked

24 as Employer's Exhibit 8. Is this a listing of the CCK

25 employees?

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1 (Employer's Exhibit 8 is marked.)

2 A Yes.

3 Q Okay, at the University Place store. Right?

4 A Yes.

5 Q Okay and does it list their wage rate?

6 A Yes.

7 Q And it's all the way to the right?

8 A Yes.

9 Q Okay. Does it also list their hire date?

10 A Yes.

11 Q Okay.

12 MS. DAMM: I'd like to offer Employer's Exhibit 8.

13 MR. YOUNG: No objection.

14 (Employer's Exhibit 8 received into evidence.)

15 HEARING OFFICER SNYDER: Hearing no objection, Employer's

16 Exhibit 8 is received.

17 Just a quick clarifying question: Is this all of the

18 employees covered under the CCK Collective Bargaining

19 Agreement?

20 THE WITNESS: I do not believe this would have Playland

21 or the Pharmacy Tech's on here. These are just Cashiers.

22 HEARING OFFICER SNYDER: These are just the Cashiers?

23 THE WITNESS: Uh-huh.

24 HEARING OFFICER SNYDER: So, what other employees are not

25 included on here that would -- that are covered under the CCK

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1 Bargaining -- Collective Bargaining Agreement?

2 THE WITNESS: This would be just the Cashiers and the

3 customer service desk. They're all on here.

4 HEARING OFFICER SNYDER: Okay.

5 THE WITNESS: Okay.

6 Q BY MS. DAMM: So, these folks are all the employees under

7 the --

8 A Under the CCK.

9 Q The CCK --

10 A Yes.

11 Q Collective Bargaining Agreement?

12 A Correct.

13 Q But they're not all the employees who report to the

14 Customer Service Manager?

15 A Correct.

16 Q Right. Okay.

17 HEARING OFFICER SNYDER: Thank you.

18 MS. DAMM: I don't have any other questions.

19 HEARING OFFICER SNYDER: Mr. Young.

20 MR. YOUNG: Thank you.

21 HEARING OFFICER SNYDER: Off the record, please.

22 (Off the record.)

23 HEARING OFFICER SNYDER: On the record.

24 CROSS-EXAMINATION

25 Q BY MR. YOUNG: Ms. Rice, I'm showing you what's been

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1 taken into evidence as Employer's Exhibit 1. Can you indicate

2 on that where the time clock is located for the CCK employees?

3 And I don't know if you want to mark it on Mr. Snyder's --

4 HEARING OFFICER SNYDER: We could have the witness mark

5 on that one, please.

6 MR. YOUNG: All right. Do you have a pen?

7 HEARING OFFICER SNYDER: No, I don't. Sorry -- but

8 there's like a desk like about right in here.

9 MS. DAMM: We're going to have that described for us.

10 MR. YOUNG: Right.

11 Q BY MR. YOUNG: Could you tell us where it is --

12 A In between --

13 Q You put your mark there?

14 MS. DAMM: One at a time, please.

15 MR. YOUNG: Sorry.

16 THE WITNESS: There is what's called the CCK desk and

17 it's in between the Photo Electronics Department and Playland.

18 It's right where the hallway to the restroom is and it's a desk

19 maybe a little bit bigger than this and the time clock --

20 HEARING OFFICER SNYDER: Sorry. How big was that?

21 THE WITNESS: A little bit bigger than the witness stand.

22 Q BY MR. YOUNG: Approximately 3 feet wide?

23 HEARING OFFICER SNYDER: 3 feet wide?

24 THE WITNESS: Yeah and there's a time clock on the side.

25 Q BY MR. YOUNG: Okay and also is there a room that the

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EXHIBIT B

1 Teller's use to count their money?  
 2 A Yes.  
 3 Q Where is that located?  
 4 A Right behind the CCK desk. It's hard to describe on this  
 5 map.  
 6 Q Yeah, it's kind of a small-scale map.  
 7 A Yeah.  
 8 Q Why don't you mark, by the way, PL next to your first  
 9 check there? And then what do you call that the Tellers use?  
 10 A Accounting room.  
 11 Q Accounting room. Why don't you put AR next to a spot  
 12 where that's located so we can --  
 13 A It's kind of weird.  
 14 Q Now, where's the doorway? Where's the access to that  
 15 accounting room?  
 16 A It is right behind the desk. It doesn't show it on this  
 17 map here but there's a space big enough for the desk in the  
 18 hall, which --- then Playland is on this side and Photo  
 19 Electronics on that side.  
 20 HEARING OFFICER SNYDER: So, Playland being on the right,  
 21 Photo Electronics being on the left?  
 22 THE WITNESS: Correct.  
 23 HEARING OFFICER SNYDER: If you're facing --  
 24 THE WITNESS: No, unt-uh. If you're -- yes. If I was  
 25 facing it this way Playland would be on my left, Home

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1 Electronics would be on my right.  
 2 HEARING OFFICER SNYDER: Facing this way means if you're  
 3 looking at the map --  
 4 THE WITNESS: If I'm looking at the map.  
 5 HEARING OFFICER SNYDER: And you're facing the Food  
 6 Department. Correct?  
 7 THE WITNESS: And I'm facing the Food Department, yes.  
 8 HEARING OFFICER SNYDER: Thank you.  
 9 Q BY MR. YOUNG: Okay and that accounting room door has a  
 10 lock on it, does it not?  
 11 MS. DAMM: I'm sorry. That's not what this shows. You'd  
 12 have to be facing Playland and Home Electronics at least where  
 13 the witness marked it to have Playland on your left. Right?  
 14 THE WITNESS: I was thinking if I'm facing the desk, as  
 15 I'm facing. You're right. It's opposite, not facing the Food  
 16 Department but facing the desk itself in Photo Electronics and  
 17 Playland.  
 18 HEARING OFFICER SNYDER: Okay.  
 19 Q BY MR. YOUNG: Okay. The door to the accounting room has  
 20 a lock on it, does it not?  
 21 A It has a combination.  
 22 Q And which employees know the combination so that they can  
 23 enter the room?  
 24 A Managers and PIC'S.  
 25 Q And the Tellers themselves?

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1 A Accounting Cashiers. There's actually --  
 2 Q Accounting Cashiers? Sorry.  
 3 A There's actually two rooms.  
 4 Q Okay, one kind of inside the other?  
 5 A Correct.  
 6 Q Okay. They both have locks on them?  
 7 A Correct.  
 8 Q And the Accounting Cashiers have the combinations to both  
 9 doors' locks?  
 10 A Correct.  
 11 Q But the other employees who have access to the first --  
 12 room, not the inside one, who are those?  
 13 A Parcel Clerks, actually all of our Cashiers of access to  
 14 that room.  
 15 Q And Playland also?  
 16 A Yes.  
 17 Q They keep their cleaning supplies in there. Correct?  
 18 A I can't answer that question. I don't know if they do or  
 19 not.  
 20 Q Okay. We'll ask somebody else. Thank you. Thank you.  
 21 A Uh-huh.  
 22 Q You mentioned the fact that Playland employees are  
 23 required to undergo background checks. Is that the same  
 24 background check that soccer coaches, any other people who  
 25 would deal with children submit to, which is basically a check

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1 by the State Patrol?  
 2 A I can't answer that question. I have nothing to do with  
 3 any of the background checks or the hiring paperwork.  
 4 Q If you know, maybe you don't considering what you just  
 5 said, but is the background check these Playland employees go  
 6 through any different than the background check that I presume  
 7 any Fred Meyer hiree goes through and if so, how be it?  
 8 A I don't know.  
 9 Q Okay. These Accounting Cashiers, I guess you called them  
 10 -- I call them Tellers but you call them Accounting Cashiers.  
 11 They're under CCK. Correct?  
 12 A Yes.  
 13 Q But do they get involved at all in ringing up customers  
 14 at the registers?  
 15 A Yes, they're actually Cashiers with accounting  
 16 responsibilities.  
 17 Q Okay. In their normal day-to-day routine do they wait on  
 18 customers?  
 19 A Yes, they can.  
 20 Q Do they, though, as a normal?  
 21 A As a normal procedure, yes.  
 22 MR. YOUNG: No further questions. Thank you.  
 23 EXAMINATION BY COURT  
 24 HEARING OFFICER SNYDER: All right. I've got a couple of  
 25 questions for you.

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1 THE WITNESS: Okay.

2 HEARING OFFICER SNYDER: So, I'd like to go back a little

3 bit to how the store is set up. So, could you tell me the

4 total number of people that work at the University Place store?

5 THE WITNESS: Two-Hundred and Nine.

6 HEARING OFFICER SNYDER: Two-Hundred and Nine. Can you

7 explain how that is divided into departments on this map? So,

8 how many people work in the Apparel Department?

9 THE WITNESS: I don't have that answer for you.

10 HEARING OFFICER SNYDER: No estimate?

11 THE WITNESS: No estimate.

12 HEARING OFFICER SNYDER: Okay.

13 MS. DAMM: If you needed that, I mean --

14 THE WITNESS: We could have gotten that.

15 MS. DAMM: Count it up.

16 HEARING OFFICER SNYDER: Okay. How many employees work

17 - are in -- would fall under, I guess, the Customer Service

18 Cashier job classification? How many Cashiers are there?

19 THE WITNESS: Forty-five.

20 HEARING OFFICER SNYDER: Forty-five, okay. How many

21 Customer Service Desk Clerks?

22 THE WITNESS: Hmm. I can't answer that question. We

23 have --

24 MS. DAMM: We have schedules that we were going to

25 introduce through the Customer Service Manager, who would be a

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1 better person to answer the specific questions about that

2 department.

3 HEARING OFFICER SNYDER: Okay. All right. So, do you

4 know how many employees work in the Food Department?

5 THE WITNESS: No, I don't have a breakdown of how many

6 are in any of the departments.

7 HEARING OFFICER SNYDER: Okay. Would you say it's more

8 than fifty?

9 THE WITNESS: In the Food Department?

10 HEARING OFFICER SNYDER: Uh-huh.

11 THE WITNESS: As a whole, yes.

12 HEARING OFFICER SNYDER: Okay. Less than a hundred?

13 THE WITNESS: Yes.

14 HEARING OFFICER SNYDER: How about in the Home

15 Department? Are there more or less employees in the Home

16 Department than there are in the Food Department?

17 THE WITNESS: Yes.

18 HEARING OFFICER SNYDER: More or less?

19 THE WITNESS: More or less, yes, probably, less.

20 HEARING OFFICER SNYDER: Less?

21 THE WITNESS: It's kind of, you know --

22 HEARING OFFICER SNYDER: A lot lesser?

23 THE WITNESS: No, maybe just a little bit less.

24 HEARING OFFICER SNYDER: Okay. Thank you. How many

25 people work in the Pharmacy?

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1 THE WITNESS: I can give you approximate, approximately

2 seven.

3 HEARING OFFICER SNYDER: Seven. How many people work in

4 the home electronics and music market?

5 THE WITNESS: Approximately six.

6 HEARING OFFICER SNYDER: Okay and then how many people

7 are in the Jewelry Department?

8 THE WITNESS: I can't answer that question. Jewelry is a

9 separate entity I have no idea.

10 HEARING OFFICER SNYDER: Are the people employed there by

11 Fred Meyer?

12 THE WITNESS: Yes.

13 HEARING OFFICER SNYDER: Okay. Could you explain how

14 that works briefly?

15 THE WITNESS: They are employed by Fred Meyer but they're

16 whole financial and like a -- a separate entity. All their

17 financials are stuff are different. They're in our stores but

18 the Jewelry Manager does not report to me.

19 HEARING OFFICER SNYDER: Okay.

20 THE WITNESS: Okay? They have their own Supervisors.

21 HEARING OFFICER SNYDER: Okay and the Jewelry employees,

22 are they covered under any Collective Bargaining Agreement?

23 THE WITNESS: I don't know. I believe they are. I'm not

24 sure.

25 HEARING OFFICER SNYDER: Okay and then just in case this

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1 isn't in the record yet, how many Playland employees are there?

2 THE WITNESS: Three.

3 HEARING OFFICER SNYDER: All right. Then when you were

4 talking about the Managers that report to you, you said that

5 they're responsible to ensure that policies and procedures are

6 being followed. Can you explain a bit about these policies and

7 procedures?

8 THE WITNESS: Well, we have Corporate policies that have

9 to be adhered to and there are some that would effect different

10 departments more than others, and the procedures would be the

11 same. I mean I don't know how to explain it. There's a lot of

12 them.

13 HEARING OFFICER SNYDER: Okay. So, as it relates to

14 employees, I guess -- are the Corporate policies as it relates

15 to employees and not Managers, are they the same for all the

16 employees in the store?

17 THE WITNESS: Yes.

18 HEARING OFFICER SNYDER: Okay. All right. I'd like to --

19 -- we talked previously about the Playland -- the job

20 classification. I think you mentioned that there's a -- so,

21 the departments -- one of the requirements is the completion of

22 the department's required CBT modules. Can you explain what

23 that is?

24 THE WITNESS: It's Computed Based Training. This

25 Computer Based Training is no longer utilized in our store. We

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1 have gone to a Web Based Training Learning System.

2 HEARING OFFICER SNYDER: That's the WBL?

3 THE WITNESS: Correct.

4 HEARING OFFICER SNYDER: Okay. So, are all employees

5 required to complete the WBL?

6 THE WITNESS: Each department has its own WBL. Okay?

7 So, depending on what department you work for is what required

8 WBL's you're required to complete.

9 HEARING OFFICER SNYDER: Okay. So, for example, the CCK

10 folks, there's one WBL for them. Correct?

11 THE WITNESS: Two at this time, tobacco and then a check

12 fraud.

13 HEARING OFFICER SNYDER: Oh, okay -- different. Okay and

14 what WBL are the Playland employees required to complete, if

15 any?

16 THE WITNESS: They would be required to complete a STAR

17 observation, WBL and a STAR, which is Stores Targeting Accident

18 Reduction.

19 HEARING OFFICER SNYDER: I'm sorry, can you say it again?

20 THE WITNESS: Stores Targeting Accident Reduction.

21 HEARING OFFICER SNYDER: Okay. What does that consist

22 of?

23 THE WITNESS: It's --

24 HEARING OFFICER SNYDER: Which I should have said.

25 THE WITNESS: It's actually required of all employees of

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1 Fred Meyer.

2 HEARING OFFICER SNYDER: Uh-huh.

3 THE WITNESS: There's two WBL's for safety.

4 HEARING OFFICER SNYDER: Okay.

5 THE WITNESS: I'm not aware of any other WBL's for

6 Playland.

7 HEARING OFFICER SNYDER: Okay. Okay. Looking at

8 Employer's Exhibit 8, I'm sorry, not 8, 7, the information for

9 the three Playland employees, how are their wages determined?

10 THE WITNESS: Wages are determined on experience.

11 HEARING OFFICER SNYDER: All right.

12 THE WITNESS: And education, I guess.

13 HEARING OFFICER SNYDER: Is there any sort of wage

14 progression scale, for example, that employees come in under?

15 THE WITNESS: Actually, yes, there's different Apprentice

16 steps.

17 HEARING OFFICER SNYDER: I'm sorry.

18 THE WITNESS: That's what we call them. Turn to page --

19 to Linda Cutter.

20 HEARING OFFICER SNYDER: Uh-huh.

21 THE WITNESS: Her job, where it says job step.

22 HEARING OFFICER SNYDER: Uh-huh.

23 THE WITNESS: Apprentice step 6.

24 HEARING OFFICER SNYDER: Uh-huh.

25 THE WITNESS: Is where her pay rate falls in.

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1 HEARING OFFICER SNYDER: Okay. Are there other employees

2 at the store that fall under the same pay scale or is this

3 specifically for Playland employees?

4 THE WITNESS: I haven't -- I have not looked to see if

5 they match up with any of the other pay scales.

6 HEARING OFFICER SNYDER: Okay. Just to make this clear

7 for my sake, so the customer service -- can you explain the

8 folks that report to the Customer Service Manager?

9 THE WITNESS: The Customer Service Desk Clerks, Cashiers.

10 HEARING OFFICER SNYDER: Uh-huh.

11 THE WITNESS: Cashiers with accounting responsibility,

12 Parcel Clerks.

13 HEARING OFFICER SNYDER: Uh-huh.

14 THE WITNESS: And Playland Attendants.

15 HEARING OFFICER SNYDER: I think you may have mentioned

16 something about file maintenance.

17 THE WITNESS: File maintenance.

18 HEARING OFFICER SNYDER: Okay. What do file maintenance

19 employees do?

20 THE WITNESS: Their job is to ensure the prices within

21 our systems are correct.

22 HEARING OFFICER SNYDER: Okay. How many file maintenance

23 employees are there?

24 THE WITNESS: Two.

25 HEARING OFFICER SNYDER: Okay. Ms. Damm, do you have any

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1 further questions?

2 MS. DAMM: I just had one clarifying question. You asked

3 about the Playland pay scale and the witness said she hadn't

4 checked to see if it matched up with any other pay scales

5 within the store.

6 REDIRECT EXAMINATION

7 Q BY MS. DAMM: But Playland has its own pay scale, just

8 for Playland. Right?

9 A Correct.

10 Q Okay.

11 HEARING OFFICER SNYDER: Any further questions, Ms. Damm?

12 MS. DAMM: No.

13 HEARING OFFICER SNYDER: Mr. Young, any further

14 questions?

15 MR. YOUNG: No further questions.

16 HEARING OFFICER SNYDER: Since there are no further

17 questions, you're excused. Off the record, please.

18 (Off the record.)

19 HEARING OFFICER SNYDER: On the record. Ms. Damm, would

20 you like to call your next witness?

21 MS. DAMM: Yes. The Employer calls Carl Wojciechowski.

22 HEARING OFFICER SNYDER: Please raise your right hand,

23 sir.

24 Whereupon,

CARL WOJCIECHOWSKI  
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1 Was called as a witness herein and having been duly sworn was  
2 examined and testified as follows:

3 HEARING OFFICER SHYDER: Be seated.

4 MS. DAMM: Mr. Wojciechowski, could you please state and  
5 spell your name for the record?

6 THE WITNESS: Yes. It is Carl Wojciechowski. Last name  
7 is W-o-j-c-i-e-c-h-o-w-s-k-i, pronounced just like "Where's  
8 your house key?"

9 DIRECT EXAMINATION

10 Q BY MS. DAMM: And where are you employed?

11 A Fred Meyer Stores.

12 Q And how long have you been there?

13 A Twenty years, almost 21 years.

14 Q Okay and what's your position at Fred Meyer?

15 A I'm the Group Vice President of Human Resources and  
16 Employee Relations.

17 Q And in that position what are your job duties and  
18 responsibilities?

19 A I have all the HR functions, which is the compensation,  
20 training, succession planning, all of the HR functions plus the  
21 employee relations, which is bargaining and interpreting the  
22 Labor Contracts that we have.

23 Q Okay and where did you work before you joined Fred Meyer?

24 A I worked for Allied Employers.

25 Q And what is Allied Employers?

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1 A They were a consulting group in Seattle here. I worked  
2 for 15 years there, bargained Labor Contracts and administered  
3 Labor Contract for the Employers they represented.

4 Q Okay and was Fred Meyer one of those Employers?

5 A They were.

6 Q Okay.

7 A And still are.

8 Q So, I just wanted to have you give us a brief overview of  
9 the Fred Meyer Stores in Pierce County. Are they all covered  
10 by one Collective Bargaining Agreement?

11 A No.

12 Q They're not. So, can you tell us the different Contracts  
13 for Pierce County?

14 A Well, we have a Grocery Contract. We have a CCK  
15 Contract. We have a Meat Contract and we have a General  
16 Merchandise Contract, so four Contracts. Now not all of the  
17 stores have all four Contracts.

18 Q Can you explain that?

19 A We have three stores, which are called marketplace  
20 stores. They're not large stores and they do not have CCK.

21 Q Okay.

22 A Covered by the CCK Contract. The rest of the stores are  
23 covered by the four Contracts.

24 Q And the larger stores, do you refer to those as the one-  
25 stop stores?

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1 A Yes.

2 Q As opposed to the marketplace?

3 A Correct.

4 Q Okay and so the one-stop stores in Pierce County all have  
5 the four Contracts that you've identified?

6 A Yes.

7 Q And are all the stores -- for purposes of each Contract,  
8 are all the stores in Pierce County covered under each  
9 Contract, for example, CCK? If a store has a CCK -- let me say  
10 that differently. All of the one-stop stores in Pierce County,  
11 are their CCK employees covered by the same CCK Contract?

12 A Yes, they are multi-store Contracts.

13 Q Okay.

14 A All of the four Contracts are multi-stores.

15 Q Okay and they basically cover -- if they have those  
16 employees are they covered -- is each one, like General  
17 Merchandise? Are all the one-stop stores in Pierce County  
18 under the same General Merchandise?

19 A Yes. I'm trying to think. There's one store, Sumner,  
20 that's not covered by all four Contracts.

21 Q Okay.

22 A At --- let's see, there's a Grocery Contract in there.  
23 There's not a General Merchandise. General Merchandise  
24 employees are not covered in the Sumner store.

25 Q Okay.

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1 A Meat is their -- CCK is covered.

2 Q Okay and is the Sumner store a recently opened store?

3 A Yeah, it is.

4 Q Relatively recently?

5 A Yeah, I think 2004, something like that.

6 Q Okay and when you open a new Contract or a new store, I  
7 should say in Pierce County, do they automatically fall under  
8 the Collective Bargaining Agreements?

9 A Well, in those Contracts there's what known as an  
10 accretion clause and so as we open the stores in there we don't  
11 insist upon a secret ballot election and can't insist upon a  
12 secret ballot election, so -- but we do require that the union  
13 present bargaining cards that they represent a majority of the  
14 people in those Units, and then if that's the case they're  
15 recognized and placed under that Contract.

16 Q Okay and so at Sumner the union hasn't presented you with  
17 cards for a majority of the General Merchandise employees?

18 A That's correct.

19 Q Okay. Can you list the store in Pierce County?

20 A I'll try.

21 Q Or should I list them and you can tell me if it's  
22 accurate?

23 MR. YOUNG: We can stipulate to them if you do want them  
24 read them seriously. I don't want to --

25 THE WITNESS: I'll try. If I miss one, you let me know.

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1 Q BY MS. DAMM: Okay.

2 A Bonney Lake, South Hill, Puyallup and Sumner and  
3 University Place and Tacoma Pacific and Tacoma Stevens, I think  
4 those are the Pierce County stores, Pierce County stores that  
5 are full stores.

6 Q Okay.

7 A Then there's Bethel Station, James Center, I think and  
8 Gig Harbor are the three stores that are Marketplace stores.

9 Q You got them all. So, we've already had another witness  
10 testify about this. I don't want to spend a lot of time on it  
11 but can you just tell us what the four different Contracts, the  
12 employees that they generally cover?

13 A Well, let's take the Grocery Contract. Grocery will  
14 cover the dry grocery, frozen foods, produce. Within the  
15 Grocery Contract we have some appendixes. So, like the service  
16 deli will be an appendix to that. The bakery will be an  
17 appendix to the Grocery. Those are pretty much the departments  
18 covered under the Grocery Contract for us.

19 In the Meat Contract it's the Meat Department and the  
20 Service Meat Department. If a store has a Service Meat  
21 Department it would be covered.

22 Q Does that include seafood as well?

23 A Yeah. In the Service Meat that usually covers meat and  
24 seafood.

25 Q Okay. In the CCK that will cover the Cashiers that are

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1 in the bank. Our register is usually at the front of the  
2 store. We have added the customer service desk employees to  
3 the CCK Contract and the Tellers, which now are pretty much  
4 Accounting Clerks and have been added to the CCK.

5 Q Okay and can you just describe the history of first the  
6 customer service desk folks, how they were added to the CCK  
7 Contract?

8 A Yeah. Originally when we started the CCK Contracts I  
9 think it was about 1990 and this was because the store was  
10 basically put into a half. There was half general merchandise  
11 and half food and each one of them had their own bank or  
12 registers and we didn't think that was very good. In fact,  
13 some of them had some walls separating them.

14 So, the walls were taken down. We decided to put  
15 everything together and we approached the unions and we  
16 negotiated with them a Common Check Agreement and this was for  
17 Cashiers only. The Cashiers could not really do anything else  
18 in the store except cashier and that went on for a long time.

19 Then it came I think a couple of years ago we looked at  
20 the customer service desk. Prior to this the customer service  
21 desk was covered by the General Merchandise Contract. We  
22 looked at the customer service functions and said we'd like to  
23 interchange the customer service desk functions with the CCK  
24 Cashiering functions and have people be able to go back and  
25 forth.

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1 We approached the unions. We said we'd like to do this.  
2 They said okay. So, we merged the customer service desk into  
3 the CCK Contract at that point.

4 Q Okay and so the customer service folks under that model  
5 were trained to also be Cashiers?

6 A Yes.

7 Q At that point? And so --

8 A Well, you know, they -- I'm not saying every one of them  
9 was trained to be a Cashier but what we wanted to do was be  
10 able to have them trained and be able to move them back and  
11 forth.

12 Q Okay.

13 A So one could fill in for the other.

14 Q Okay and then you also talked about the Tellers, who are  
15 now referred to as Accounting Clerks.

16 A Right.

17 Q And at what point were they added to the CCK Contract?

18 A Boy, I'm thinking about a year and a-half ago, maybe two  
19 years, a year and a-half ago I think. The functions of the  
20 Teller had changed and lot of it was being done with technology  
21 and so forth and so we looked at it and said we want the  
22 ability for the Tellers to be able to cashier also under the  
23 CCK Contract and be able to work back and forth and fill in.  
24 So, we approached the unions on that and that's the way it was.  
25 They said okay.

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1 Q Okay.

2 A So, we put them under the CCK Contract.

3 Q Were they in a Collective Bargaining Agreement prior to  
4 that?

5 A They were in the General Merchandise Agreement.

6 Q Okay and when they were moved into the CCK Contract were  
7 they all required to have Cashier training?

8 A Well, I don't know if they all received Cashier training.  
9 They were all able to be Cashier trained.

10 Since the job function was going to be less time by the  
11 Tellers, some of the Tellers really didn't want to cashier.  
12 They didn't want to do that and so they would then be isolated  
13 strictly to the accounting function, which probably was not as  
14 many hours as before, and if they didn't want to go back and  
15 forth, if they wanted to pick up extra hours and -- they'd have  
16 to be Cashier trained and work back and forth.

17 Q Okay. When the CCK Bargaining Unit was formed were there  
18 Playlands in any of the Fred Meyer Stores at that point?

19 A Yes.

20 Q Okay and was there ever any discussion or request by the  
21 union to include the Playlands in the CCK Contract at the time  
22 the CCK Contract was formed?

23 A No.

24 Q In Pierce County are any of the Playland folks included  
25 in any Collective Bargaining Agreement?

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- 1 A No.
- 2 Q In all of Fred Meyer are any of the Playland employees  
3 included in a CCK Unit?
- 4 A No.
- 5 Q In all of Fred Meyer are any of the Playland employees in  
6 a Bargaining Unit at all?
- 7 A Yes.
- 8 Q And where is that?
- 9 A One store in Longview, Washington.
- 10 Q Okay.
- 11 A Local 555 out of the Portland Local organized the  
12 Playland people as a freestanding Unit in the Longview store.
- 13 Q Okay.
- 14 A That's the only store.
- 15 Q And they're a separate Bargaining Unit in and of  
16 themselves?
- 17 A Yeah, separate Unit.
- 18 Q Okay.
- 19 A Right.
- 20 Q In the setup that you described in Pierce County where  
21 you have the four different Bargaining Units --
- 22 A Uh-huh.
- 23 Q And four different Contracts is that typical throughout  
24 Fred Meyer?
- 25 A I'm struggling with the word, typical.

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- 1 Q Okay.
- 2 A It's typical for, let's say, the Puget Sound area.
- 3 Q Okay.
- 4 A It is typical for the Portland area. Once we get outside  
5 of that it is not typical.
- 6 Q Okay.
- 7 A And we have stores in Alaska, for example, where the Meat  
8 Departments are organized but the CCK is not and General  
9 Merchandise is not. One store up there has a Food Department  
10 that's organized but we have 11 stores and they're not  
11 organized. All of our stores in Idaho, which we have, I think,  
12 eight or nine there are no -- no union in any of the stores  
13 there.
- 14 So, when you say, typical --
- 15 Q Uh-huh.
- 16 A That's what really -- why I'm struggling with typical.  
17 For certain areas it's typical.
- 18 Q Okay.
- 19 A For other areas, no.
- 20 Q So, let's talk about the Puget Sound area.
- 21 A Okay.
- 22 Q Do you have other Countywide Bargaining Units in the  
23 Puget Sound area?
- 24 A King County.
- 25 Q Okay and in King County are they divided into the four

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- 1 different Bargaining Units as they are here?
- 2 A Yes.
- 3 Q In Pierce County, okay. Any others that are set up like  
4 that?
- 5 A Snohomish County. We have a store in -- we have two  
6 stores in Bellingham. One of the stores has four different  
7 Contracts in it, yeah, and I think that's it. Kitsap County is  
8 -- does not have a General Merchandise Contract. It does have  
9 a Grocery, Meat and CCK. Mason-Thurston County has Grocery,  
10 Meat and CCK but not General Merchandise.
- 11 Q Okay and then so the other Counties that you described  
12 that have CCK Contracts --
- 13 A Yes.
- 14 Q Do they have Playland Departments in those?
- 15 A Yes.
- 16 Q And do they also report up through the Customer Service  
17 Manager at those stores?
- 18 A Yes.
- 19 Q And are they included in the CCK Bargaining Units at any  
20 of those stores?
- 21 A No.
- 22 Q Okay and in Pierce County itself you described seven one-  
23 stop stores. Right, in Pierce County?
- 24 A Yes.
- 25 Q Do any of those have Playlands besides University Place?

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- 1 A Yes.
- 2 Q Okay.
- 3 A I think four of them do.
- 4 Q Four, besides University Place?
- 5 A Yes.
- 6 Q And in any of those are the Playland employees covered  
7 under the Pierce County CCK Contract?
- 8 A No.
- 9 Q And in those stores do the Playland employees report to  
10 the Customer Service Manager as they do at University Place?
- 11 A Yes.
- 12 Q Okay and do you know when the University Place store  
13 opened?
- 14 A 2000, I think.
- 15 Q Okay and when it opened did it have a Playland in it?
- 16 A Yes.
- 17 Q And at that time was there any request to include  
18 Playland in the CCK Bargaining Unit?
- 19 A No.
- 20 Q And there hasn't been until you got this Petition.  
21 Right?
- 22 A That's correct.
- 23 Q Okay and Tacoma Stevens, do you know when they -- are  
24 they one of the stores that has a Playland?
- 25 A Yes.

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1 Q Do you know when they got a Playland?

2 A 1995.

3 Q Okay.

4 A I think at the same time as Tacoma Pacific. Tacoma

5 Stevens, Tacoma Pacific I think there was some remodeling going

6 on about that time and I think they got remodeled and --

7 Q Okay.

8 A Yeah.

9 Q What about Puyallup?

10 A Puyallup?

11 Q Yeah. I'm not from around here.

12 A Oh, when was Puyallup? In 1990.

13 Q Okay.

14 A Is that right? I guess I remembered. Okay.

15 Q And they've never requested to have their Playland

16 included in the CCK Unit?

17 A No.

18 Q Okay.

19 MS. DAMM: What number are we on?

20 COURT REPORTER: E-9.

21 MS. DAMM: Okay.

22 Q BY MS. DAMM: I'm showing you a document I've marked as

23 Employer's Exhibit 9 and is this an excerpt from an NLRB

24 Hearing that took place on December 13<sup>th</sup>, 2007?

25 (Employer's Exhibit 9 is marked.)

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1 A Yes.

2 Q Okay and were you present at that Hearing?

3 A I was.

4 Q Okay and this document -- that Hearing related to the

5 Pierce County Contracts. Correct?

6 A Yes, it did.

7 Q And there's a stipulation there starting on page 2 of the

8 Exhibit, page 584 of the record. Is that a stipulation entered

9 into at that Hearing between the parties regarding the

10 classifications excluded from --

11 A Where are we, on 584?

12 Q Yep.

13 A And the --

14 Q Is this a stipulation entered into between the parties

15 that describes the folks who are excluded from Bargaining Units

16 in Pierce County?

17 A Yes.

18 Q Okay and on the next page, page 585 towards the bottom,

19 do you see where it says and Planeland (phonetic) employees are

20 excluded?

21 A Plane, yeah.

22 Q Do you believe that should be Playland?

23 A Yes, it should be Playland.

24 Q Okay and does this stipulation continue to accurately

25 reflect the state of affairs in Pierce County?

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1 A Yes.

2 MS. DAMM: I'd like to offer Employer's Exhibit 9.

3 MR. YOUNG: We would concur that they probably were

4 referring to Playland on line 20 of page 585. Also point out

5 that it isn't -- on the cover. She is not now or ever was --

6 but -- we have no objection.

7 (Employer's Exhibit 9 received into evidence.)

8 HEARING OFFICER SNYDER: Hearing no objection, Employer's

9 Exhibit 9 is received.

10 Q BY MS. DAMM: In that Hearing, the dispute was where to

11 place a particular group of employees between the General

12 Merchandise and the Grocery Contracts. Correct?

13 A Yes.

14 Q The CCK wasn't at issue in that?

15 A No.

16 Q I'm showing you a document I'd like marked as Employer's

17 Exhibit 9.

18 COURT REPORTER: 10.

19 MS. DAMM: 10, I'm sorry. Thank you.

20 Q BY MS. DAMM: Can you tell me what that is?

21 (Employer's Exhibit 10 is marked.)

22 A It's an Associate Handbook and these are given out to all

23 Associates when they are hired on at Playland.

24 Q Okay and so this applies to both Bargaining Unit and Non-

25 Bargaining Unit employees?

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1 A Yes.

2 MS. DAMM: I'd like to offer Employer's Exhibit 10.

3 MR. YOUNG: No objection.

4 (Employer's Exhibit 10 received into evidence.)

5 HEARING OFFICER SNYDER: Hearing no objection, Employer's

6 Exhibit 10 is received.

7 Q BY MS. DAMM: I'm showing you a document I'd like marked

8 as Employer's Exhibit 11. Can you tell me what that is?

9 (Employer's Exhibit 11 is marked.)

10 A This is -- well, it looks like it's excerpts from pay

11 type tables that apply to a Contract group, which is 015100.

12 In the Fred Meyer organization we have all of the pay type

13 tables put into Contract groups, both union and non-union.

14 That's the way payroll identifies what compensation guidelines

15 apply to each Contract group.

16 Q Okay.

17 A It's not actually a Labor Contract group. It's a -- kind

18 of a compensation Contract group and so this appears to be an

19 excerpt from that and usually in those Contract groups it

20 states what sick pay applies, what vacation applies to that

21 particular Contract group on holidays, funerals, paid jury duty

22 and so forth -- applies to that group.

23 Q Okay and if you look at -- you should have Employer's

24 Exhibit 7 on your table there.

25 A They don't appear to be marked.

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1 Q Okay.

2 HEARING OFFICER SNYDER: I think -- given you the --

3 Q BY MS. DAMM: Oh, I thought they were marked.

4 A Oh, it is. It's down on the bottom. I'm looking at the

5 top. All right. 3, 4, 6, 7, okay. I have seven.

6 Q Is that the HRIS employee information for the Playland

7 folks that you have in front of you?

8 A Yes.

9 Q Okay and does that identify a Contract group for them?

10 A It does where on the left-hand side as you go down 1, 2,

11 3, 4, 5, 6 columns there it says, Contract.

12 Q Okay.

13 A And it says 15100 Pierce County, Playland, yeah, that's

14 the Contract group.

15 Q Okay and so Employer's Exhibit 11, the Contract group, is

16 the one for the Playland?

17 A Correct, yes.

18 Q The Pierce County Playland?

19 A Yes.

20 Q Okay and it describes, as you said, the meetings and sick

21 pay, short-term disability, vacation, holidays, funeral pay,

22 jury duty, overtime?

23 A Yes.

24 Q Okay and so this would be the one that applies to the

25 Playland folks at University Place. Right?

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1 A Yes. For those particular items discussed there those

2 would apply to that Contract group.

3 Q Okay.

4 MS. DAMM: I'd like to offer Employer's Exhibit 11.

5 HEARING OFFICER SNYDER: Any objection?

6 MR. YOUNG: Just one question before I state a position.

7 VOIR DIRE

8 Q BY MR. YOUNG: You say this is an excerpt -- from a more

9 general document that covers other pay groups. Is that right?

10 A Well, I just looked at the time it says, page 9, so I

11 would presume that there are other pages.

12 Q It sounds like you're not really familiar with the

13 original document. My question is going to be are there any

14 parts of the original document that apply to this pay group

15 that we don't have with us here? Maybe you don't know.

16 A There might be. There might be pay scales.

17 Q Yeah, I don't see a progression in here that we were

18 talking about earlier.

19 A There isn't one in this document.

20 Q I mean in terms of -- yeah, okay.

21 A Yeah, there isn't in this document.

22 Q Right.

23 MS. DAMM: Yeah, this is the benefits.

24 MR. YOUNG: Okay. All right. No objections.

25 (Employer's Exhibit 11 received into evidence.)

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1 HEARING OFFICER SNYDER: No objection. Employer's

2 Exhibit 11 is received.

3 MS. DAMM: Okay.

4 Q BY MS. DAMM: And for the CCK employees are these types

5 of benefits covered by the Collective Bargaining Agreement,

6 vacation, holidays, jury duty?

7 A The types of benefits are, yes.

8 Q Yes.

9 A Not necessarily the same but the types of benefits are,

10 yes.

11 Q Okay. So, if you look at Joint Exhibit 1, which is the

12 CCK Contract for Pierce County,

13 A I don't think I have that.

14 Q Oh, you don't have the Joint Exhibits, no?

15 A I don't have them here.

16 MR. YOUNG: You can use this one if you want.

17 MS. DAMM: Okay.

18 Q BY MS. DAMM: So, looking at Joint Exhibit 1, Article 8,

19 page 12.

20 A I don't know whose copy this is but it goes from 10, 9 to

21 27 and then back to 11. So, which one am I on, 12?

22 Q I have an extra copy.

23 A Okay. I do have a 12, though. I'm sorry, which page

24 again, 12?

25 Q Page 12, the vacation.

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1 A Yes.

2 Q That has a vacation accrual schedule based on hours

3 worked and then hours of paid vacation. Right?

4 A Correct.

5 Q And if you look at page 13 of Employer's Exhibit 11.

6 A Yeah.

7 Q That's the accrual for the Playland folks. Right,

8 vacation accrual?

9 A Page 13 is yes, that's what vacations you're entitled to

10 one year after -- one week after one year, two weeks after two

11 years and so forth, yeah.

12 Q Okay. So, it's a different accrual for the Playland

13 versus the CCK. Right?

14 A Yes, it is.

15 Q Okay and holidays, Article 7, page 11 of Joint Exhibit 1.

16 A Okay.

17 Q And that's sets up the holidays for the CCK people.

18 Right?

19 A Yes.

20 Q And then on page 11 of Employer's Exhibit 11, does that

21 set out the holidays for the Playland folks?

22 A It does but it's -- also on page 13 talks about a

23 personal holiday that is available to them, so --

24 Q So, between the two?

25 A Between the two those are the holidays.

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1 Q Okay and it looks like they're different.

2 A Well, I didn't -- Independence Day, Labor Day,

3 Thanksgiving Day, the same, 1, 2, 3, 4, 5, 6, the same seven

4 holidays I think isn't it?

5 Q Actually --

6 A No.

7 Q Has Presidents' Day.

8 A Oh, that's right. Okay. So, all right. So, there's

9 seven under the Contract and six under the --

10 Q Okay.

11 A The other and they both have a personal day.

12 Q Okay.

13 A Yeah, they are different.

14 Q Under Article 9, page 14 of Joint Exhibit 1.

15 A Yes.

16 MS. DAMM: I don't know if you want to go through all of

17 this. I'm asking the Hearing Officer. Maybe they speak for

18 themselves.

19 THE WITNESS: I think they do.

20 EXAMINATION BY COURT

21 HEARING OFFICER SNYDER: Okay. One quick question: Can

22 you explain the holiday benefit -- I think you said E-11.

23 THE WITNESS: On which one?

24 HEARING OFFICER SNYDER: E-11, it's the benefits for the

25 -- that are applicable to the Playland employees.

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1 THE WITNESS: okay.

2 HEARING OFFICER SNYDER: Under Section 100, the holiday

3 benefit pay.

4 THE WITNESS: Yeah.

5 HEARING OFFICER SNYDER: Eligibility -- can you just

6 explain what that means -- explain to me what that means?

7 THE WITNESS: Okay. All right. You're eligible after a

8 six-month waiting period.

9 HEARING OFFICER SNYDER: Okay.

10 THE WITNESS: Okay. There's a maximum of eight hours for

11 a holiday and you have to average 12 hours minimum to get

12 holiday pay.

13 HEARING OFFICER SNYDER: Twelve hours minimum per week or

14 over what period of time?

15 THE WITNESS: That would be 12 hours per week.

16 HEARING OFFICER SNYDER: Okay and when it says match

17 every five -- with one hour, can you explain what that means or

18 how it translates into holiday pay?

19 THE WITNESS: You know I can't. Payroll does that.

20 HEARING OFFICER SNYDER: All right.

21 THE WITNESS: I mean if you want me to spend some time

22 trying to figure it out I might be able to, but right off the

23 top of my head I can't tell you.

24 HEARING OFFICER SNYDER: Okay.

25 Q BY MS. DAMM: Talking about holidays under the Contract,

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1 at page 11 --

2 A Yes.

3 Q Under 7.3, does that set out the eligibility requirements

4 for holidays under the Contract?

5 A That sets forth the requirements for holidays not worked.

6 Q Okay. So, they have to work 32 or more hours in a

7 holiday week to receive eight hours of holiday pay?

8 A Among the other things, yes.

9 Q Among the other things, right.

10 A Yes.

11 Q Okay and then there's on the next page, page 12, hours

12 normally worked per week and hours of holiday pay?

13 A Yes.

14 Q Do you know how that compares to the Playland folks?

15 A I really haven't gone --

16 HEARING OFFICER SNYDER: I mean in the interest of

17 keeping things going specifically in what areas such as

18 vacation, holiday pay, etc., are there differences between the

19 Playland employees and those covered in the CCK Contract off

20 the -- to your knowledge?

21 THE WITNESS: You know I'd have to sit down and compare

22 them. I mean -- document pretty much --

23 HEARING OFFICER SNYDER: The documents are in here. The

24 reader of the record can make that call.

25 MS. DAMM: Yeah. I mean for the most part the documents

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1 cover that.

2 Q BY MS. DAMM: For the health and welfare for the CCK

3 employees, are they covered under the Retail Clerks' Welfare

4 Trust?

5 A Yes. It's now called Sound Health and Welfare Trust.

6 Q What, Sound?

7 A Sound, name change.

8 Q And what about the --

9 A It's the same. It's the same plan.

10 Q Okay.

11 A It just had a name change.

12 Q Okay.

13 A To Sound instead Retail Clerks.

14 Q Okay and what about the Playland employees? How do they

15 get health and welfare?

16 A Covered under the Company health and welfare plan.

17 Q Okay.

18 HEARING OFFICER SNYDER: Who else is covered under the

19 Company health and welfare plan?

20 THE WITNESS: All non-union, although we do have some

21 union employees covered under that plan in the Meat Departments

22 in Alaska but by and large it's all employees who are not

23 covered by another health and welfare plan, covered by a

24 Collective Bargaining Agreement.

25 Q BY MS. DAMM: So, the CCK employees are under the Sound -

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1 -

2 A Right, the Sound.

3 Q Health and welfare.

4 A Right.

5 Q Are the Grocery employees in Pierce County also under

6 that?

7 A Yes.

8 Q What about the General Merchandise employees in Pierce

9 County?

10 A Yes.

11 Q Okay and the Meat employees in Pierce County?

12 A Under the health and welfare?

13 Q Yes.

14 A Yes.

15 Q For retirement, under what retirement plan do the CCK

16 employees fall?

17 A The Retail Clerks' Pension Plan.

18 Q Is that still called the Retail Clerks' Pension Plan?

19 A You know, actually it's being changed to the Sound.

20 Q Okay.

21 A Retirement Plan.

22 Q And are the Playland employees covered under that plan?

23 A No.

24 Q Okay. Are the Playland employees eligible to participate

25 in the retirement plan?

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1 A The Company 401(k) Plan.

2 Q So, you have a document in front of you that I'd like

3 marked as Employer's Exhibit 12 and is that a general

4 description of the 401(k) Plan?

5 (Employer's Exhibit 12 is marked.)

6 A Yes.

7 Q So, this would be the retirement plan that the Playland

8 employees would be eligible for?

9 A Yes.

10 Q Okay.

11 MS. DAMM: I'd like to offer Employer's Exhibit 12.

12 MR. YOUNG: No objection.

13 (Employer's Exhibit 12 received into evidence.)

14 HEARING OFFICER SNYDER: No objection. Employer's

15 Exhibit 12 is received.

16 Q BY MS. DAMM: So, this document in front of you should be

17 marked as Employer's Exhibit 13. Can you tell me what this

18 document is?

19 (Employer's Exhibit 13 is marked.)

20 A It is the Fred Meyer Employee Responsibilities Form.

21 Q Okay and does this apply to any particular employees or

22 is this everybody?

23 A Everybody.

24 Q Okay. Union, non-union, Supervisors, etc.?

25 A Yes.

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1 Q Okay.

2 MS. DAMM: I'd like to offer Employer's Exhibit 13.

3 MR. YOUNG: No objection.

4 (Employer's Exhibit 13 received into evidence.)

5 HEARING OFFICER SNYDER: Employer's Exhibit 10 is

6 received.

7 Q BY MS. DAMM: You now have a document in front of you

8 that should be marked as Employer's Exhibit 14 and that says,

9 Performance Appraisal Form For Hourly Associates?

10 (Employer's Exhibit 14 is marked.)

11 A Yes.

12 Q And is that the same Performance Appraisal that's used

13 for all hourly Associates throughout Fred Meyer?

14 A Yes.

15 Q Is that regardless of which Bargaining Unit they're in

16 and union or non-union, everybody?

17 A Correct.

18 Q Everybody gets the same one?

19 A All the hourly.

20 Q All the hourly, right.

21 A Yes.

22 Q Okay.

23 MS. DAMM: I'd like to offer Employer's Exhibit 14.

24 MR. YOUNG: No objection.

25 (Employer's Exhibit 14 received into evidence.)

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1 HEARING OFFICER SNYDER: Employer's Exhibit 14 is

2 received.

3 Q BY MS. DAMM: If you go back to, strike that. Have there

4 been any Grievances filed by UPCW Local 367 related to Playland

5 employees?

6 A I'm aware of two.

7 Q Okay. I'm showing you a set of documents that I would

8 like marked as Employer's Exhibit 15. Are those Grievance

9 documents related to one of the two Grievances that you're of?

10 (Employer's Exhibit 15 is marked.)

11 A Yes, this is one Grievance.

12 Q Okay and this related to -- the allegation was that a

13 Playland employee was bagging groceries?

14 A Yes.

15 Q Okay and then on the first page of that is the Employer's

16 response. Correct?

17 A Yes.

18 Q And it indicates that investigation reveals management at

19 the Tumwater location, although that says University Place on

20 it, used a Playland person to bag groceries for approximately

21 10 minutes? Right?

22 A I think that was a miss.

23 Q This involved the University Place store. Right?

24 A Yes.

25 Q Okay and this Grievance was denied. Right?

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1 A Yes.

2 Q Do you know if it was pursued any further?

3 A I do not know.

4 Q Okay. Would you know if it was headed for arbitration?

5 A Possibly.

6 Q Okay.

7 A When I say that I mean we have an employee relations

8 group that deals with the Grievances. I don't know of every

9 case that's going to arbitration, so I'd have to ask.

10 Q Okay.

11 A I guess and I didn't ask.

12 Q Maybe we can ask Finley.

13 MR. YOUNG: It's not.

14 MS. DAMM: Okay.

15 MR. YOUNG: The resolution isn't reflected in the

16 document either but --

17 MS. DAMM: Right and I think Jay is going to testify to

18 the resolution.

19 MR. YOUNG: Okay.

20 MS. DAMM: I'd like to offer Employer's Exhibit 15.

21 MR. YOUNG: No objection.

22 (Employer's Exhibit 15 received into evidence.)

23 HEARING OFFICER SNYDER: Hearing no objection, Employer's

24 Exhibit 15 is received.

25 Q BY MS. DAMM: I'm showing you a document I'd like marked

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1 as Employer's Exhibit 16. Does that reflect the other

2 Grievance that you're aware of involving Playland employees at

3 the University Place store?

4 (Employer's Exhibit 16 is marked.)

5 A Yes.

6 Q Okay and to your knowledge, if you know, is this one

7 headed to arbitration or was --

8 A Not to my knowledge.

9 Q Do you know whether the November 4<sup>th</sup> letter was -- by

10 Respondents?

11 A When I requested the information from my group that

12 processes the Grievances this is what they gave me. So, if

13 there were additional processing I would presume it would have

14 been given to me in total. So, I have no reason to believe

15 it's --

16 Q Okay.

17 A Not gone any further than this.

18 MS. DAMM: I'd like to offer Employer's Exhibit 16.

19 MR. YOUNG: No objection.

20 (Employer's Exhibit 16 received into evidence.)

21 HEARING OFFICER SNYDER: Employer's Exhibit 16 is

22 received.

23 Q BY MS. DAMM: And when you talked about the CCK

24 Bargaining Unit, are there Parcel Clerks in that Unit as well?

25 A Yes.

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1 Q Besides the Cashiers and the accounting folks?

2 A Yes.

3 Q Okay and do you know what they do?

4 A Well, their primary responsibility is to gather up the

5 carts from the parking lot and bring the carts in and make sure

6 they're clean and they would clean up in an around the store or

7 -- but they're basically -- if a customer would ask for help to

8 get out to their car, whatever, they would help the customer.

9 Q Okay.

10 A Get out to the car. They are not on a general -- on a

11 general basis they are not baggers or whatever. Most of our

12 Cashiers bag their own but there are times when they're

13 overloaded and certainly they would bag but they're primarily

14 getting the carts and keeping the carts for the customers.

15 Q Okay and as far as the Playland folks, what do they do?

16 A Well, they take care of the children that the customers

17 bring into the store while they're shopping.

18 Q Okay and do -- the Playland employees, are they trained

19 to do cashiering duties?

20 A No.

21 Q And if they did cashiering duties would you anticipate

22 you'd get a Grievance over that?

23 A Well, if they weren't trained it'd be awfully difficult

24 for them to do it I think quite frankly.

25 Q Right.

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1 A But sure, I would expect to get a Grievance.

2 Q I don't have any other questions.

3 MS. DAMM: Oh, I'm sorry. I did want to --

4 HEARING OFFICER SNYDER: Off the record.

5 (Off the record.)

6 HEARING OFFICER SNYDER: On the record.

7 Q BY MS. DAMM: You have in front of you a document I'd

8 like marked as Employer's Exhibit 17 and is that a transcript

9 of your testimony from a prior case involving the same parties

10 and also involving the Pierce County Multi-Store Contracts?

11 (Employer's Exhibit 17 is marked.)

12 A Yes, it is.

13 Q Okay.

14 MS. DAMM: And we acknowledge that some of that testimony

15 relates to other Bargaining Units, but it has a general

16 description of the history of the Pierce County Contracts and

17 so we'd like to offer it for that basis.

18 MR. YOUNG: Do I need to restate my position on that or --

19 -

20 HEARING OFFICER SNYDER: Yes, please.

21 MR. YOUNG: All right. The union does not object to

22 admission of the document while preserving its right to object

23 to specific sections of the testimony as irrelevant to today's

24 Proceeding.

25 HEARING OFFICER SNYDER: Thank you.

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1 Q BY MS. DAMM: And I guess I should ask, you were under  
2 oath at that Proceeding?  
3 A Yes.  
4 Q Yes and you --  
5 (Employer's Exhibit 17 received into evidence.)  
6 HEARING OFFICER SNYDER: Well, considering -- the union's  
7 objection Employer's Exhibit 17 is received.  
8 Q BY MS. DAMM: You were under oath at that Proceeding?  
9 A Yes.  
10 Q And do you believe the testimony that you gave accurately  
11 reflects the history of the Bargaining Units in Pierce County,  
12 Washington?  
13 A Yes.  
14 Q Okay.  
15 MS. DAMM: That's it.

## EXAMINATION BY COURT

16 HEARING OFFICER SNYDER: All right. I've got some  
17 questions for you. I'm sorry, we're going to back up a little  
18 bit.  
19 So, just talking about Fred Meyer in general, where -- in  
20 what states does Fred Meyer have operations?  
21 THE WITNESS: Well, Fred Meyer for the one-stop shops and  
22 the stores we have stores in Alaska, Washington, Oregon and  
23 Idaho.  
24 HEARING OFFICER SNYDER: Okay. Approximately how many

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1 stores do you have in those states?  
2 THE WITNESS: 129.  
3 HEARING OFFICER SNYDER: Okay.  
4 THE WITNESS: 129, total.  
5 HEARING OFFICER SNYDER: Okay and you mentioned one-stop  
6 versus stores.  
7 THE WITNESS: We have jewelry stores in 37 states.  
8 HEARING OFFICER SNYDER: Okay.  
9 THE WITNESS: Across the country.  
10 HEARING OFFICER SNYDER: All right.  
11 THE WITNESS: Some of them are freestanding stores that  
12 operate and others operate within our stores.  
13 HEARING OFFICER SNYDER: How many one-stop stores are  
14 there total in the states that you operate in?  
15 THE WITNESS: In each state?  
16 HEARING OFFICER SNYDER: Total.  
17 THE WITNESS: I think we only have about seven, seven to  
18 eight marketplace stores. So, all the rest. That'd be 100,  
19 probably 121 would be one-stop shops in all the states.  
20 HEARING OFFICER SNYDER: Okay. How many are in  
21 Washington state?  
22 THE WITNESS: Oh, my I don't know. I don't know.  
23 HEARING OFFICER SNYDER: Okay.  
24 THE WITNESS: I mean I'd have to start.  
25 HEARING OFFICER SNYDER: All right.

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1 THE WITNESS: You know.  
2 HEARING OFFICER SNYDER: Approximate?  
3 THE WITNESS: 40 to 45 in the state.  
4 HEARING OFFICER SNYDER: All right and then how many are  
5 in Pierce County?  
6 THE WITNESS: How many total stores?  
7 HEARING OFFICER SNYDER: In Pierce County, one-stop  
8 stores in Pierce county?  
9 THE WITNESS: I want to say seven.  
10 HEARING OFFICER SNYDER: What's the difference between a  
11 one-stop store and a marketplace?  
12 THE WITNESS: Number of departments, size of the store.  
13 HEARING OFFICER SNYDER: Okay. What's the difference in  
14 departments?  
15 THE WITNESS: Well, it won't have an Apparel and Leisure  
16 Department and it will have -- won't have a Home Department.  
17 It may have a Photo Electronics but very small but primarily  
18 would not have a Home Department or an Apparel and Leisure  
19 Department.  
20 HEARING OFFICER SNYDER: Okay.  
21 THE WITNESS: Probably somewhere in the neighborhood of  
22 half the size of a one-stop shopping store.  
23 HEARING OFFICER SNYDER: And when you say half the size  
24 what do you mean?  
25 THE WITNESS: Well, you're looking at 160,000 to 180,000

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1 square foot for a one-stop shop and if you're going to do a  
2 marketplace store it's probably in the area of 60,000, 70,000  
3 square foot. So, it's a lot -- it's smaller.  
4 HEARING OFFICER SNYDER: Okay. We'll go off the record  
5 briefly.  
6 (Off the record.)  
7 HEARING OFFICER SNYDER: On the record. Mr. Young, it's  
8 your witness.  
9 MR. YOUNG: Yes, sir.  
10 CROSS-EXAMINATION  
11 Q BY MR. YOUNG: Carl, I did quick job of reading through  
12 that transcript of your testimony in the Summer Hearing and I  
13 just wanted to have you confirm for us if you would.  
14 My understanding is that in Pierce County anyway where we  
15 have these stores with Countywide Contracts and accretion  
16 clauses basically if the union doesn't -- it doesn't represent  
17 a department that is a recognized department -- go in and  
18 collect the cards and then we present them to the Employer and  
19 if there's a majority then the Employer recognizes those  
20 people's part of the Contract. Is that correct?  
21 A Yes, in most cases there's an agreement that's reached on  
22 the effective date of when the Contract applies and so forth.  
23 But yeah, where there is an after-acquired store clause,  
24 accretion clause, we do require that the unions demonstrate a  
25 majority representation by cards.

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1 Q Okay.

2 A And the Contract is put into effect and --

3 Q Under that state of affairs I think you already

4 testified, did you not, that there are some departments in some

5 stores that have Countywide Contracts where cards haven't been

6 presented, and therefore the union doesn't represent that

7 particular department under the Countywide Contract. Is that

8 correct?

9 A Yes.

10 Q Okay. In Employer's Exhibit 6 and I have to dig it out

11 here. Sorry, I just got the note. It's the Playland

12 procedures.

13 A Yes.

14 Q There was a section you testified to about breaks and

15 substituting somebody in for breaks.

16 A I don't think I testified to anything about that --

17 Q I think you --

18 A Exhibit.

19 Q Well, maybe we just referred to that section.

20 MS. DAMM: It was actually Kelly.

21 MR. YOUNG: Very good. Okay.

22 Q BY MR. YOUNG: You've heard Kelly's testimony about it.

23 Is that -- to your knowledge, that rule always adhered to that

24 a substitute employee in Playland must have the safety training

25 referred to in the booklet?

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1 A I cannot speak to what happens in the store but yes, if

2 someone is working in Playland they should have the

3 requirements to work in that Playland.

4 Q Okay.

5 A If you're asking me in the stores.

6 Q Yes. Now, you testified as to two of the Grievance

7 you've received about Playland employees working outside

8 Playland.

9 A Yes.

10 Q I'd like to show you what we'll have marked as --

11 MR. YOUNG: How would you mark that, Mr. Hearing Officer,

12 Union 1?

13 HEARING OFFICER SNYDER: Petitioner 1.

14 MR. YOUNG: Okay.

15 Q BY MR. YOUNG: I'll give you a minute to look through

16 those. Does that spark your recollection of other Grievances

17 that have been filed by the union regarding Playland employees?

18 (Petitioner's Exhibit 1 is marked.)

19 A Well, these are Grievances that were filed in 1998. I'm

20 sorry I didn't remember.

21 Q I don't blame you.

22 A In '99 and I don't believe I testified that those were

23 the only Grievances. Those are the ones that I'm aware of.

24 Q Right. One of those letters, at least, has your

25 signature on it. Could you tell us that, that is your

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1 signature and your letter?

2 A Yes.

3 Q Okay. If you read it carefully enough there you saw that

4 at the time the union claim was that CCK employees were working

5 more than just for breaks and lunches. They were actually

6 working scheduled shifts in Playland. You, in your letter,

7 seem to indicate that you thought it was just breaks and

8 lunches. Do you have any knowledge as to that point in time,

9 '98, '99, whether practices were any different than in Playland

10 CCK?

11 MS. DAMM: I have an objection. I don't believe these

12 documents refer to CCK. They refer to CID.

13 MR. YOUNG: Which probably wasn't part of CCK then.

14 You're probably right. Okay. They are now but not then.

15 HEARING OFFICER SNYDER: All right.

16 Q BY MR. YOUNG: I correct the question to CID employees

17 working in Playland, but to your knowledge was there a more

18 liberal application then of the work rule to allow people from

19 CID, I guess it was, to work in Playland for shifts?

20 A I'm not sure I understand the question really. You know

21 I'd have to read these letters here but --

22 Q Yeah, please do. Maybe it'll spark a recollection.

23 A Okay, I've read it. What is the question now?

24 Q Well, the question is -- because it probably did take

25 several forms. Does that spark your recollection of the

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1 situation back in that time period?

2 A I don't have a specific recollection of it. I think they

3 speak for themselves. The union was coming to me saying people

4 were relieving for breaks and lunches in the department. They

5 didn't think that was appropriate and I think I answered that.

6 Q Well, actually they were claiming some Non-Playland

7 employees were working regular shifts in Playland also and you

8 came back saying you thought it was just breaks and lunches.

9 Right?

10 A Well, that's what I said.

11 Q Okay.

12 A And I think I indicated that I didn't recall the specific

13 conversation that was referenced to Mr. Hayes.

14 Q Mr. Hayes, right.

15 A But that -- so, this is what I said.

16 Q All right.

17 A I mean.

18 MR. YOUNG: Without more I would move the admission of

19 Union's Exhibit 1.

20 THE WITNESS: This is what I said.

21 MS. DAMM: No objection other than relevance based on how

22 long ago it was, but other than that, no objection.

23 (Petitioner's Exhibit 1 received into evidence.)

24 HEARING OFFICER SNYDER: All right. Hearing no

25 objection, P-1 is received.

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1 MR. YOUNG: And I have no further questions of this  
2 witness.  
3 HEARING OFFICER SNYDER: I got a couple of questions for  
4 you.  
5 MS. DAMM: Actually before you I just have one clarifying  
6 question based on Finley's.  
7 HEARING OFFICER SNYDER: Uh-huh.  
8 REDIRECT EXAMINATION  
9 Q BY MS. DAMM: Finley asked you, Mr. Young asked you about  
10 when the after-acquired store's language -- that if the union  
11 presents cards then you recognize folks under the Pierce County  
12 Contracts but that's only for classifications covered by those  
13 Contracts. Right?  
14 A Yes.  
15 Q So, they couldn't come to you with, you know, cards from  
16 Playland and expect you to put them under those. Correct?  
17 A Right. We get a list of the employees covered by that  
18 Contract and we match it up with the cards that are presented  
19 and if there's a majority then --  
20 Q Right. I just wanted to clarify because he asked about  
21 non-represented positions more broadly but it's really just the  
22 positions that are historically covered by the Contracts.  
23 A Correct.  
24 Q Right. Okay.  
25 MS. DAMM: That's all I have.

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## EXAMINATION BY COURT

1 HEARING OFFICER SNYDER: So, I think we discussed a  
2 little bit about the nature of the Employer's operations. I  
3 think we were talking about differences between the one-stop  
4 stores and the marketplace stores. I understood -- understand  
5 that you stated there's a difference in terms of the size and  
6 the nature of the products sold. Are there any other  
7 distinctions between the marketplace and one-stop stores?  
8 THE WITNESS: Well, the marketplace stores, because of  
9 their size, do not have CCK.  
10 HEARING OFFICER SNYDER: Okay. All right.  
11 THE WITNESS: In order to have the CCK Contract the store  
12 has to be 100,000 square feet in size plus 50% of the sales  
13 need to be done from general merchandise.  
14 HEARING OFFICER SNYDER: Are there any Playland  
15 Departments in marketplace stores?  
16 THE WITNESS: Oh, none that I'm aware of.  
17 HEARING OFFICER SNYDER: Okay, not in Pierce County?  
18 THE WITNESS: Not in Pierce County.  
19 HEARING OFFICER SNYDER: Approximately how many Playland  
20 employees are there in Pierce County?  
21 THE WITNESS: Fourteen.  
22 HEARING OFFICER SNYDER: Do you know how many at the  
23 University Place store?  
24 THE WITNESS: Three.

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1 HEARING OFFICER SNYDER: I recall you saying there's --  
2 earlier that there's also a Playland at the Tacoma Stevens and  
3 Tacoma Pacific stores. Correct?  
4 THE WITNESS: Correct.  
5 HEARING OFFICER SNYDER: Do you know how many Playland  
6 employees are at each of those stores?  
7 THE WITNESS: I have it in my file. I can't recall up  
8 there. I believe there are three in each.  
9 HEARING OFFICER SNYDER: Three, okay. Are there other  
10 Playland Departments in any other stores in Pierce County?  
11 THE WITNESS: Yeah.  
12 MS. DAMM: We already went through this.  
13 THE WITNESS: Puyallup has one. Sumner has one. Tacoma  
14 Stevens has one. Pacific has one and University Place has one.  
15 There's the five that have them.  
16 HEARING OFFICER SNYDER: Okay. Now, can you talk about --  
17 explain how the Playland Department developed? So, beginning  
18 with when was it first institute in stores?  
19 THE WITNESS: I can't tell you when it first started. It  
20 was an idea that we had because our stores were big to shop and  
21 we felt it would be good for the customers that they could  
22 bring their children in and have them away from them at the  
23 time that they could shop easier and get done quicker. So,  
24 it's a convenience to the shopper. It's been in existence  
25 since I joined it in 1988. So, it was prior to that time. I

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1 don't know exactly when it first started.  
2 HEARING OFFICER SNYDER: All right.  
3 THE WITNESS: A long time ago. Well, relatively a long  
4 time ago, 20 plus years.  
5 HEARING OFFICER SNYDER: Just to clarify, you said the  
6 University Place store opened in 2000. Correct?  
7 THE WITNESS: Yes.  
8 HEARING OFFICER SNYDER: And it was opened with a  
9 Playland Department at that time?  
10 THE WITNESS: Yes.  
11 HEARING OFFICER SNYDER: Follow-up regarding the  
12 discussion of how employees came to be in the CCK Unit. You  
13 spoke briefly about the customer service employees, the  
14 employees that work in the customer service desk. You said  
15 that they were -- prior to the CCK Contract what Contract were  
16 they under?  
17 THE WITNESS: General Merchandise.  
18 HEARING OFFICER SNYDER: And how did they begin under  
19 their -- how did they get under the General Merchandise  
20 Contract initially?  
21 THE WITNESS: When we initially bargained the General  
22 Merchandise Contract they were put in the General Merchandise  
23 Contract probably before there was a CCK Contract.  
24 HEARING OFFICER SNYDER: Right. Right. Do you recall  
25 when you initially that group of employees into the General

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1 Merchandise Contract?

2 THE WITNESS: The customer service people?

3 HEARING OFFICER SNYDER: Correct.

4 THE WITNESS: Into there?

5 HEARING OFFICER SNYDER: In the General Merchandise.

6 MS. DAMM: I'm sorry, is the question in Pierce County or

7 generally?

8 HEARING OFFICER SNYDER: I guess, both generally and in

9 Pierce County if there's a difference.

10 THE WITNESS: I don't have a specific date in mind. I'm

11 guessing that it was around the mid-nineties, early to mid-

12 nineties. Maybe mid-nineties. We approached the union with

13 the fact that we wanted to add that change and add that Unit to

14 the CCK Unit so there could be an interchange of people at the

15 desk and the CCK.

16 HEARING OFFICER SNYDER: Right.

17 THE WITNESS: And we approached the unions. They all

18 agreed. I don't know if one went first or second but they all

19 agreed. We negotiated that the current employees there would

20 have a choice of whether or not they would join the union and

21 be covered by the Contract, and all new people would be covered

22 by the Contract so there was some --

23 HEARING OFFICER SNYDER: Right.

24 THE WITNESS: So, we negotiated it but it was our -- we

25 initiated the --

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1 that way they can work part-time as Teller functions and part-

2 time as CCK.

3 Now, we also talked about the fact that when we hired

4 these people they were not Cashier trained. There were some

5 people that weren't going to be able to be Cashier trained,

6 didn't want to be Cashier trained. So, they would probably not

7 work as many hours as they worked before. All they did was

8 that function. So, we combined that function so we could use

9 people back and forth. We approached the union with that and

10 they said fine.

11 HEARING OFFICER SNYDER: When was this?

12 THE WITNESS: I'm guessing about a year and a-half to two

13 years ago.

14 HEARING OFFICER SNYDER: Okay. Was it done on a

15 Countywide basis, store-by-store basis, how?

16 THE WITNESS: It was done by Bargaining Unit basis.

17 HEARING OFFICER SNYDER: Can you explain that?

18 THE WITNESS: Well, that would be Countywide for those

19 where we had Countywide Contracts and it would be storewide

20 where we had just individual store Contracts.

21 HEARING OFFICER SNYDER: Okay.

22 THE WITNESS: It covered all the stores that had Tellers.

23 HEARING OFFICER SNYDER: Okay. Just to clarify, and to

24 your knowledge have Fred Meyer and the union ever engaged in

25 discussions surrounding and including the Playland employees

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1 HEARING OFFICER SNYDER: Right. I guess my question goes

2 to how did they end up under the General Merchandise Agreement

3 in the first place?

4 THE WITNESS: Originally they were probably organized

5 under the General Merchandise Contract because there wasn't any

6 other. There wasn't a CCK Contract in existence at the time,

7 so that's where the parties agreed to put them.

8 HEARING OFFICER SNYDER: Do you know if it was done on a

9 Countywide basis or any other store-by-store basis?

10 THE WITNESS: No, I don't know.

11 HEARING OFFICER SNYDER: I guess, I would have the same --

12 -- were the Tellers added to the -- the Tellers were added to

13 the CCK Contract in the same way that the customer service

14 folks were. Correct?

15 THE WITNESS: No, not exactly the same way.

16 HEARING OFFICER SNYDER: Okay. Can you explain anything

17 about that?

18 THE WITNESS: I mean when you say -- yeah. The Tellers

19 were added on the basis of we approached and said we wanted to

20 add them to there but it wasn't that they get choices. It was

21 that they were all coming over and going into the CCK Contract.

22 We explained to the union at that time that the duties of

23 the Tellers were being decreased. So, there wasn't a lot of

24 full-time positions available for just Teller work. So, we

25 said we will train some of these people to be CCK Cashiers and

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1 into any Bargaining Unit?

2 THE WITNESS: No, this is the first.

3 HEARING OFFICER SNYDER: Okay. Any other questions?

4 MS. DAMM: No.

5 MR. YOUNG: No.

6 HEARING OFFICER SNYDER: No further questions.

7 MS. DAMM: Can I just take a quick break before my next

8 witness?

9 HEARING OFFICER SNYDER: Off the record.

10 (Off the record.)

11 HEARING OFFICER SNYDER: Back on the record. Ms. Damm,

12 you can call your next witness.

13 MS. DAMM: Actually, we feel like we've presented enough

14 background and now since it is the union's burden it's our view

15 that they ought to put up why they think there's a community of

16 interest and then we'll finish our Case.

17 HEARING OFFICER SNYDER: That's fine. All right.

18 MR. YOUNG: The union would call Laura Cutter.

19 HEARING OFFICER SNYDER: All right. Would you raise your

20 right hand?

21 Whereupon,

22 LAURA CUTTER

23 Was called as a witness herein and having been duly sworn was

24 examined and testified as follows:

25 MR. YOUNG: Would you state your name and address,

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1 please?

2 THE WITNESS: Laura Cutter, 1465 Estate Place, Fircrest,  
3 Washington 98466.

4 DIRECT EXAMINATION

5 Q BY MR. YOUNG: Okay and are you employed?  
6 A I am.  
7 Q And where do you work?  
8 A Fred Meyer, Playland.  
9 Q And how long have you worked there?  
10 A Over six months.  
11 Q Is your rate of pay as reflected in the document we have  
12 here, over the \$7.00.  
13 A \$9.55.  
14 Q \$9.55, that was it. Thanks and you heard testimony about  
15 benefits that come with the job?  
16 A Yes.  
17 Q The health and welfare, is that all accurate to your  
18 knowledge?  
19 A Yes.  
20 Q Okay. What are your own days and hours of work  
21 currently?  
22 A Currently, Wednesday, Friday, Saturday and Sunday 3:00 to  
23 7:00.  
24 Q Okay. Have you, in your time at Fred Meyer, worked other  
25 days or other shifts?

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1 A I've worked, I think like two eight-hour days, which is  
2 11:00 to 7:00 and one other 11:00 to 3:00 or 3:00 to 7:00 I was  
3 scheduled.  
4 Q Okay. What qualifications did the Company require to  
5 hire you?  
6 A Prior childcare activity, background check, drug test,  
7 first-aid, CPR and then airborne like pathogens and like --  
8 Q Airborne pathogens, okay.  
9 A And stuff.  
10 Q Did you have all those qualifications as you applied for  
11 work?  
12 A I had prior childcare experiences before I got hired with  
13 my church and I had did everything else before I was hired,  
14 like the first day I went to work.  
15 Q Through Fred Meyer training?  
16 A Yes.  
17 Q Yes, okay. So, you receive training in all those things  
18 that you said there?  
19 A Yeah.  
20 Q Aside from the previous childcare experience?  
21 A Yeah.  
22 Q How long did that training take?  
23 A We had orientation, which is every new hire has it and  
24 mine I think -- I don't remember the times but it was like  
25 maybe a day and then a half-a-day. And then we had our first

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1 day in the CPR training, which was 9:00 to 1:00, mine was, and  
2 then a buddy scheduled four hours, which is training, on-the-  
3 job training and then we had the Web Based Learning that we had  
4 to do, which was part of our orientation.  
5 Q All right. How long did you stay on the buddy training,  
6 as you called it?  
7 A It was one shift, four hours.  
8 Q Just the one?  
9 A Yeah.  
10 Q Okay. So, you broke it into two things. You did the  
11 orientation type stuff that every Fred Meyer employee gets and  
12 then your own specific training in, I think I heard you say,  
13 first-aid and CPR?  
14 A Yes.  
15 Q And that took from 9:00 to 1:00 in one day.  
16 A Uh-huh.  
17 Q Okay and then the buddy training, which was one four-hour  
18 shift.  
19 A Yes.  
20 Q Okay and was there any other training involved --  
21 Playland employees?  
22 A We had to read the pamphlet, the -- before we -- yeah, on  
23 our buddy.  
24 Q What are the Playland operating hours?  
25 A 11:00 to 7:00.

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1 Q And the store hours at University Place?  
2 A 7:00 to 11:00.  
3 Q Okay. We have the Exhibit here, which shows kind of a  
4 general schematic of the store but I think it would be helpful  
5 if you tell us how big the Playland area is.  
6 A Playland is -- I really can't say. It's kind of from I  
7 want to say the clock, like that but kind of like -- I don't  
8 know how big. I can't really tell you the feet.  
9 Q Okay.  
10 A Foot-by-foot, kind of like from the clock to the wall and  
11 over.  
12 HEARING OFFICER SNYDER: So, how many feet would you say  
13 that is?  
14 THE WITNESS: I really couldn't say.  
15 HEARING OFFICER SNYDER: 25 feet?  
16 THE WITNESS: Yeah. I want to say it's small but it's  
17 big. At the same time it's awkward to say how much it is. I  
18 don't know.  
19 Q BY MR. YOUNG: Okay and how many entrances, how many  
20 doors are there to the area?  
21 A There is two doors for adults, an emergency exit in the  
22 back and the door that we go through, which is the main door in  
23 the front and then there's a little door for children, which is  
24 how we judge what children come in.  
25 Q Uh-huh.

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1 A By height.

2 Q And there was some testimony that the back door, I guess,

3 is locked. Is that right?

4 A The back door is locked and the door we enter is locked

5 from the outside and there's a buzzer that goes off if we go

6 out the door.

7 Q Okay.

8 A So we know if children are escaping.

9 Q Despite the fact that there is a lock on the door, are

10 you allowed to go outside the area during the course of your

11 workday?

12 A Yes.

13 Q Does Playland have its own supplies or supplies it needs

14 to operate?

15 A Yes. We have -- and a vacuum and paper towels.

16 Q Okay and where are those things kept?

17 A In the time management room under a -- right behind the

18 CCK desk in front of the Teller room.

19 Q Okay, the one I was talking about with Ms. Rice?

20 A Right.

21 Q Was that as she described it in terms of where it's

22 located and how you get in?

23 A Yes.

24 Q Okay. How do you order your supplies for Playland?

25 A We go through our HR. We tell -- and then she orders it

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1 for us and then we get it.

2 Q Okay and is she part of the Playland Department or is she

3 part of the general store personnel?

4 A I think just the general store.

5 Q Okay.

6 A Pretty sure.

7 Q How many Playland employees are there working at any

8 given time?

9 A One.

10 Q Just one?

11 A Unless there's a buddy shift going on.

12 Q For training.

13 A For training.

14 Q Do you go anywhere else in the store as part of your job?

15 A Yes, we do get buns in the morning and when we get a buy

16 one, get one free coupon that doesn't have the designated --

17 how much it costs, the retail price on it. We have to go find

18 it and so we have to go out in the store to find the price on

19 the shelf.

20 Q Okay. What kinds of items are these, all kinds?

21 A All kinds.

22 Q In all parts of the store?

23 A Yeah. Well, mainly food and --

24 Q Okay and tell us what is your job with these coupons?

25 A We sort the manufacturer coupons from the Fred Meyer

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1 issued coupons and we throw away the Fred Meyer issued coupons

2 and we put the manufacturer coupons in little clear baggies

3 that zips up and we put them in the pulley slot thing. It's

4 like a bank having to have the thing, like the mailbox type of

5 thing in the time management area when we fill out everything.

6 Q Okay. Is that a regular part of your daily duties?

7 A 11:00 to 3:00 shift.

8 Q Every day you do this coupon work?

9 A Yes.

10 Q Okay. Again, this just relates to a -- and I don't know

11 how you're going to -- relates to the scale of what we're

12 talking about, that little schematic map. How far away is the

13 CCK Department, those registers that it shows there across the

14 aisle from Playland? Can you give us any idea what distance

15 that is?

16 A Like from Playland to the check stand?

17 Q Yeah.

18 A Like the back of the check stand?

19 Q Yes.

20 A A couple of feet. It's not -- like 5 feet. It's not

21 very far at all.

22 Q Okay.

23 A It's right in front of us.

24 Q You better again maybe use landmarks here in this room

25 also when you say 5 feet.

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1 A It's kind of from me to you.

2 Q All right.

3 A Like it's right there.

4 Q Ten feet.

5 A Ten feet, okay. I can't count -- from Playland not from

6 Cashier.

7 Q Yeah, okay. You also heard testimony as to where the

8 time clock is located.

9 A Yes.

10 Q Is that right in your Playland general area there?

11 A It's right outside. We open our door and it's right

12 there, our door.

13 Q And who uses that clock?

14 A I'm pretty sure besides Managers and the Store Director.

15 Q Do you have any job duties connected to the time clock?

16 A Like to check in and check out.

17 Q Well, anything connected with people's pay?

18 A Oh, we give out paychecks on Fridays.

19 Q And what do you do to do that function?

20 A We receive the checks from PIC, which is Person In

21 Charge.

22 Q PIC?

23 A PIC. Did I say it wrong? I did. Person In Charge and

24 we give out the checks accordingly to the name of the person

25 that's requesting the paycheck.

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1 Q Okay. Do they have to do anything to establish that they  
 2 are who they say they are?  
 3 A Normally I'll know who they are because I've worked there  
 4 for six months. I'm pretty much sure I know everyone but their  
 5 nametag says their name as well as if we don't believe them we  
 6 -- the Person In Charge, our Manager, to verify that it's them.  
 7 Q Okay. Again, well is payday the same day for everybody?  
 8 A I'm pretty sure.  
 9 Q Okay. So, this is one day every -- once a week or once  
 10 ever two weeks?  
 11 A And it's Friday, every Friday.  
 12 Q Every Friday.  
 13 A We get paid once a week.  
 14 Q So, you have the checks for everybody. CCK, Grocery?  
 15 A It's just CCK. I'm pretty sure it's just CCK.  
 16 Q Okay.  
 17 A It's just the Cashiers and the customer service desk and  
 18 the PIC's.  
 19 Q Okay.  
 20 A And us.  
 21 Q Describe for us, if you will, what your daily routine is  
 22 in Playland.  
 23 A If you work the 11:00 to 3:00, you get coupons. You go  
 24 find the buy one, get one free's, you sort the manufacturer  
 25 coupons.

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1 Q Hold on. Let me stop you. What was that last thing?  
 2 You go get the what?  
 3 A You find the price of the buy one, get one free coupon.  
 4 Q Oh, I see -- the coupon.  
 5 A And you put that one, the manufacture coupon, and the  
 6 rewards coupons in separate baggies and then you put them away,  
 7 and you don't have to do them right away if you get kids and  
 8 you have to play with them, if they're needy -- like if they  
 9 want your attention it's okay if you don't do them right away  
 10 but I always try to do it as fast as I can so that way I have  
 11 more attention with my kids.  
 12 And then as children come in, which is on the 9:00 to  
 13 7:00, we usually have five to eight or more kids because it's  
 14 more popular to have them in the morning than at night we find,  
 15 and we sign them in. We ask them their last name.  
 16 We look in our file cabinet, pull their file card out,  
 17 have them sign in, give them their bracelet numbers. We record  
 18 the bracelet numbers. We put the time that they're due back,  
 19 which is an hour from the time they sign in on their bracelet  
 20 so they know. And we have them sign in their signature and  
 21 when they sign out we remove the bracelets and have them  
 22 initialed.  
 23 But if it's a new person we have them read the -- fill  
 24 out a whole new paper, which on the front has the rules of  
 25 Playland and we have them read it and initial and you flip it

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1 over, on the other side it's cut into two halves and one is the  
 2 file, the recording of how many times you come in. The other  
 3 one is the name, the address, the license, the ID number and  
 4 all that great stuff and how many kids are registering and  
 5 their names and ages and their signature.  
 6 Q What do the kids while they're under your care?  
 7 A Color. We play blocks. We build things. We play games,  
 8 watch movies. It's pretty much what the kids want to do. It's  
 9 their free time.  
 10 Q Whichever movie the kid wants to see?  
 11 A Well, normally if there's only one we will change it. If  
 12 they're afraid of a part of a movie or fast-forward it because  
 13 some kids don't like Cruelladeville. It scares them. So, we  
 14 have to change the movie sometimes if they get like a little  
 15 fussy over it but most of the time we put the movie in and the  
 16 kids will watch it. They don't have a problem with it usually  
 17 because they're all related G.  
 18 Q Cruelladeville scares me, too. But where do you get the  
 19 movies?  
 20 A When I got there, there were some there. I know that --  
 21 I want to say Kate has got a movie from the Electronics  
 22 Department and she's just written it off with the permission of  
 23 the Manager or PIC.

HEARING OFFICER SNYDER: I'm sorry. Who's that?

THE WITNESS: Kate.

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1 HEARING OFFICER SNYDER: Kate.  
 2 THE WITNESS: Is another former -- she's the first --  
 3 she's a new partner in --  
 4 HEARING OFFICER SNYDER: Okay. Do you know what her last  
 5 name?  
 6 THE WITNESS: Crader.  
 7 HEARING OFFICER SNYDER: Okay, Crader. She also works in  
 8 Playland?  
 9 THE WITNESS: She works in Playland and then there's  
 10 Arlene, too.  
 11 HEARING OFFICER SNYDER: Arlene. What's Arlene's last  
 12 name?  
 13 THE WITNESS: Bachman.  
 14 HEARING OFFICER SNYDER: Thank you.  
 15 MR. YOUNG: We have than on that exhibit that shows the  
 16 three of their details.  
 17 HEARING OFFICER SNYDER: All right.  
 18 Q BY MR. YOUNG: If a kid has a problem and the parent I  
 19 presume is in the store --  
 20 A Yes.  
 21 Q What do you do?  
 22 A We do an all-store page, which is 1810 on our phone and  
 23 we just say the parent's name, please come to Playland, the  
 24 parent's name, please come to Playland, thank you loud enough  
 25 so anyone like -- wherever the parent is in the store can hear

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1 us and we try that about every five minutes until they come.

2 Q Do employees outside Playland, CCK employees, use that

3 same intercom system?

4 A Yeah. Anyone can use it inside of the store, any

5 department.

6 Q Are there any other tools you use that are also used by

7 CCK employees?

8 A We use the paper towels. We use the room that everything

9 is store in. We use the vacuum. We use the parcels, if

10 needed. We use clock in. We use the break room, the locker

11 room.

12 Q Okay. What do you have to do to get to use the vacuum?

13 A We have to just go into the room and get it and use it.

14 Q Okay.

15 A To clean every night.

16 Q Where are the paper towels located that you use?

17 A We have paper towels in our Playland but if we run out we

18 have to go over there in the time management room or whatever

19 it's called and see if they have it in the parcel wheely-thing

20 that has all their supplies on it.

21 Q Okay.

22 A And if there's not, we have to ask permission to write

23 some off and then we write some off and we put them in there

24 and we take like one or two and put them in Playland.

25 Q Are there periods of time when you're on duty and there

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1 are no kids in Playland?

2 A Yes.

3 Q What do you do in those intervals?

4 A We usually try to decorate our wall because we do themes

5 on our store and sometimes we do paperwork.

6 Q What kind of paperwork?

7 A We have our charts that we are -- what are they called?

8 Art records and they expire every six months. So, we go

9 through them when the month that they're expiring is coming up

10 and we pull the ones that have expired already and we put them

11 in piles and hide them underneath our desk for another six

12 months.

13 Q These are Playland --

14 A Playland.

15 Q Records?

16 A Yes.

17 Q Okay. Do you do any paperwork with regard to other

18 departments like CCK?

19 A The 11:00 to 3:00 people usually do the 15-minute charts.

20 Q What are those?

21 A They are pretty much the schedule for the next week.

22 Q For whom?

23 A For the CCK Department.

24 Q And what do you do with those charts?

25 A Pretty much color code it.

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1 Q Color code it to do what?

2 A Blue is the first two lines, which I think is the -- and

3 the Managers or something and they're just blue. The keys are

4 blue. I don't know what they mean. We have a certain amount

5 of Cashiers that are supposed to work at a certain time and

6 they're located on the top and then directly under it you have

7 to do black for each 15-minute that's required and four is an

8 hour, of course, and you do that, that way. And anything that

9 you don't mark on black, you do red and on bottom the -- are

10 blue.

11 Q What do you do with the chart when you're done with it?

12 A We call Camber over and Amber has to sign them off and

13 then give them to Jay.

14 Q And who is Amber and who is Jay?

15 A Amber is the Assistant Manager, I believe. She's the

16 head PIC and then Jay is the Manager.

17 Q What department?

18 A CCK.

19 Q Both of them?

20 A Customer -- yeah.

21 Q Yeah, okay. Do you have any other duties outside of

22 Playland when there are no kids?

23 A Sometimes we clear off the back ends and before I got --

24 like before I got there they started to do the bathrooms -- 15

25 minutes, every 15 minutes and then that stopped a couple of

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1 weeks after I got there. I think there was a Grievance that

2 was involved and so we stopped and we were just like just

3 Playland people for a while. And then I called the parcels

4 over. Sometimes when the back ends are looking the way they

5 should not look and like if there's totes on them and carts by

6 them and carts in front of my desk and whatever we need them to

7 do, just call and ask them to clear it off.

8 Q Okay. Now, you started off saying you're clearing off

9 the back ends. You need to translate.

10 A The back ends of the check stand are the things that

11 people want -- that don't want to check out with, so they're

12 called go-backs and there's totes there and so pretty much when

13 we do, do the go-backs we grab a cart and put the totes in them

14 and put the food, the non-perishables in the cart also and the

15 perishables, we have to take back to the thing before they

16 periah -- makes sense and then go to the customer service desk

17 and underneath the desk there's four, I think, four or five

18 little crates that stand for each store group, like there's

19 HABA or Grocery or Apparel, I think Home too, and so we put the

20 designated food or items in those boxes and then put the totes

21 way.

22 Q Okay. Do all of the go-backs go into these baskets that

23 you described or do you ever take the goods --

24 A We take --

25 Q Returned right back to the shelves?

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1 A We take the parcels, not parcels, the perishables back  
2 before they perish and we also put the flowers back because  
3 there's not a designated spot for them at the desk. So, if  
4 someone buys a bouquet of flowers we go to the person that  
5 works at the Flower Department over there by the door and have  
6 them put that back.

7 Q Okay and just for clarification, all these items you're  
8 talking about are at the CCK registers. Is that right?

9 A Yes.

10 Q When you're out and about in the store outside of  
11 Playland do you have any contact with the customers?

12 A When I do coupons I'm quite often frequently asked where  
13 is that, where is that? So, we have to go help them find it  
14 and provide good customer service and when we go on our breaks  
15 we'll usually be asked about something and do the same.

16 Q Okay. Have you or other Playland employees ever done any  
17 bagging at the CCK registers?

18 A I have but it's only in case of a severe emergency, as we  
19 would say because no one wanted me to get in trouble or them to  
20 get in trouble. So, I think I've bagged like three times max.

21 Q That you were asked to do that by a Manager?

22 A Yes.

23 Q Now, you mentioned -- and I wanted to have you again sort  
24 of translate. It sounded like you were keeping an eye on the  
25 CCK registers and if -- you said a parcel or a courtesy clerk

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1 were needed then you would summon them. Is that right?

2 A Yes, but I didn't need to, I chose to.

3 Q Okay and you mentioned this bathroom cleaning. What's  
4 involved in the bathrooms?

5 A We check the -- when I first started we checked the  
6 bathrooms every 15 minutes if we could unless we had a child or  
7 children.

8 Q Right.

9 A And every hour it's kind of grouped into, I want to say -  
10 - I haven't looked in a while. I want to say two hours. It's  
11 like visual instruction and then like cleaning every hour, like  
12 every other hour everything. Like 11:00 you would go and see  
13 if everything looked okay and if it wasn't then you would clean  
14 up the sink or wipe off the floor, see if toilet paper needed  
15 refilled or the sanitation little seat covers.

16 Q Were other employees also supposed to be doing the same  
17 function, other than Playland employees?

18 A I think parcels. Parcels I think now do it and if  
19 there's a clog or something then the Person In Charge has to do  
20 it because they're not allowed to.

21 Q Okay.

22 HEARING OFFICER SNYDER: Just real quick to clarify, what  
23 do you mean when you say parcels?

24 THE WITNESS: Parcels are Grocery Clerks. They are  
25 people collecting the carts.

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1 HEARING OFFICER SNYDER: Thank you.

2 Q BY MR. YOUNG: At the time it was being done was there  
3 cleaning outside of the bathroom, any other areas of the store  
4 that Playland employees were doing?

5 A I don't think so.

6 Q Okay. Aside from meeting customers when they're dropping  
7 off or picking up their kids obviously or on the sales floor as  
8 you described when you're doing coupons or go-backs or  
9 whatever, do you have any other contact with customers?

10 A Sometimes they'll come to me thinking that I'm someone  
11 that knows the whole entire store and I can just tell them  
12 where something is and a lot of times I don't know where  
13 everything is, like I don't know where the fingernail clippers  
14 are. I have to go ask someone and go find them with them but I  
15 will go out of my Playland and help them find it, just give  
16 good customer service if I don't have children because I can if  
17 I have customer service. I'll have to call someone over and  
18 have them help them.

19 Q Okay. Do you have any special duties during holiday  
20 periods?

21 A I know last year I was scheduled to help with the six-  
22 hour sale, which is the day after Thanksgiving sale and I just  
23 gave out coffee, showed people that donuts were available.

24 Q And where was that function performed?

25 A Right on the delivery side of the store right in front of

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1 the lobby.

2 Q Okay, the main entrance of the store?

3 A In the main entrance, one of the main entrances, there's  
4 two.

5 Q Where do you take your breaks and lunches if you have a  
6 lunch?

7 A The break room, which is in the back of the store with  
8 everyone else.

9 Q Okay. Are there other employees there when you are?

10 A Most of the time.

11 Q What departments are they from?

12 A Everything.

13 Q Okay. How many employees are typically there when you  
14 are in the break room?

15 A I usually get my breaks when everyone else is on their  
16 break, so I want to say at least 15 because there's the whole  
17 and then the couch is usually filled too.

18 Q Okay. Do you interact with these employees from other  
19 departments?

20 A Yes.

21 Q Who fills in for you during the breaks you take?

22 A If I have children I have to call a Person In Charge or  
23 Jay to come and fill in for me but if I don't I can just tell  
24 them I'm going and come back in 10 minutes and open the store  
25 again, the Playland.

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1 Q Do you have any other informal contact with employees  
2 when you're not in the break room?  
3 A Sometimes we'll chat while they're waiting to clock on,  
4 or clocking off or coming back from break, or waiting for lunch  
5 or come back off from lunch.  
6 Q Who is your Supervisor as a Playland employee?  
7 A Jay.  
8 Q Anybody else in between you and Jay?  
9 A No, not that I know of.  
10 Q Okay.  
11 HEARING OFFICER SNYDER: Do you know Jay's last name?  
12 THE WITNESS: Tinnerstet, I'm pretty sure. I'm not  
13 completely sure.  
14 Q BY MR. YOUNG: For the Court Reporter's benefit I don't  
15 know whether you can spell it. Maybe we can - if Jay is still  
16 here he can spell it.  
17 A Yes, he's there.  
18 MR. YOUNG: I know you had it wrong.  
19 MR. TINNERSSTET: Do you want the spelling?  
20 MR. YOUNG: Please.  
21 MR. TINNERSSTET: T-i-n-n-e-r-s-t-e-t.  
22 MR. YOUNG: Thank you.  
23 MS. DAMM: Once more.  
24 HEARING OFFICER SNYDER: Huh?  
25 MR. YOUNG: Once more.

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1 THE WITNESS: One more spelling again.  
2 MR. TINNERSSTET: T-i-n-n-e-r-s-t-e-t. First name is Jay,  
3 J-a-y.  
4 MS. DAMM: J-a-y? Jay?  
5 MR. YOUNG: Who's talking? The fellow in the back row.  
6 MS. DAMM: Thank you.  
7 Q BY MR. YOUNG: Okay. Who does the scheduling for  
8 Playland?  
9 A Jay.  
10 Q And when you see your schedule where do you see your  
11 schedule posted?  
12 A It's posted -- the rest of the CCK in the room in front  
13 of the Tellers room behind the CCK desk on the wall.  
14 Q Are there different schedules for different departments?  
15 A I think so.  
16 Q Okay. So, the Playland is?  
17 A Is under CCK.  
18 Q Under CCK.  
19 A On a separate page, just like there's Cashiers and  
20 Managers and Parcels. We all have our own --  
21 Q Okay. Who is it you contact when you're sick or  
22 otherwise unable to work a shift?  
23 A Amber, Christine, which is another Person In Charge or  
24 Jay.  
25 Q And all those people are in the CCK Department?

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1 A Yes.  
2 Q When there is a problem in Playland with a kid or a kid's  
3 parent or an upset customer or whatever who are you doing to  
4 call?  
5 A Amber or Jay.  
6 Q Okay. What uniform do you wear working in Playland?  
7 A The same as Cashier's, white shirt, black pants, your  
8 polo that you can buy. You don't have to buy but you can buy,  
9 which is a Fred Meyer issued one and khaki pants or black pants  
10 with that.  
11 Q Any difference whatsoever that you know of between your  
12 area's attire requirements and CCK's?  
13 A No.  
14 Q Is there any difference between yours and say an Apparel  
15 line employee's?  
16 A Yes.  
17 Q What would that be?  
18 A Apparel's do not have to wear white and black or a polo  
19 and khaki. I've seen them wear pretty much a nicer type of  
20 uniform.  
21 Q Do you have a nametag?  
22 A I do.  
23 Q And what information does it have on it?  
24 A Serving Fred Meyer since the year that you started, which  
25 is 2008 for me and my name and then Fred Meyer on the bottom.

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1 Q Okay. Is there any difference between your nametag and  
2 the nametag of a CCK employee?  
3 A I do not believe so.  
4 Q Does it say Playland anywhere on your nametag?  
5 A No.  
6 Q If you wanted to get a job in CCK Proper, would you have  
7 any advantage over a person off the street?  
8 A Anyone does that works at Fred Meyers. We -- in our  
9 breakroom, we have a list of upcoming -- or not really  
10 upcoming, up -- like positions that are open and we have  
11 advantage over the average Joe off the street. We have first  
12 come, first serve compared to them  
13 Q Okay.  
14 MR. YOUNG: I don't have any further questions. Thank  
15 you.  
16 THE WITNESS: You're welcome.  
17 MS. DAMM: Can I have about five minutes?  
18 HEARING OFFICER SNYDER: Sure. Go off the record please.  
19 (Off the record)  
20 MS. DAMM: Okay.  
21 CROSS-EXAMINATION  
22 Q BY MS. DAMM: You testified about the first day in CPR  
23 training and airborne pathogens training that you received.  
24 You had to do that before you started working --  
25 A Yes.

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1 Q -- in Playland, right? Okay. And you indicated that  
 2 you're allowed to go outside of your work area, right?  
 3 A Yes.  
 4 Q But not while children are present, right?  
 5 A No, not while children are there. If we don't have  
 6 children, we're allowed to leave.  
 7 Q Okay. But if the kids are there, you have to stay?  
 8 A We have to stay, yes.  
 9 Q Okay. And you're not trained to be a cashier?  
 10 A No, I'm not.  
 11 Q And you're not trained for the customer service desk?  
 12 A No.  
 13 Q Okay, okay. And you said that you give out checks.  
 14 A Yes.  
 15 Q Where do you keep those?  
 16 A In our drawer, which is kind of like under lock and key  
 17 because our door's locked, nobody can get in from the outside.  
 18 But our drawer, itself, isn't under lock and key.  
 19 Q Okay.  
 20 A No kind of lock on the drawer.  
 21 Q Okay. And you said that the movies come from the  
 22 electronics department?  
 23 A I know one has.  
 24 Q Okay.  
 25 A And we're -- I've brought movies from home, but I have to

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1 verify through Jay that they are rated G and they're in  
 2 condition and they all are ethically okay.  
 3 Q So that's your job as a Playland attendant, to make sure  
 4 that they're appropriate --  
 5 A Yes.  
 6 Q -- for the children? Okay. And does anybody else have  
 7 that responsibility to make sure your movies are appropriate  
 8 for the kids?  
 9 A Jay has -- he won't allow -- you know, they can't be PG,  
 10 they have to be G.  
 11 Q That's your manager?  
 12 A Yes.  
 13 Q Okay. But anybody besides the Playland attendants and  
 14 him?  
 15 A I don't think so.  
 16 Q Okay. And are you trained to do the accounting job in  
 17 CCK?  
 18 A No.  
 19 Q Okay. And you testified that Jay's title is manager of  
 20 CCK. Isn't it actually manager of customer service?  
 21 A Yeah, yes.  
 22 Q Okay. So, can you just describe generally, you know, what  
 23 your day is like when you have kids there and what your  
 24 responsibilities are with the kids?  
 25 A Well, since I now work 3:00 to 7:00, I take over from

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1 whatever kids Arlene or Kate has --  
 2 Q Um hum.  
 3 A -- in the early shift. I play with them, color with them,  
 4 play games, watch movies; if it's Friday, give out checks;  
 5 clean up after -- we usually start cleaning up around 9:50.  
 6 9:45, depends if we have children -- I mean, 6:50, 6:55. It  
 7 depends if we have kids or not. We're allowed to have kids up  
 8 until 7:00, so we will usually page them at like :55 --  
 9 Q Okay.  
 10 A -- saying, "Come to Playland, we are closing," type of  
 11 thing.  
 12 Q Um hum.  
 13 A And we spray everything down with Sani-Q, which is our  
 14 cleaning supply that we are given, and vacuum everything, put  
 15 all the toys away, look for broken items. If they are broken,  
 16 record them -- we write notes to each other in our drawer and  
 17 we tell a manager that it's broken and we need a new one type  
 18 of thing. And then he'll have us write it off, as if our --  
 19 anyone else needs to write something off.  
 20 Q Okay.  
 21 A And then if it's Friday, give the checks to PIC and then  
 22 give the keys away to PIC and clock out.  
 23 Q Okay. If you still have checks left on Friday, you give  
 24 them back to the PIC?  
 25 A Yes, because I have to lock them up in the safe.

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1 Q Okay. Do you have Employer Exhibit 6 in front of you?  
 2 A Yes.  
 3 Q And did you have to read this before you started working  
 4 in Playland?  
 5 A Yes, we had to before a buggy training session.  
 6 Q Okay. And so you can only admit children of a certain  
 7 size, right?  
 8 A Certain size and age.  
 9 Q And age? Okay.  
 10 A According to their grade level. We can accept children  
 11 from two to pretty much five or six. It goes from two to  
 12 kindergarten. And if they are in kindergarten, they can come  
 13 in two times. And they get graduated, they get a coloring book  
 14 and a certification type of thing, like -- I don't know what  
 15 the word's called. I'm forgetting it, but it's like a little  
 16 paper thing, you graduated, and they can put it on the wall and  
 17 stuff.  
 18 Q Okay. And do you fill those out for them?  
 19 A Yes.  
 20 Q Okay. And what kind of information is on them?  
 21 A Just their name and that's your graduated type of thing.  
 22 Q Okay. And you don't administer any medication?  
 23 A No, we do not, no.  
 24 Q That's prohibited, right?  
 25 A Yes.

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1 Q Have you ever had parents ask you to do that?  
 2 A No.  
 3 Q Okay. How do the -- do you go through the Playland rules  
 4 with the parents when they come in?  
 5 A Yes.  
 6 Q And what kind of rules do you have to go through with  
 7 them?  
 8 A There's a list -- I should've brought one in. But there's  
 9 a list that -- I think there's like 14 rules and they're on  
 10 front of our desk too, big, huge letters.  
 11 Q Okay.  
 12 A So people who are like checking out can see them. And no  
 13 pacifiers, no bottles, clothes must be worn at all times, shoes  
 14 must be kept on, no food, no outside toys. You can't bring --  
 15 like say you went and bought something and you want to bring it  
 16 in, you can't. You have to leave it with the parent. You have  
 17 to keep your coats on, or leave it with the parent.  
 18 It's an hour. You have to be able to fit underneath of  
 19 our door without slouching or scrunching down. You have to be  
 20 from two to kindergarten, as we said earlier. And that's  
 21 pretty much the main ones.  
 22 Q Okay. And if you'll look page 3-5 of Employer Exhibit 6 -  
 23 -  
 24 A What -5?  
 25 Q 3-5.

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1 A Okay. Yes, there it is.  
 2 Q Is that the form?  
 3 A It is, but it's front and back.  
 4 Q Okay. So the front is the rules and you go over that with  
 5 the parents so they understand it?  
 6 A And they have to initial.  
 7 Q They initial it, okay. And then this information on the  
 8 back, do you fill that out?  
 9 A They fill -- the top part, it says Fred Meyer Playland,  
 10 they fill that out and then they sign it. And we verify their  
 11 driver's license number with --  
 12 Q Okay.  
 13 A -- their driver's license. And if they don't have it,  
 14 they can't bring their child in because we can't --  
 15 Q If they don't have a driver's license?  
 16 A You can't verify that they're their child and all that  
 17 stuff. And then on the bottom, as I said before, we have  
 18 bracelets. We keep the stubs and you write down the bracelet  
 19 numbers, give the parent one, the child one or children one,  
 20 and you have the parents write their children's name, they  
 21 sign. We put the time and the date. They go away for an hour,  
 22 they come back with the time that they leave, and they sign  
 23 their initials.  
 24 Q Okay. Have you ever had somebody come back without a  
 25 bracelet?

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1 A That's never happened to me, but I don't -- I think it's  
 2 happened to another employee before. And we have to call a  
 3 manager over and they have to -- they take care of that. I've  
 4 never seen it happen, so I really don't know what happens.  
 5 Q But you know that you can't release a kid --  
 6 A I know I cannot release a child --  
 7 Q -- without a bracelet, right?  
 8 A -- to them because we can't verify that they're theirs.  
 9 Q Right, okay. And so you'd get somebody to help you with  
 10 that because that's kind of a big deal?  
 11 A Yes, major deal.  
 12 Q Okay. Have you ever had any child be injured?  
 13 A I've never, and I don't think anyone else has either, not  
 14 that I know of.  
 15 Q Do you know what you're supposed to do in that case?  
 16 A Follow the first aid and CPR thing that you were trained  
 17 to do.  
 18 Q And can you just kind of give us a sense of what the first  
 19 aid and CPR training is that you received?  
 20 A You have some glass falls on you, you learn how to take  
 21 care of it. Something is piercing through you, you know how to  
 22 take care of it. If someone's choking, the Heimlich, finger  
 23 sweep, all that great stuff.  
 24 Q I don't mean it to be attached, I'm just --  
 25 A I'm just trying to remember everything. That's like the

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1 main stuff, the stuff that everyone should know --  
 2 Q Okay.  
 3 A -- how to deal with. And CPR, of course.  
 4 Q CPR. And the CPR training is just the chest compressions?  
 5 A It changes, it's back swings and chest compressions, and  
 6 we were trained on adults, children, and infants.  
 7 Q Okay. And you talked about doing the bathroom checks and  
 8 cleaning.  
 9 A Yes.  
 10 Q You don't do that anymore?  
 11 A No, we don't.  
 12 Q Okay. You said that was when you started?  
 13 A It was like two weeks. It stopped afterwards.  
 14 Q Okay.  
 15 A I think it's two weeks, maybe more, I'm not sure.  
 16 HEARING OFFICER SNYDER: That's two weeks after you were  
 17 hired?  
 18 THE WITNESS: Yes, it stopped.  
 19 Q And you said that bagging you only do in cases of  
 20 emergency, and you've done it three times max --  
 21 A Yes.  
 22 Q -- since you've been there? And isn't it true that in  
 23 those types of situations, there's all kinds of people helping  
 24 out?  
 25 A Yes.

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1 Q And that would be managers and --  
 2 A Yes, everyone.  
 3 Q -- everybody comes and helps in the store? Okay. You  
 4 talked about, you know, a customer coming and asking you a  
 5 question when you're walking around, but it happens to  
 6 everybody --  
 7 A Yes.  
 8 Q -- who works at Fred Meyer, right? And everybody's  
 9 expected to help them?  
 10 A Yes.  
 11 Q Okay. Even if it's not in your particular area?  
 12 A Yes.  
 13 Q Do you know if you -- have you taken a vacation since  
 14 you've been there?  
 15 A I have not.  
 16 Q Has anybody, any of the other folks in Playland?  
 17 A I do not think so.  
 18 Q Okay. So you don't --  
 19 A Well, I know Arlene had a death in the family and she  
 20 took, I think, the week off.  
 21 Q Okay. Do you recall who covered that time?  
 22 A I did.  
 23 Q You did?  
 24 A Yes.  
 25 Q Okay. And you talked about the uniforms being the same as

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1 cashiers.  
 2 A Yes.  
 3 Q It's also the same as people who work in grocery and  
 4 people who work in the home department?  
 5 A Just different aprons, for like produce, you have the  
 6 green one and we have black ones.  
 7 Q Okay. And the home department?  
 8 A Same.  
 9 Q It has the same uniform as you? Okay. Anybody else have  
 10 the same uniform?  
 11 A Managers, I'm pretty sure.  
 12 Q Okay. Basically everybody has --  
 13 A Everyone besides apparel.  
 14 Q -- the same uniform, right, except for apparel?  
 15 A Yes.  
 16 Q Okay.  
 17 A And meat has a different -- they have the coat.  
 18 Q Okay.  
 19 A Yeah.  
 20 Q Right. And the nametags? Pretty much everybody has the  
 21 same nametags?  
 22 A Besides managers, yes.  
 23 Q Besides managers. But everybody else who works in the  
 24 store besides managers has the same nametags?  
 25 A Yes. I think apparel says apparel, though.

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1 Q Okay. Pretty sure?  
 2 A I don't know.  
 3 Q Okay.  
 4 MS. DAMM: I don't have any other questions. Thanks.  
 5 HEARING OFFICER SNYDER: All right. So, I have a couple  
 6 of questions for you.  
 7 COURT EXAMINATION  
 8 Q BY HEARING OFFICER SNYDER: Going back to the training --  
 9 A The training, yes.  
 10 Q Um hum. You talked about the airborne pathogen training.  
 11 A Yes.  
 12 Q Can you explain that a bit? So what is it?  
 13 A It's -- it's part of our training that we all had. It's  
 14 kind of like if there's chemicals or something, we have to know  
 15 who to call. They have to be a certain type of certification  
 16 type of thing, and we call them and they come over and take  
 17 care of it. And there's certain designated areas in the back  
 18 that you put things, like radioactive and all these other  
 19 things.  
 20 Q Okay. Who receives that training?  
 21 A I think managers and --  
 22 Q The airborne pathogen training?  
 23 A -- us, I guess. I'm not sure. People in the back.  
 24 Q So, I mean, other than -- do employees other than Playland  
 25 employees receive the training?

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1 A Yes.  
 2 Q Okay.  
 3 A A couple of them I know has -- like the people -- the  
 4 managers of the food and managers of the other places have it  
 5 too --  
 6 Q Okay.  
 7 A -- because it's back there and they should -- I'm for sure  
 8 they have it.  
 9 Q Okay. Do you know if any CCK employees ever received that  
 10 training?  
 11 A I don't know.  
 12 Q And then you also talked about there's a new employee  
 13 orientation.  
 14 A Yes.  
 15 Q What does that entail?  
 16 A You pretty much do a shift with a person that's working  
 17 currently in that position and they go over what you need to  
 18 do, how to do it, what you're not allowed to do, everything  
 19 that your job entails.  
 20 Q Okay. Does the new -- so when you did your new employee  
 21 orientation, who did you I guess train with?  
 22 A I did Arlene. She was my buddy partner. But before that,  
 23 we did the orientation that everyone else does. So it's with  
 24 our HR and all the new hires go up to -- we do it in a pair a  
 25 lot and we're shown the videos, we do the web based learning

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1 things, and the other one. I don't know what it's called.

2 Q Okay. So all employees -- I mean, is this all new hires -

3 -

4 A Yeah.

5 Q -- go through that same training?

6 A Yes.

7 Q And then you've got another training --

8 A Which is the buddy --

9 Q -- that's specific to the Playland?

10 A The cashiers do a training with another cashier too.

11 Q Okay.

12 A I've seen that before.

13 Q Okay. All right, so then in terms of your daily routine,

14 you said that you sort coupons in the morning. How long does

15 that take?

16 A For me?

17 Q Generally.

18 A Half hour.

19 Q Okay. And then do you -- I mean, is this something you do

20 every shift or is it just specific shifts?

21 A It's morning shifts and if -- I forgot to mention, if the

22 person that worked the morning shift, when you come in at the

23 evening shift, hasn't finished, you finish it.

24 Q Okay.

25 A Like if she's had kids the whole time and she hasn't been

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1 able to do anything, if she put the full sign the whole entire

2 time, then you have to finish it because she's going home.

3 Q Right. And the morning shift is what to what?

4 A 11:00 to 3:00, and evenings are 3:00 to 7:00. It's just

5 cut in half.

6 Q Okay, all right. And so once you sort the coupons, where

7 do they go again?

8 A The room -- in front the teller room and behind and the

9 CCK desk. I always forget what it's called.

10 Q Okay. And what do they do? I mean, so the coupons go

11 there. What's the purpose of putting them there?

12 A I think it's just so the manufacturer coupons can see what

13 coupons are being used, I'm not sure. I don't think I was told

14 that.

15 Q Okay. So these are coupons --

16 A I just know I was supposed to do the coupons.

17 Q -- that have already come in from customers that customers

18 --

19 A They have already been used.

20 Q -- have used. Okay.

21 A They're from the check stands.

22 Q Okay. So, who gives you the coupons?

23 A They're there when I get there.

24 Q Okay.

25 A So, I guess the PIC from the night before puts it on our

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1 desk. I'm assuming, I don't know for sure.

2 Q Okay. And then in terms of -- so you do -- you said you

3 do that when you don't have kids, correct?

4 A The coupons?

5 Q Right.

6 A You can do it while you have kids if you can multitask.

7 Q Okay, all right. What percentage of the time are there no

8 kids in Playland?

9 A I really cannot say, it changes daily.

10 Q Okay. So, thinking of this over the course of the six

11 months that you've worked there, is it an hour out of a four-

12 hour shift, ten minutes?

13 A There could be days that you don't have any kids the whole

14 -- both shifts. It just depends on if kids come in.

15 Q Okay. How often does that happen that you --

16 A That there are no kids?

17 Q Um hum.

18 A I think I've had like maybe eight days that I've had like

19 no kids on my shift.

20 Q Okay.

21 A I can't vouch for other people's, though.

22 Q Right, right. Okay.

23 A But in the morning, we do get -- we put the full sign up a

24 lot more than what we do at evening.

25 Q What's full?

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1 A Full is eight kids.

2 Q Okay.

3 A That's our ratio, one to eight.

4 Q Okay. So again, talking about just the percentage of time

5 that you don't have any kids --

6 A It's so hard to say.

7 Q -- or -- so, thinking of one shift, I mean, is it less

8 than an hour out of one shift on average?

9 A On average, I guess so.

10 Q Less than an hour?

11 A Less than an hour to an hour, I guess because normally you

12 do have kids.

13 Q Okay. So would it be more than 30 minutes?

14 A Yeah.

15 Q Okay. So, between 30 minutes and 45 minutes?

16 A It --

17 Q Or more than that?

18 A I want to say 45 to an hour. It just -- it depends on the

19 day and --

20 Q Right.

21 A -- the number of kids you're receiving at the same point

22 because you can have eight kids at one time, and then three of

23 them will go and four more -- like three more will come in and

24 you can't really say how many kids you will have that day.

25 Q All right.

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1 A So I can't say how many -- how long I don't have kids --

2 Q Okay.

3 A -- because it could be five minutes.

4 Q Right, right. Okay. So, then during those -- during the

5 periods that you don't have kids, can you go through again --

6 I'm sorry to make you repeat yourself.

7 A That's okay.

8 Q What do you do during those -- during that time?

9 A Lately, I have been decorating my wall.

10 Q Okay.

11 A And making the coloring pages, sorting through our charts

12 type of thing, our little papers that it showed that we -- the

13 initials and the -- how many kids we get that day type of

14 thing. And for awhile, we had to write down how many kids we

15 got, what time they were and then -- for a week, we did that

16 just so Jay can try to see when we don't have kids --

17 Q Okay.

18 A -- which it doesn't really work that way.

19 Q All right. You said you also hand out paychecks on

20 Fridays.

21 A Yes.

22 Q How long does it take to hand out paychecks?

23 A They come randomly.

24 Q So you stay in -- or how does that work? You stay in

25 Playland and people come in to pick them up, or do you go out

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1 and hand them out?

2 A I stay in Playland, they have to stay in Playland.

3 Q Okay.

4 A And if I go on break, I have to give them to a PIC.

5 Q Okay.

6 A Person in charge.

7 Q Right. So, just so I have this straight, the employees

8 that -- whose paychecks you have, they come into Playland to

9 pick them up?

10 A They come to Playland. No one else is allowed in Playland

11 besides the person that's relieving us and the children and us.

12 Q Okay, okay. So how do you get -- if they can't come into

13 the room, how do the people get the checks?

14 A There's a desk and we have a drawer, say here, and we just

15 hand them over the counter.

16 Q Okay.

17 A There's a huge open area, it's not all glassed in. We're

18 not sealed in there.

19 Q And then can you explain these 15-minute charts a little

20 bit more? I'm not quite sure I understand.

21 A It's pretty much the schedule for the next week.

22 Q For which employees?

23 A All CCK.

24 Q Okay.

25 A So partials, cashiers, customer service desk, and managers

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1 and PIC's.

2 Q So who gives you the 15-minute charts?

3 A Jay.

4 Q Okay.

5 A Or the PIC --

6 Q Okay.

7 A -- who gets it from Jay.

8 Q And then what's on the charts when you get them? It's

9 just everybody's schedule -- weekly schedule?

10 A Everyone's schedule.

11 Q Okay.

12 A And like the blacks or what needs to be done at that time.

13 Like that's the number of cashiers that need to be working at

14 that time.

15 Q Okay. So then how -- okay.

16 A And that's how they give the breaks to the cashiers is on

17 that the next week. Like that week, the break -- like who's

18 going on break and stuff on that. The PIC who's giving the

19 breaks does that on the 15-minute chart.

20 Q Okay.

21 A But another schedule is made, which is the final schedule.

22 Q I'm sorry, can you explain that?

23 A That's just the want-to-be schedule, and if any changes

24 need to be done, then you have to talk to Jay. Or if there's a

25 request in the computer, they fix it and then a final one is

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1 printed on Thursday and put up so everyone can see their

2 schedule for the next week.

3 Q Okay. So, when you're -- I guess, so you color code the

4 charts? Is that --

5 A Pretty much.

6 Q Okay. So do you determine when people's breaks are?

7 A I don't, it's already on there.

8 Q Okay.

9 A I just mark the colors so the PIC can see what it means.

10 Q Okay. Okay. And you also said that you clear off the

11 backends. So what percentage of your time at work would you

12 say you do that?

13 A Before, it was pretty much whenever I didn't have kids.

14 And lately, it's been once or twice a week maybe. It just

15 depends on if a parcel's sick or if we're completely jammed and

16 no one else can do it because all the parcels are cashiering

17 and stuff. It just depends.

18 Q Okay. Okay.

19 A Because it stopped kind of when the bathroom checks

20 stopped. We weren't allowed on the floor as much as we were

21 before because we didn't want to get anyone in trouble with the

22 Union and everything.

23 Q Okay.

24 A My understanding was that.

25 Q Okay.

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1 (Long pause)

2 Q Okay, and you also said that you do -- done some bagging

3 groceries in emergency situations. I think you mentioned that

4 there was like three or so times. How long were those for?

5 Was it for an hour, ten minutes?

6 A Ten, twenty minutes. It wasn't really an hour or

7 anything. It was just -- it depends on like until one person's

8 done and then you move on to like the -- like if the parcel

9 moves from -- if that person's done cashiering they'll go to me

10 if it stops or it slows down.

11 Q Okay.

12 A I don't think I've ever bagged for an hour.

13 Q Okay.

14 A I really don't think I have.

15 Q Do parcels also check -- scan groceries?

16 A One -- I know one does, but he doesn't work there anymore.

17 He is on a mission trip. But he was a parcel/cashier so he

18 could do -- if one was needed, they could switch out.

19 Q Okay, okay. And then in terms of doing the go backs, how

20 long does that take?

21 A It depends on how much stuff there is.

22 Q Well --

23 A If the whole entire thing's full on each one, it's going

24 to take me like -- I want to say a half hour, but it should

25 only take a couple, five, ten, maybe twenty minutes max -- like

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1 30 minutes max.

2 Q Okay. What's average, would you say?

3 A 15.

4 Q Okay. And you said -- and how many times a week do you do

5 this now?

6 A Now, like two.

7 Q Okay, all right. And in terms of the bathroom cleaning,

8 when did that stop?

9 A Like two, three -- two to a month after I started.

10 Q Okay.

11 A Which was October 29<sup>th</sup> of '08.

12 Q Okay. Prior to that time, did you -- how often did you

13 clean the bathroom?

14 A Every 15 minutes. We checked the bathroom every 15

15 minutes if we didn't have kids. That's what they -- that's

16 what I was told I needed to do.

17 Q Okay. And who decided on that number, 15 minutes?

18 A I have no idea, it happened before I got there.

19 Q Okay. And was this -- do you know if this was for

20 everybody that worked in Playland?

21 A Yes, it was.

22 Q So the first shift and the second shift?

23 A Yes.

24 Q Okay. Does anybody work more than a four-hour shift?

25 A It depends. Like if one of us was sick and we call in and

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1 they can't get -- say I call in sick and Arlene can't come in

2 because she is doing another job or something, Kate would have

3 to work the eight hours if she can.

4 Q Okay.

5 A Which I usually am the one filling in for people.

6 Q Okay. So, when you work and 8-hour shift, what happens

7 when you need to go on a break?

8 A Call -- if we don't have kids, we tell the PIC we're

9 going, and go and come back and go back in. And if we need

10 someone to relieve us, we call a PIC and they usually come in.

11 So it's usually Amber or Christine who comes in because they're

12 first aid and CPR trained.

13 Q Amber -- okay. And what do they do normally? PIC, do

14 they --

15 A They -- they're usually cashiering but there's also an

16 aide -- we call it the aide and they're directing traffic and

17 all that fun stuff, like it's in the front check stand. So if

18 we're really busy, they tell which people to go at each like

19 check stand. So it's not --

20 Q So it's directing customers?

21 A Yes.

22 Q Okay, okay.

23 A And they give breaks and lunches and --

24 Q So, for an eight-hour shift, how long would you lunch be?

25 A Half hour.

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1 Q Okay.

2 A And we get two ten-minute breaks.

3 MS. DAMM: Can you ask her -- I'm sorry, I don't mean to

4 interrupt, but if you're going to go off on a tangent here, can

5 you ask her what their titles are?

6 THE WITNESS: Amber is an assistant manager, I said that

7 earlier.

8 MS. DAMM: Right, okay.

9 THE WITNESS: To me, she's PIC.

10 MS. DAMM: Right.

11 Q And who is the other --

12 A Christine.

13 Q Christine.

14 A I think she's like third in charge, I'm not sure.

15 Q Do you know what their last name is -- Christine's last

16 name?

17 A I can't say it. It starts with an H, and Amber's starts

18 with an S.

19 Q All right.

20 A Jay knows.

21 Q Okay.

22 HEARING OFFICER SNYDER: All right, any further questions?

23 MS. DAMM: No, I just --

24 HEARING OFFICER SNYDER: Mr. Young?

25 MR. YOUNG: No.

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1 MS. DAMM: Oh, you mean of her? I'm sorry, I did have a  
2 couple of follow-up.  
3 HEARING OFFICER SNYDER: Okay.  
4 RECROSS-EXAMINATION  
5 Q BY MS DAMM: You talked about cleaning the bathroom and  
6 doing the go backs and that you haven't really done that  
7 lately, right?  
8 A Yes.  
9 Q You stopped that about two weeks or so after --  
10 A I started the bathrooms about two weeks, I just stopped  
11 the -- it's been tweedling (sic) down for the go backs.  
12 Q Okay.  
13 A Because I've had a lot of kids.  
14 Q Okay. And bathroom thing, that was because there was a  
15 grievance filed over that?  
16 A I'm -- that's what I heard.  
17 Q Okay. And the assistant manager and the third in charge,  
18 they're not in the Union, right? Or do you know?  
19 A I do not know.  
20 Q Okay. And the schedules that you said you color-coded  
21 them, do they cover everybody in the customer service  
22 department?  
23 A Yeah.  
24 Q Are the maintenance people on there too?  
25 A I'm not sure, I only do the first page but I'm pretty sure

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1 they're in there too. I think they're like the last page.  
2 Q Okay.  
3 A I'm not sure, I can't say that they are, though.  
4 Q And the managers are on there?  
5 A Yes.  
6 Q Okay.  
7 MS. DAMM: I don't have any other questions.  
8 HEARING OFFICER SNYDER: I guess one final question.  
9 FURTHER COURT EXAMINATION  
10 Q BY HEARING OFFICER SNYDER: So, do you attend employee  
11 meetings?  
12 A Yes.  
13 Q Okay, can you describe what those are?  
14 A I've gone to two and they were both budget meetings.  
15 Q Who else was there?  
16 A Everyone.  
17 Q Everyone, meaning?  
18 A Everyone from the -- like the head person from each  
19 department, of the whole entire store, a couple of cashiers,  
20 managers and me.  
21 Q Okay.  
22 HEARING OFFICER SNYDER: Any further questions, Ms. Damm?  
23 MS. DAMM: No.  
24 HEARING OFFICER SNYDER: It seems there are no further  
25 questions, you are excused.

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1 (Witness excused)  
2 HEARING OFFICER SNYDER: Can we go off the record?  
3 (Off the record)  
4 HEARING OFFICER SNYDER: In off-the-record discussions, I  
5 understand that the parties have reached a stipulation  
6 concerning two employees at that Employer's University Place  
7 store, Amber Southworth, who is the customer service assistant  
8 manager, and Christine Hilario, who is the third in charge. I  
9 understand that the parties agree and stipulate that both are  
10 excluded from the collective bargaining agreement covering CCK  
11 employees between the unit and the Employer.  
12 Mr. Young, do you so stipulate for the Union?  
13 MR. YOUNG: I do.  
14 HEARING OFFICER SNYDER: And Ms. Damm, for the Employer?  
15 MS. DAMM: Yes.  
16 HEARING OFFICER SNYDER: Then the stipulation is received.  
17 Mr. Young, you may call your next witness.  
18 MR. YOUNG: Yes, Nancy Ferguson please.  
19 HEARING OFFICER SNYDER: Please raise your right hand.  
20 Whereupon,  
21 NANCY FERGUSON,  
22 was called as a witness, by and on behalf of the Union, and  
23 having been first duly sworn, was examined and testified as  
24 follows:  
25 HEARING OFFICER SNYDER: Thank you, be seated.

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1 DIRECT EXAMINATION  
2 Q BY MR. YOUNG: Could you state and spell your name please?  
3 A Nancy Ferguson, N-a-n-c-y, F-e-r-g-u-s-o-n.  
4 Q And your address?  
5 A 24012 48<sup>th</sup> Avenue East, Graham, Washington.  
6 Q Okay. And how are you employed?  
7 A Through Fred Meyer.  
8 Q At the University Place location?  
9 A University Place, um hum.  
10 Q Okay. What position do you hold there?  
11 A CCK cashier, cashier trainer.  
12 Q Okay. And do you have any position with the Union?  
13 A I am Union counselor and Union steward.  
14 Q For that store?  
15 A Yes.  
16 Q Okay. You've been here through the previous testimony,  
17 correct?  
18 A Correct.  
19 Q You've heard testimony that Playland employees had been  
20 doing certain tasks outside of Playland, i.e. bathroom  
21 cleaning, things of that nature, up until -- present testimony  
22 is a couple of months after Laura came on.  
23 MS. DAMM: Actually, I think she said two weeks.  
24 MR. YOUNG: Am I wrong?  
25 MS. DAMM: Two weeks after she started.

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1 MR. YOUNG: Okay, I stand corrected.  
 2 Q My question to you -- my simple question to you is, are  
 3 you in a position to where you work in the store to see  
 4 Playland employees doing activities outside of Playland?  
 5 A Yes, because we're right by Playland.  
 6 Q And in recent months, say since January 2009, have you  
 7 seen Playland employees performing tasks outside of Playland?  
 8 A Yes.  
 9 Q And what kinds of things were those?  
 10 A Clean off the check stands, bathroom checks.  
 11 Q How do you mean clean off the --  
 12 A The clean off the go backs, the baskets, debris, garbage,  
 13 stuff like that.  
 14 Q Okay. And what was the other thing you said?  
 15 A Bathroom checks. I'm not sure that I've actually seen  
 16 them actually -- maybe once or twice bagging, but mostly just  
 17 cleaning off the checkstands.  
 18 Q Okay. And again, especially in recent months, say  
 19 February, March, how frequently have you seen such activities?  
 20 A Not a lot, not like it used -- I mean, they used to do  
 21 quite a bit, but a couple times a week, two or three times a  
 22 week maybe.  
 23 Q Okay.  
 24 A Cleaning the checkstands. I haven't seen them do the  
 25 bathroom that often.

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1 Q Okay.  
 2 A Just mostly cleaning the end of the checkstands.  
 3 Q All right. Have there been any other activities other  
 4 than the ones we've already heard mentioned that you seen  
 5 performed by Playland employees outside of Playland?  
 6 A I think one time I saw one of them help a customer shop.  
 7 Q And what would that involve?  
 8 A He was in a mart cart and couldn't go get his own things  
 9 and reach up top shelves. And they couldn't find anybody else  
 10 so they asked her to do it.  
 11 Q Okay.  
 12 MR. YOUNG: I have no further questions of this witness.  
 13 HEARING OFFICER SNYDER: Ms. Damm?  
 14 MS. DAMM: I don't have any questions. Well, I guess I  
 15 just have to ask this.  
 16 CROSS-EXAMINATION  
 17 Q BY MS. DAMM: When they're going into the bathroom, how do  
 18 you know that you're checking?  
 19 A Because they bring the little list out for the PIC's to  
 20 sign that they did it.  
 21 Q You said you haven't been seeing them do that recently,  
 22 though?  
 23 A I think -- well, it was like maybe once in the last couple  
 24 of weeks I saw -- or I didn't really actually see it, she told  
 25 me, they had me -- one of the girls told me that, "They had me

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1 check the bathroom today." And otherwise, I didn't see her do  
 2 it.  
 3 Q So you haven't seen them do that?  
 4 A Hum um.  
 5 Q Okay. And as far as cleaning off the checkstands, isn't  
 6 it everybody's responsibility to clean?  
 7 A Actually, the back of the end of the checkstands are  
 8 pretty much the parcel's position to do, maybe the PIC's,  
 9 cashiers.  
 10 Q So it's -- everybody at Fred Meyer doesn't have a duty to  
 11 keep the place clean?  
 12 A Well, I would say yes if it's a safety issue.  
 13 Q Okay. You said you've seen them clean the checkstands two  
 14 to three times a week. But we have the Playland person, who  
 15 actually testified that she's been really busy with kids  
 16 lately. So are you disagreeing with her testimony?  
 17 A I have seen her, yeah, doing the backends. Or there's  
 18 three of them, so it's not just her.  
 19 Q Right. A couple of times?  
 20 A At least a couple of times a week.  
 21 Q Okay.  
 22 MS. DAMM: I don't have any other questions.  
 23 HEARING OFFICER SNYDER: Okay.  
 24 COURT EXAMINATION  
 25 Q BY HEARING OFFICER SNYDER: Ms. Ferguson, who is your

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1 direct supervisor?  
 2 A Jay.  
 3 Q Jay?  
 4 A Tinnerstet.  
 5 Q Tinnerstet, okay. And when -- who else cleans the  
 6 bathrooms?  
 7 A Parcels and PIC's, I guess.  
 8 Q Okay. PIC's, meaning?  
 9 A Whatever PIC's in charge for the day.  
 10 Q Person --  
 11 A Person in charge.  
 12 Q Okay, okay. And who are the PIC's?  
 13 A Do I have to name them all?  
 14 Q How about those just responsible for the frontend?  
 15 A That would be whatever PIC's in charge. There's like six  
 16 or seven of them, besides the manager one.  
 17 Q Okay. Do you know if they're all in the CCK bargaining  
 18 unit?  
 19 A The PIC's that aren't managers are, yeah.  
 20 Q Okay. Which ones are managers?  
 21 A Jay, Christine and Amber.  
 22 Q Okay. All right, how long does it take to clean the  
 23 bathrooms?  
 24 A I don't know, I've never done it.  
 25 Q Okay. And how long does it take to do -- to clean off the

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1 checkstands, go backs, on average?  
 2 A Five, fifteen -- ten, fifteen minutes, depends on how busy  
 3 it is and how many there are.  
 4 Q How many times a day do you need to do that?  
 5 A Oh, God, many.  
 6 Q Many? Okay. So over the course of an eight-hour day, I  
 7 mean, just at the, say, lunch and at the end, or more than  
 8 that?  
 9 A Well, they do every so often because people decide -- they  
 10 change their mind and they don't want something. So the  
 11 cashiers throw it behind them, then the parcels come along and  
 12 put it away. So I mean, it's all day long. And if you let --  
 13 I mean, I don't how often.  
 14 Q Is it on a continuous basis?  
 15 A Yes.  
 16 Q I mean, are they always rotating through or is it -- do  
 17 they wait until things build up and then --  
 18 A I think they just do it as they go by. If they're picking  
 19 up baskets, they pick up the go backs --  
 20 Q Okay.  
 21 A -- several times a day.  
 22 Q Okay, several times a day. So like, you can give me an  
 23 estimate, like five times a day, six times a day?  
 24 A 15 or 20, I don't know.  
 25 Q Okay, okay. And you said it takes five or ten minutes

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1 each time?  
 2 A They just come pick up as they go along with each  
 3 checkstand, throw it all in a cart.  
 4 Q Okay. And out of the -- all of the time that that is done  
 5 that people clean off the checkstands, what percentage of that  
 6 is done by Playland employees?  
 7 A One or two.  
 8 Q One or two percent out of the total time?  
 9 A Yeah.  
 10 Q Okay.  
 11 A Mainly for a week.  
 12 (Long pause)  
 13 HEARING OFFICER SNYDER: All right, I think that's it.  
 14 Any further questions, Mr. Young?  
 15 MR. YOUNG: Not of this witness, no.  
 16 HEARING OFFICER SNYDER: Ms. Damm, do you have any further  
 17 questions?  
 18 MS. DAMM: I guess I just have a --  
 19 RE-CROSS-EXAMINATION  
 20 Q BY MS. DAMM: You're a cashier and a cashier trainer?  
 21 A Um hum.  
 22 Q Can you just tell us what a cashier -- what your job  
 23 duties are as a cashier?  
 24 A Ringing out product, bagging it.  
 25 Q How much training do you have as a cashier?

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1 A Two days training, one day live.  
 2 Q So you can tell us -- the two days training, what does  
 3 that consist of?  
 4 A They give us a workbook to go through and you go through  
 5 the workbook with the training. And then they'll -- the third  
 6 day, you go live and actually cashier.  
 7 Q So you cashier with the help of a trainer?  
 8 A Yeah, a trainer watches over the cashiers for one day.  
 9 Q Okay. And so you do that for new cashiers because you're  
 10 a trainer?  
 11 A Correct.  
 12 Q Okay. And the Playland people never do any cashiering,  
 13 right?  
 14 A No.  
 15 Q They're not trained?  
 16 A No.  
 17 Q They won't be able to do it?  
 18 A No.  
 19 Q Okay. What about customer service? Do you know what the  
 20 customer service folks do?  
 21 A Customer service -- the CID desk, you mean?  
 22 Q Yeah.  
 23 A Well, they mostly run the CID desk. Every now and then,  
 24 they'll come down and cashier.  
 25 Q Okay. And do you know what they do behind the CID desk?

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1 A They do returns, go backs -- I mean, not go backs, but  
 2 exchanges, lotto, Western Union, money orders, fishing  
 3 licenses.  
 4 Q Okay. And Playland people never work behind the CID desk,  
 5 right?  
 6 A Hum um, no.  
 7 Q Okay. And what about the accounting service cashiers,  
 8 what do they do? They used to be called tellers.  
 9 A They're tellers. They count the money from the day  
 10 before. When they're done with that, they can cashier or aide  
 11 position.  
 12 Q What was the last one?  
 13 A Aide position.  
 14 Q What's that?  
 15 A That's where they -- like she said, they direct traffic,  
 16 put customers in the lines that aren't long and --  
 17 Q Okay.  
 18 A -- if there are a lot of long lines, put them in the  
 19 shorter lines.  
 20 Q Okay. And then the parcel clerks, what do they do?  
 21 A Go backs, carts, baskets, carry outs.  
 22 Q Carry outs to people's cars?  
 23 A Yeah.  
 24 Q Okay.  
 25 A Clean up spills in the front end, sweep the floor.

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1 Q Okay.

2 (Long pause)

3 Q And you've never -- and the Playland folks never do those

4 -- what the tellers do, right?

5 A No, count the money and stuff, no.

6 Q Right. Or direct traffic?

7 A No.

8 Q Okay. And you testified -- there was a question about

9 cleaning the bathroom, but the PIC's don't clean the bathroom,

10 right? They check it?

11 A Well, they kind of clean it, like she said, if there's a

12 clog, they've got to go clean it up. If there's a hazardous

13 waste or whatever, body fluid, whatever, they clean it up.

14 Q The PIC actually does the cleanup?

15 A Yeah.

16 Q They do?

17 A Um hum.

18 Q Okay. And you said once or twice the -- you've seen the

19 Playland people do bagging.

20 A I haven't really seen them do that a lot lately.

21 Q Okay.

22 A In the last couple of months, they really haven't been

23 bagging a lot.

24 Q Okay.

25 A Maybe once or twice when we're really busy.

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1 Q Sort of all hands on deck?

2 A Right.

3 Q And the manager -- people come from --

4 A Everywhere.

5 Q -- all kinds of departments to do that, right?

6 A Right.

7 Q I mean, they come from the food department and --

8 A Yeah.

9 Q -- people in apparel and home and -- right?

10 A Um hum.

11 Q So it's not just Playland, it's basically everybody who

12 would help --

13 A Yeah.

14 Q -- in that situation? Is that like the day after

15 Thanksgiving or before Easter --

16 A Or even sometimes on the weekends, sometimes we just get

17 slammed.

18 Q Yeah, okay. Okay.

19 MS. DAMM: I don't have any other questions.

20 HEARING OFFICER SNYDER: Okay, I guess I just have --

21 CONTINUED COURT EXAMINATION

22 Q BY HEARING OFFICER SNYDER: Can you just generally walk me

23 through? So a customer with children comes in the store, what

24 do they do, assuming they wanted to leave their kids at

25 Playland? Just walk me through how that would work.

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1 A They would just go over to Playland. If they're not

2 signed in, then she checks all their ID, gets them all signed

3 in. They just go over to Playland and she'll check them in.

4 Q Um hum. And then what happens?

5 A And then they can shop for an hour and then they have to

6 go back and pick them up within an hour.

7 Q Okay. Do they generally checkout with you before they go

8 back and pick up their --

9 A Yeah, they ring up their groceries first most of the time,

10 unless their hour's up, then they have to go back and pick them

11 up.

12 Q Okay.

13 (Long pause)

14 HEARING OFFICER SNYDER: Any further questions?

15 MS. DAMM: No.

16 MR. YOUNG: Just one.

17 REDIRECT EXAMINATION

18 Q BY MR. YOUNG: With regard to the bagging, you said

19 recently it's been infrequent, just when the place is slammed.

20 Did it used to be more frequent that you would see Playland

21 people doing bagging?

22 A Yeah, it used to be, but not a whole lot. Even then

23 bagging -- I mean, they -- I don't know, I couldn't tell you on

24 average.

25 Q Okay.

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1 A Mostly just when we're slammed.

2 Q Okay.

3 A Like she said, holidays, weekends, stuff like that.

4 MR. YOUNG: Nothing further then.

5 RECROSS-EXAMINATION

6 Q BY MS. DAMM: And they can't do any of that stuff when

7 there's kids in Playland, right?

8 A Correct.

9 Q They have to stay there?

10 A Right.

11 Q So this would only be when there aren't any kids?

12 A Correct.

13 Q Okay.

14 MS. DAMM: I don't have any more questions.

15 MR. YOUNG: Nothing further.

16 HEARING OFFICER SNYDER: Seeing there are no further

17 questions, you're excused. Thank you.

18 (Witness excused)

19 MR. YOUNG: And the Union would call Karen Kolley.

20 (Long pause)

21 HEARING OFFICER SNYDER: Please raise your right hand.

22 Whereupon,

23 KAREN KOLLEY,

24 was called as a witness, by and on behalf of the Union, and

25 having been first duly sworn, was examined and testified as

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B

1 follows:

2 HEARING OFFICER SNYDER: Be seated.

3 DIRECT EXAMINATION

4 Q BY MR. YOUNG: Could you state and spell your first and  
5 last names please?

6 A Karen Kolley, K-a-r-e-n, K-o-l-l-e-y.

7 Q And are you currently employed?

8 A No.

9 Q And why is that?

10 A I'm retired.

11 Q Okay. When did you retire?

12 A About two years ago.

13 Q And what did you retire from?

14 A I was representative for Local 367.

15 Q How long had you done that?

16 A About ten years.

17 Q Did you deal with Fred Meyer Stores as part of your  
18 responsibilities?

19 A Yes.

20 Q And did you -- were you involved with the -- well, they've  
21 been called various things, the one-stop stores of Fred Meyer?

22 A Oh, yes.

23 Q In Pierce County?

24 A Yes.

25 Q Did you ever deal with this University Place store?

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1 A Not a lot with the University Place store, no.

2 Q Okay. Were you aware of these letters that we put into  
3 evidence back in 1988 -- 1998 and 1999?

4 A Yes.

5 Q Were you behind the situation there --

6 A Yes.

7 Q -- that led to those letters being sent? What was going  
8 on and how did you know about it?

9 A This was the -- the Pacific store, it was one on of the  
10 stores that I had and also the South Hills store had just  
11 opened up. And so, in both of those areas, I checked --  
12 investigated my -- some members called and said that they  
13 didn't want to work in Playland, and not that they were just  
14 giving breaks, but they were scheduled to work in there.

15 So, upon investigating, I did find that there were  
16 schedules on the -- on the schedules, there were shifts  
17 assigned to some -- both the CID people and some CCK people.  
18 So, I discussed that with the president of our local, who  
19 called Mr. Wojciechowski. And then I followed that up with a  
20 letter to the store manager.

21 Q Now, these people who were working Playland who didn't  
22 want to work there, what classification were they?

23 A They were CCK and CID, both.

24 Q Both. Did you also become aware at anytime when you were  
25 dealing with Fred Meyer stores with Playlands of shifts in

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1 personnel from Playland to CCK or vice versa? People  
2 transferring?

3 MS. DAMM: I'm sorry, I have to object to this witness'  
4 testimony. She says she didn't deal much with the University  
5 Place store. These grievances are ten years old -- actually  
6 more than ten years old. So I guess before we have her  
7 testify, I think we need some more foundation on what she knows  
8 about the University Place store, particularly recently.

9 MR. YOUNG: Maybe a little bit of foundation, if that's  
10 all right.

11 Q Are you familiar with the Playland operation in --  
12 throughout Pierce County?

13 A Yes. The way our scheduling works is originally I was  
14 assigned to an area in Pierce County where I had these two  
15 stores. The University Place store was not built yet. And  
16 through different shift changes, I've also been involved with  
17 the southern Fred Meyer stores and the Shelton Fred Meyer  
18 stores, and with the newer Fred Meyer stores up here, being  
19 University Place, Sumner, and Bonney Lake.

20 So, I have some familiarity with all the stores. I have  
21 dealt -- after this original correspondence over the year of  
22 '98 to '99, I made it a regular check on all of my servicing in  
23 any Fred Meyer store that had a Playland to see who was working  
24 in Playland, quite often noticing who was giving the breaks at  
25 the time that I was in the store. Often it was the management

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1 in there. So I'm quite familiar with the Fred Meyer Playland  
2 system.

3 Q Were there any significant differences from store to store  
4 in how the Playland operated vis-à-vis CCK department?

5 A Not really, no.

6 Q So then if I can repeat the question, were you aware of  
7 any situations of employees transferring from CCK into Playland  
8 or Playland into CCK?

9 A Yes, I specifically remember one point where we had a CCK  
10 person who transferred to Playland for a very short time and  
11 transferred back into CCK.

12 Q Okay.

13 A So for awhile there, she was doing both because I couldn't  
14 replace her.

15 MS. DAMM: Can we have a foundation on which store?

16 THE WITNESS: That was -- it's called Pacific store, I  
17 believe.

18 Q Do you remember the name of the individual involved?

19 A I think it was Tine Nakepeace.

20 Q Okay.

21 HEARING OFFICER SNYDER: And when was this?

22 THE WITNESS: It would have been during the investigation  
23 of '98 and '99.

24 Q Do you have any information as to whether Fred Meyer, at  
25 that point in time, was requiring background checks for the CCK

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1 people working in Playland?

2 A I don't know what they were requiring at that time because  
3 I know quite a bit later in my career it came up that all of a  
4 sudden, they wanted everybody in CCK to sign that it was okay  
5 to do a background check.

6 Q So that was after --

7 A So I don't know if they had been doing Playland before  
8 that.

9 Q I'm sorry?

10 A I don't know if they had been checking -- doing those  
11 background checks for Playland before that.

12 Q Okay, but after '98 and '99, that period -- sometime after  
13 that, then they -- do you know if they started?

14 A They wanted to do background checks for all of CCK, yes.

15 Q Okay.

16 MR. YOUNG: And I have no further questions.

17 HEARING OFFICER SNYDER: Okay. Ms. Damm?

18 CROSS-EXAMINATION

19 Q BY MS. DAMM: You don't represent -- or didn't before your  
20 retirement two years ago represent any Playland employees,  
21 right?

22 A That's correct.

23 Q So you have absolutely no idea what kind of background  
24 check they get?

25 A I spoke to some of them, but I didn't really ask them, no.

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1 Q And there are all kinds of different possibilities for  
2 background checks, right?

3 A Yes.

4 MS. DAMM: I don't have any other questions.

5 REDIRECT EXAMINATION

6 Q BY MR. YOUNG: Well, if you did hear that at some point in  
7 time background checks were being asked of CCK employees who  
8 were going to be working in Playland, do you know what kind of  
9 background checks those were that were being asked?

10 A Complete --

11 MS. DAMM: I object, that wasn't the -- I object to the  
12 form of that question because you're misrepresenting her  
13 testimony. What she said is that they asked all CCK to get a  
14 background check. She didn't say it had anything to do with  
15 Playland.

16 THE WITNESS: Their assumption was that it did.

17 MS. DAMM: The assumption was?

18 THE WITNESS: Yes.

19 MR. YOUNG: Maybe we can have it read back. I thought  
20 that was the understanding.

21 HEARING OFFICER SNYDER: Right, I'm a little --

22 MS. DAMM: Maybe the witness can tell us whose assumption  
23 it was. I mean, I don't know that assumptions are particularly  
24 good evidence.

25 HEARING OFFICER SNYDER: Okay. I think -- can you explain

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1 -- have CCK employees ever been required to have background  
2 checks done on them, to your knowledge?

3 THE WITNESS: Ever?

4 HEARING OFFICER SNYDER: Um hum.

5 THE WITNESS: Yes.

6 HEARING OFFICER SNYDER: When?

7 THE WITNESS: Well, as I was saying, I remember receiving  
8 calls. I do not remember exactly what that timeframe was. I  
9 know it was several years ago.

10 HEARING OFFICER SNYDER: Okay. Do you know why they were  
11 receiving background checks?

12 THE WITNESS: Do I know for a fact?

13 HEARING OFFICER SNYDER: What did they tell you?

14 THE WITNESS: That it was so that they could work in CCK --  
15 I'm sorry, that they could work in Playland.

16 MS. DAMM: I object. I mean, we don't have any foundation  
17 as to -- I mean, I heard her say that was an assumption of the  
18 CCK employees. So I object to that, there's no foundation for  
19 it.

20 THE WITNESS: Well, they -- this is what CCK employees  
21 told me. My assumption was that it was true.

22 HEARING OFFICER SNYDER: I think the witness' testimony  
23 should stand for she was told by employees that they were being  
24 -- they were receiving background checks for Playland for  
25 whatever --

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1 MS. DAMM: But that's -- I mean that's hearsay. We have  
2 no idea how they got that information, you know. Anyway, I  
3 object to it. I think it's not particularly compelling  
4 evidence and should be excluded.

5 HEARING OFFICER SNYDER: On what grounds?

6 MS. DAMM: Well, hearsay.

7 HEARING OFFICER SNYDER: All right, so considering this is  
8 non-adversarial proceeding, your objection is noted and the  
9 Regional Director will take due note of it when the record is  
10 reviewed and the evidence the appropriate weight.

11 MS. DAMM: Okay.

12 MR. YOUNG: I have no further questions of this witness.

13 RECROSS-EXAMINATION

14 Q BY MS. DAMM: I have just a question about the grievance  
15 documents from back in 1998 where you said folks --

16 A Can I clarify that? It wasn't a grievance, it was a  
17 correspondence.

18 Q Okay.

19 A It was never filed as an official grievance. At that  
20 time, we were trying to solve problems without taking the  
21 grievance step.

22 Q Okay. So it was an objection by the Union?

23 A Yes.

24 Q But not a formal grievance?

25 A Yes. And in 1998, the University Place store didn't

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1 exist, right?

2 A That's correct.

3 Q Okay. And did you take any further action after this

4 correspondence related to the Playland and CCK?

5 A No, the practice stopped, and as I said, I made it part of

6 the servicing of the stores just to make sure that it didn't

7 start up again. And that was in any store that I went into.

8 Q Okay. So from 1998 on, you made sure that that wasn't

9 happening. And from 1998 on, when you went there and saw who

10 was relieving Playland, it was typically managers, right?

11 A Yes.

12 Q Okay.

13 MS. DAMM: I don't have any other questions.

14 HEARING OFFICER SNYDER: Sir, any further questions?

15 MR. YOUNG: No.

16 HEARING OFFICER SNYDER: No further questions, the witness

17 is excused. Thank you.

18 (Witness excused)

19 MR. YOUNG: And the Union rests.

20 HEARING OFFICER SNYDER: We'll go off the record briefly.

21 (Off the record)

22 HEARING OFFICER SNYDER: Back on the record. Mr. Young,

23 does the Union have any further witnesses?

24 MR. YOUNG: It does not.

25 HEARING OFFICER SNYDER: Ms. Damm, does the Employer wish

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1 to call any further witnesses?

2 MS. DAMM: Yes, we do. Before we do that, we were going

3 to offer a stipulation.

4 HEARING OFFICER SNYDER: Okay.

5 MS. DAMM: The number of employees at the University Place

6 store is 209. Do you agree?

7 MR. YOUNG: Yes.

8 MS. DAMM: All right, so the number of employees under the

9 CCK contracts Pierce County wide is 325.

10 MR. YOUNG: Yes, that's agreed.

11 MS. DAMM: Okay. The number of employees under the CCK

12 contract at University Place is 45, and those employees are

13 listed in Employer Exhibit 8.

14 HEARING OFFICER SNYDER: Do you so stipulate?

15 MR. YOUNG: So stipulated.

16 COURT REPORTER: I'm sorry, repeat that please.

17 MR. YOUNG: I just said so stipulated.

18 MS. DAMM: The number of Playland employees at University

19 Place is three. And the number of Playland employees

20 countywide is 14.

21 HEARING OFFICER SNYDER: Mr. Young, do you so stipulate?

22 MR. YOUNG: Hold on. Yes, so stipulated.

23 HEARING OFFICER SNYDER: All right. Then the stipulations

24 are received.

25 MS. DAMM: And the Employer calls Jay Tinnerstet.

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1 HEARING OFFICER SNYDER: Please raise your right hand.

2 Whereupon,

3 JAY TINNERSTET,

4 was called as a witness, by and on behalf of the Employer, and

5 having been first duly sworn, was examined and testified as

6 follows:

7 HEARING OFFICER SNYDER: Please be seated.

8 DIRECT EXAMINATION

9 Q BY MS. DAMM: Can you please state and spell your name for

10 the record?

11 A Jay Tinnerstet. J-a-y, T-i-n-n-e-r-s-t-e-t.

12 Q And where are you currently employed?

13 A The University Place Fred Meyer.

14 Q How long have you been there at the University Place

15 store?

16 A Roughly ten months.

17 Q Okay. And were you employed by Fred Meyer prior to that?

18 A I was.

19 Q And can you tell us what your positions were and what

20 stores you worked in prior to working at University Place?

21 A My entire Fred Meyer history or more recent?

22 Q How long have you worked for Fred Meyer?

23 A 13 years.

24 Q Okay. Why don't we talk about your management history?

25 A I became the customer service manager at the Tumwater --

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1 well, let me back up. I became a third at the Clackamas Fred

2 Meyer.

3 Q Clackamas, Oregon?

4 A In Clackamas, Oregon. And I also had that same position

5 at the Lacey Fred Meyer. I was promoted to assistant at the

6 Tacoma Stevens Fred Meyer. I was transferred to the University

7 Place Fred Meyer as an assistant, and transferred to the

8 Tumwater Fred Meyer as an assistant.

9 Q Okay. And you're currently the manager of customer

10 service, right?

11 A Yes, ma'am.

12 Q At University Place?

13 A Yes, ma'am.

14 Q Okay. And your duties as the manager of customer service

15 are what?

16 A My basic job function is to supervise and manage the

17 operation division.

18 Q Okay, and what does that include?

19 A Planning, scheduling, training and development, follow-up,

20 ensuring that all programs' standards and conditions are met

21 and ensuring that all customer service is met.

22 Q Okay. And can you tell me which departments you're

23 responsible for?

24 A I'm responsible for the frontend checkout, the customer

25 service desk, the courtesy clerks and maintenance.

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1 Q Okay. And what about Playland?  
 2 A And Playland, excuse me.  
 3 Q Okay. And of your -- the employees who report to you,  
 4 which ones are in the CCK bargaining unit?  
 5 A The cashiers, the parcels, customer service desk.  
 6 Q Okay. And does the cashiers also include some folks who  
 7 have additional accounting duties?  
 8 A They do.  
 9 Q The tellers?  
 10 A The accounting cashier.  
 11 Q Accounting cashier. They're a cashier, but then they have  
 12 additional duties on top of that?  
 13 A They have accounting duties.  
 14 Q Okay. And you talked about Playland and file maintenance,  
 15 and those are not in any bargaining unit, right?  
 16 A That's correct.  
 17 Q Okay. And what does file maintenance do?  
 18 A File maintenance takes care of ensuring that all the codes  
 19 are entered into the system correctly. They have time and  
 20 attendance duties. They do mail.  
 21 Q What is that?  
 22 A Mail?  
 23 Q Oh, mail. I thought it was another acronym. I'm sorry.  
 24 A No.  
 25 Q I thought you said MEL, M-E-L. Okay. Sorry, I

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1 interrupted you. Anything else that the file maintenance  
 2 people do?  
 3 A Not off the top of my head, no.  
 4 Q Okay. And in -- let's talk about Playland specifically.  
 5 If you have to relieve somebody in Playland, who do you use?  
 6 A It doesn't occur too often. Normally Playland can take  
 7 their own breaks. On occasion, it will -- if there's a child  
 8 there, they have to take the break and I would have a PIC do it  
 9 or management.  
 10 Q Okay. And the -- if a Playland person is on vacation --  
 11 have you had that happen where you've had to cover for them in  
 12 someway, other than just the existing Playland people there?  
 13 A Normally the store can take care of itself as far as, you  
 14 know, having -- you know, having someone work an eight-hour  
 15 shift. But we do have the ability to have someone come from  
 16 another store to cover that need.  
 17 Q Another Playland person?  
 18 A Correct.  
 19 Q Okay. Are you aware of anybody from the CCK bargaining  
 20 unit transferring into Playland?  
 21 A Not to my knowledge.  
 22 Q Are you aware of any Playland employees transferring into  
 23 the CCK bargaining unit?  
 24 A I'm not sure. I'm sure it's happened, but I'm not aware.  
 25 Q Are you aware of anybody in your store?

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1 A No.  
 2 Q Okay. Are you aware of anybody in other various stores  
 3 that you've worked at in management? Do you remember?  
 4 A I don't.  
 5 Q Okay. Is it common? I mean, would a Playland --  
 6 A For a Playland attendant to take another position in the  
 7 store?  
 8 Q Specifically in CCK.  
 9 A Again, I don't remember.  
 10 Q Okay. Is there any type of progression from Playland to  
 11 cashier?  
 12 A No.  
 13 Q Or anything like that? I mean, a Playland person would  
 14 have the right to apply for any job in the store, right?  
 15 A Correct.  
 16 Q Okay. And they don't have any specific special rights to  
 17 CCK jobs?  
 18 A No.  
 19 Q Okay.  
 20 MS. DAMM: I don't have any other questions.  
 21 MR. YOUNG: No questions.  
 22 HEARING OFFICER SNYDER: Okay.  
 23 COURT EXAMINATION  
 24 Q BY HEARING OFFICER SNYDER: Who reports to you? If you  
 25 could it by name, it would be helpful.

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1 A You need everybody's name?  
 2 Q Well, okay, what PIC's -- what person in charge reports to  
 3 you?  
 4 A The assistant manager, the relief assistant, the PIC's.  
 5 Q How many PIC's are there?  
 6 A I believe there's seven of them.  
 7 Q Okay.  
 8 A Cashiers.  
 9 Q Okay.  
 10 A Courtesy clerks, CI desk clerks, Playland, file  
 11 maintenance.  
 12 (Long pause)  
 13 Q Okay. You know, you might've said this earlier, I just  
 14 want to make it very clear for the record that since you have  
 15 worked at the University Place store, have any employees in the  
 16 Playland department transferred anywhere else to other  
 17 positions in the store?  
 18 A No.  
 19 Q Okay. How long have you worked at the store again?  
 20 A Ten months.  
 21 (Long pause)  
 22 Q Do you participate in the hiring process of Playland  
 23 employees?  
 24 A I'm sorry?  
 25 Q Do you participate in the hiring process of Playland

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1 employees?  
 2 A I do.  
 3 Q Okay. Do Playland employees undergo any sort of  
 4 background check prior to being hired?  
 5 A They do.  
 6 Q Can you explain that process a bit?  
 7 A I can't explain the process other than I know that it's  
 8 done.  
 9 Q Done by who?  
 10 A By the main office.  
 11 Q Okay. So it's run --  
 12 A The HR in the store submits, you know, paperwork to the  
 13 main office and then someone on that end does the background  
 14 checks. And then we get clearance or no clearance.  
 15 Q Okay. Are other employees in your department subject to  
 16 the same sort of background checks?  
 17 A Every new employee goes through a background check. It's  
 18 my understanding that the Playland background check is more  
 19 extensive.  
 20 Q Okay.  
 21 A That's my understanding.  
 22 Q Okay. Why do you think that?  
 23 A Just from the nature of the job since they're dealing with  
 24 small children.  
 25 (Long pause)

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1 HEARING OFFICER SNYDER: Sir, do you have any questions  
 2 for --  
 3 MR. YOUNG: Well, yes, just a shot in the dark, I guess.  
 4 CROSS EXAMINATION  
 5 Q BY MR. YOUNG: But on these background checks, all  
 6 employees have their criminal convictions double-checked that  
 7 they list on their job applications, right?  
 8 A Yes, sir.  
 9 Q And would the Playland people -- I don't know whether you  
 10 know, but is this more specific as opposed to more extensive,  
 11 as you stated, as to whether they have any convictions for  
 12 child molestation, or something like that?  
 13 A That's my understanding.  
 14 Q I mean --  
 15 A Again, I'm not exactly sure the whole process behind the  
 16 scenes how that happens, but that's probably what --  
 17 Q It wouldn't happen -- I mean, do they send an application  
 18 to Washington State Patrol to check on the Playland --  
 19 A I'm not sure.  
 20 Q -- applicants?  
 21 A I'm not sure, sir.  
 22 Q Okay.  
 23 MR. YOUNG: No further questions.  
 24 MS. DAMM: I would just note for the record that of the  
 25 job descriptions, the Playland one is the only one that

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1 specifically lists a background security check as opposed to  
 2 just a background check.  
 3 (Long pause)  
 4 HEARING OFFICER SNYDER: So, if there are no further  
 5 questions, you're excused.  
 6 THE WITNESS: All right, thank you.  
 7 (Witness excused)  
 8 HEARING OFFICER SNYDER: Ms. Damm, do you have any further  
 9 witnesses?  
 10 MS. DAMM: We don't.  
 11 HEARING OFFICER SNYDER: Mr. Young, do you have any  
 12 further witnesses?  
 13 MR. YOUNG: We do not.  
 14 HEARING OFFICER SNYDER: All right. So with that, Mr.  
 15 Young, what is the Petitioner's final position regarding the  
 16 unit?  
 17 MR. YOUNG: That the Playland employees have a community  
 18 of interest with CCK and that they should be included in the  
 19 CCK unit, should they self-determine to do so.  
 20 HEARING OFFICER SNYDER: Is the Petitioner prepared to  
 21 proceed to an election in any unit found appropriate by the  
 22 Regional Director of the Board, or solely this unit?  
 23 MR. YOUNG: Just solely this unit.  
 24 HEARING OFFICER SNYDER: And to clarify, it's solely a  
 25 self-determination election for Playland employees at

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1 University Place store into Pierce County wide CCK bargaining  
 2 unit?  
 3 MR. YOUNG: That is correct.  
 4 HEARING OFFICER SNYDER: Thank you. Ms. Damm, what is the  
 5 Employer's final position regarding the petition for a unit?  
 6 MS. DAMM: The Employer's position is that the petition is  
 7 inappropriate for two reasons. One is that Playland employees  
 8 generally do not have a community of interest with the CCK  
 9 employees sufficient to have them included in that bargaining  
 10 unit.  
 11 And the second is that it's totally inappropriate to add  
 12 Playland employees at University Place to a countywide unit  
 13 when there are other Playland employees within the county who  
 14 would be excluded under that petition.  
 15 HEARING OFFICER SNYDER: Thank you. So without any  
 16 outstanding stipulations agreed to during these proceedings are  
 17 now receive. Similarly, any outstanding exhibits that have not  
 18 yet been received in record are now received.  
 19 Are the parties willing waive the filing of briefs? Mr.  
 20 Young?  
 21 MR. YOUNG: I don't know.  
 22 HEARING OFFICER SNYDER: Ms. Damm?  
 23 MS. DAMM: No.  
 24 HEARING OFFICER SNYDER: Okay. Seeing as the parties are  
 25 not willing to waive the filing of briefs, briefs are due by

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1 the close of business on Wednesday, April 15<sup>th</sup>. Any motions for  
2 extensions should be addressed to the Regional Director.

3 The parties are also reminded that they should request an  
4 expedited copy of the transcript from the court reporter. Late  
5 receipt of the transcript will not be grounds for an extension  
6 of the time to file briefs if you fail to do so.

7 Reporter, do you know the approximate number of pages in  
8 the transcript?

9 COURT REPORTER: Approximately 250 to 300.

10 HEARING OFFICER SNYDER: Thank you. All right, and one  
11 last thing, to clarify the petition for a unit contains three  
12 employees in the Playland department and 45 in the CCK.

13 MS. DAMM: No.

14 HEARING OFFICER SNYDER: No? In the CCK unit at the  
15 University Place store.

16 MS. DAMM: Yes, but the CCK unit has 325 employees in it.

17 HEARING OFFICER SNYDER: Okay.

18 MS. DAMM: It's a countywide unit.

19 HEARING OFFICER SNYDER: Okay, all right. So, is there  
20 anything further?

21 MR. YOUNG: No.

22 HEARING OFFICER SNYDER: All right. Well, I'd like to go  
23 off the record. We're not closed. Briefly go off.

24 (Off the record)

25 HEARING OFFICER SNYDER: Is there anything further?

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1 MS. DAMM: No.

2 MR. YOUNG: Not from the Petitioner.

3 HEARING OFFICER SNYDER: All right. Hearing nothing  
4 further, the hearing is now closed.

5 (Whereupon, the hearing in the above-entitled matter was  
6 closed.)

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BEFORE THE  
NATIONAL LABOR RELATIONS BOARD

<hr/>		)
In the Matter of:		)
		)
FRED MEYER STORES, INC.,		)
		)
Employer,		)
		)
and	Case No. 19-RC-15057	)
		)
UNITED FOOD AND COMMERCIAL		)
WORKERS UNION LOCAL 367, affiliated		)
with UFCW INTERNATIONAL UNION,		)
		)
Petitioner.		)
<hr/>		)

The above-entitled matter came on for hearing, pursuant to notice, before DIANNE TODD, Hearing Officer, at the National Labor Relations Board, Region 19, 2926 Jackson Federal Building, 915 Second Avenue, Seattle, Washington 98174-1078 on Wednesday, January 23, 2008.

1 bargaining cards. We cannot insist upon a secret ballot  
2 election in that case.

3 Q And why in the Company you cannot -- can it not insist on  
4 an NLRB supervised secret ballot election?

5 A I understand that's the NLRB law that we can't when we  
6 have an after-acquired store clause. I think that really  
7 actually got decided in a Kroger case at one point.

8 HEARING OFFICER TODD: Can you explain the process just a  
9 little bit better? When you get a store, what happens? The  
10 union gathers cards and then they present and request that the  
11 Contract be applied or how does it work?

12 THE WITNESS: Well, in some cases, in fact most of the  
13 cases, we would send a letter to the union announcing that  
14 we're opening a store and that the Contracts, current Contracts  
15 would apply to the Bargaining Units in that particular store  
16 but we would insist that the union demonstrate majority status  
17 through a card check. And then we work out a system of when  
18 they go in the store, talk to the employees, get the cards  
19 submitted to us, we count them and then they have it and it's -  
20 - the Contracts are applied.

21 Q BY MR. ALLI: Has that been the consistent practice  
22 between Fred Meyer and Local 367 since you've been involved in  
23 the Pierce County grocery CCK and General Merchandise  
24 Contracts?

25 A It is but I'll tell you when the Sumner store opened, we

1 did not send a notice to the union as to the opening of that  
2 store and reach some sort of a card check agreement prior to  
3 that. We did not do that.

4 Q Prior to the store being opened?

5 A Prior to the store being opened, yes.

6 Q Did the union submit authorization cards for the grocery  
7 employees at the Sumner store?

8 A They did.

9 Q Were those authorization cards sufficient to demonstrate  
10 majority support?

11 A They were.

12 MR. ALLI: May we go off the record for a second?

13 HEARING OFFICER TODD: Yes. Off the record.

14 (Off the record.)

15 HEARING OFFICER TODD: On the record.

16 Q BY MR. ALLI: Employer's Exhibit number 4, is it --

17 MR. SCHWERIN: Excuse me. You've got number 4 as the '98  
18 Contract.

19 MR. ALLI: That was the confusion I thought I was going  
20 to run into. I'm just going to add these and then put the  
21 Contracts at the end.

22 MR. SCHWERIN: Oh, okay.

23 MR. ALLI: I don't know how many are going to come in or  
24 out, so I don't know how many --

25 HEARING OFFICER TODD: It's okay.

1           So, that's recognized 367 as representing the employees  
2 in the grocery Unit and we were applying the current Pierce  
3 County Grocery Contract to those employees.

4 Q       Is this a typical example of how the parties have applied  
5 the after-acquired stores clause in the Pierce County CCK  
6 general merchandise and Grocery Contracts?

7 A       Yes.

8 Q       Once the union provided cards demonstrating that it had  
9 support from a majority of the employees in the grocery Unit  
10 did the Company have the ability to change departments or the  
11 employees that would be covered by the Grocery Contract?

12 A      I don't feel that we have.

13 Q      Has the Company ever taken that position?

14 A      No.

15 Q      Is it the same grocery employees that are covered by the  
16 Pierce County Grocery Contract applicable to all the other  
17 stores in Pierce County?

18 A      That's correct, yes.

19 Q      So, for example, are the produce employees part of the  
20 Grocery Contract in Pierce County?

21 A      Yes.

22 Q      So, when the union makes a request to apply the existing  
23 Grocery Contract to a newly opened store and to the grocery  
24 employees in that store, would it then apply to the grocery  
25 employees?

1 A Yes.

2 Q Have the parties ever tried to pick and chose which  
3 employee categories the master Agreement would apply to when  
4 applying the after-acquired store clause language?

5 A Not until now.

6 Q When you say now, you're referring to the petition in  
7 this Case?

8 A Yes.

9 Q And the petition in the Lacey-Tumwater Case?

10 A Yes.

11 Q That's the first time it occurred?

12 A Yes.

13 HEARING OFFICER TODD: So, every time a new store opens  
14 and the union requests -- shows cards and requests that these  
15 employees, for example, the grocery department would be  
16 included in the overall Unit? So, the grocery Unit is one Unit  
17 covering all the stores --

18 THE WITNESS: Yes.

19 HEARING OFFICER TODD: Currently the grocery Unit covers  
20 all nine stores?

21 THE WITNESS: Yes.

22 HEARING OFFICER TODD: For Grocery? They're all in one  
23 Unit?

24 THE WITNESS: Yes.

25 HEARING OFFICER TODD: Okay. The same for general

1 it is in or out of the General Merchandise Contract.

2 A Yes.

3 Q And up -- except for the petition filed in the prior case  
4 and in this case this is the first time that the union has  
5 challenged the agreed upon interpretation of which employees  
6 are placed in which Units.

7 A Yes.

8 Q I hand you what will be Employer's Exhibit number 5.  
9 It's a packet of letters. Can you identify and describe those  
10 letters one at a time for the record, please?

11 (Employer's Exhibit 5 is marked.)

12 A Okay. Well, the January 30<sup>th</sup> letter is a letter from me  
13 to Mr. Ron Hays, President of Local 367, advising him that we  
14 are opening a new store called the South Hill store and we'll  
15 have a Food Department, CCK Department, Bake-Off Department and  
16 Non-Food Departments, where it's located and it talks about  
17 although the Food Department, CCK Department, Bake-Off  
18 Departments and Non-Food Departments are covered by accretion  
19 clauses in the current food Agreement, CCK Agreement, non-food  
20 Agreement, Bake-Off, that it will be necessary for the union to  
21 demonstrate majority representation by submitting bargaining  
22 cards or applications.

23 Q I believe the following paragraph is a reference to using  
24 the same procedures that the parties have used in the past.

25 A Correct.

1 Q Okay and is the January 30<sup>th</sup> letter similar to the kinds  
2 of letters that the parties have traditionally used when  
3 opening stores in Local 367's jurisdiction in Pierce County and  
4 offering to apply to then existing labor Agreements to the new  
5 store departments?

6 A Yes, where we -- where we have the accretion clauses,  
7 yes. Yep.

8 Q And what is the -- there's also a January 30<sup>th</sup> letter.

9 A Yeah. That was outlining the different departments that  
10 were covered by the Pierce County accretion clauses and setting  
11 forth when certain benefits would take effect for new employees  
12 and existing employees, and references to file maintenance and  
13 time and attendance, exempt and the labor Agreements. And it  
14 talks about access to the store for the purpose of contacting  
15 the employees in the store and getting the cards.

16 Q And the departments referenced in this second January 30<sup>th</sup>  
17 letter, those are the same labor Agreements that have  
18 historically existed in Pierce County regarding the general  
19 merchandise, the grocery and the CCK Contracts.

20 A Yes.

21 Q It also has a reference to meat, but for purposes of this  
22 Hearing I don't think it's relevant.

23 A In Pierce County, Local 367 does represent the Meat  
24 Department employees.

25 Q Okay.

1 MR. SCHWERIN: It's fascinating but really irrelevant. I  
2 object.

3 (Employer's Exhibit 5 received into evidence.)

4 HEARING OFFICER TODD: I'm going to receive Employer's  
5 Exhibit 5.

6 Q BY MR. ALLI: Can you describe what has been marked as  
7 Employer's Exhibit 6 for the record, please?

8 (Employer's Exhibit 6 is marked.)

9 A A series of three letters and the first one is June 23<sup>rd</sup>,  
10 1994. It is a letter to Mr. Hays from me telling him that we  
11 would be -- well, that -- I think previous to this we had told  
12 him we were opening a new Bonney Lake store and these would be  
13 the labor Agreements that would apply to the Bonney Lake store  
14 upon the union showing cards as representing a majority of the  
15 people in each one of the Units and he signed that and I signed  
16 it. It's a similar letter to the one we just had in the South  
17 Hill store.

18 I think the second letter, June 23<sup>rd</sup>, is really the cover  
19 letter that went with the first letter.

20 Q Okay.

21 A Then there's the September 12<sup>th</sup>, 1994 letter from Mr. Hays  
22 to me wherein he offered the authorization cards as proof of  
23 representation in the Non-Food, Food, Meat and CCK Departments  
24 in the new Bonney Lake store and it says in accordance with our  
25 understanding, the Collective Bargaining Agreement will become

1 effective upon receipt of this letter and new employees who  
2 complete probation will have the health and welfare  
3 contributions made retroactive to the day.

4 The October 10<sup>th</sup> letter is a letter to Mr. Hays from me  
5 confirming that the authorization cards checked were proof of  
6 representation in those Bargaining Units and the application of  
7 the current Pierce County labor Agreements in each one of those  
8 Units would apply.

9 Q The letters represented in Employer's Exhibit 6 are  
10 letters that were exchanged pursuant to the accretion clause of  
11 the existing labor Agreement in Pierce County with 367?

12 A Yes.

13 MR. ALLI: I move for the admission of Employer's Exhibit  
14 6.

15 MR. SCHWERIN: Same objection --  
16 (Employer's Exhibit 6 received into evidence.)

17 HEARING OFFICER TODD: I'm overruling the objection and  
18 receiving Employer's Exhibit 6.

19 Q BY MR. ALLI: Since your involvement at Fred Meyer in  
20 representing Fred Meyer, both at Allied and at Fred Meyer and  
21 your representation in connection with 367 in Pierce County,  
22 have the parties used any other process in Pierce County, other  
23 than the ones you've just described in Employer's Exhibits 5  
24 and 6 to let the union have representation of employees in new  
25 stores?

1 one-stop stores -- Fred Meyer stores in Pierce County were  
2 opened on the dates designated. Tacoma Pacific was opened on  
3 September 28<sup>th</sup>, 1973. Tacoma Stevens was opened on October 17<sup>th</sup>,  
4 1973. Puyallup was opened on November 14<sup>th</sup>, 1990. Bonney Lake  
5 was opened on August 31<sup>st</sup>, 1994. South Hill was opened on March  
6 19<sup>th</sup>, 1997 and University Place was opened on March 15<sup>th</sup>, 2000.

7 HEARING OFFICER TODD: Do you so stipulate, Mr. Schwerin?

8 MR. SCHWERIN: Yes.

9 HEARING OFFICER TODD: Mr. Alli?

10 MR. ALLI: I do.

11 HEARING OFFICER TODD: And you both stipulate that those  
12 are the only Fred Meyer one-stop stores in Pierce County?

13 MR. ALLI: I would go further. Those are the only -- not  
14 only are they the only stores, those are the stores in which  
15 the grocery, CCK and General Merchandise Contracts are issued  
16 in this Proceeding -- covered.

17 HEARING OFFICER TODD: Mr. Schwerin, do you so stipulate?

18 MR. SCHWERIN: Well, no, because Sumner is not listed.  
19 The Sumner store opened in 2004.

20 HEARING OFFICER TODD: Right.

21 MR. SCHWERIN: And the Agreement, the grocery Agreement  
22 applies to Sumner except for two small departments.

23 HEARING OFFICER TODD: Okay. Well, why don't we limit it  
24 to what I originally said? Are the seven stores listed -- the  
25 seven stores listed are the only one-stop Fred Meyer stores in

JE. 1

**A G R E E M E N T**

**By and Between  
ALLIED EMPLOYERS, INC.  
For and on Behalf of  
FRED MEYER, INC.**

**AND**

**UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL NO. 367  
Chartered By  
UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL  
UNION, CLC**

**COMBINATION FOOD/NON-FOOD  
CHECKSTAND DEPARTMENT  
PIERCE COUNTY**

**Signed: August 5, 2008  
Effective: May 6, 2007  
To: May 1, 2010**

**Ratified: August 28, 2007**

*e-file  
5/11*

EXHIBIT D

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**A G R E E M E N T**

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

**and**

**UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL NO. 367  
Chartered By  
UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION, AFL-  
CIO, CLC**

**COMBINATION FOOD/NON-FOOD CHECKSTAND DEPARTMENT  
(PIERCE COUNTY)**

---

This Agreement is entered into by and between Fred Meyer, Inc., referred to hereinafter as the "Employer", and the United Food and Commercial Workers Union Local No. 367, referred to hereinafter as the "Union."

It is the intent and purpose of the Employer and the Union to promote and improve Labor Management relations between them and to set forth herein the basic terms of Agreement covering wages, hours and conditions of employment to be observed by the parties of this Agreement.

In consideration of the mutual promises and agreements between the parties hereto, and in consideration of their mutual desire in promoting the efficient conduct of business and in providing for the orderly settlement of disputes between them, the parties to this Agreement agree as follows:

**ARTICLE 1 - RECOGNITION AND BARGAINING UNIT**

1.1 Fred Meyer, Inc. hereby recognizes United Food and Commercial Workers Union Local No. 367 as the sole and exclusive Collective Bargaining Agency for a unit consisting of all employees employed in the Employer's Combination Food/Non-Food Checkstand Department in Pierce County and all future Combination Food/Non-Food Checkstand Departments in Pierce County provided that the total store area of each store is over 100,000 square feet and the percentage of non-food sales constitute at least 50% of the total dollar sales within the store with respect to rate of pay, hours, and other conditions of employment except and excluding the Department Manager and two Assistant Department Managers. Subject to the preceding exclusions and the terms of Section 15.1 of Article 15, all work of handling and selling of merchandise in such retail stores covered by this Agreement shall be performed only by employees of the Employer within the unit referred to above for which United Food and Commercial Workers Union Local No. 367 is recognized as the sole Collective Bargaining Agency by the Employers.

EXHIBIT D

## ARTICLE 2 - UNION SECURITY

2.1 Pursuant to and in conformance with Section 8(a)3 of the Labor Management Relations Act of 1947, as amended, it shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement shall, on the thirtieth (30th) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union. For the purpose of this Article, the execution date of this Agreement shall be considered as its effective date.

2.1.1 The tendering of initiation fee and periodic dues uniformly required as a condition of continued membership shall constitute good standing in the Union for the purpose of this Article.

2.2 The Employer shall discharge any employee as 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 in conformity with this Article. For the purpose of establishing uniform rules for the application of this paragraph of the Agreement, the parties agree as follows:

2.2.1 If a newly hired employee fails to apply for Union membership, or if an employee fails to comply with the requirements of continued membership as set forth above, the Union will serve a letter upon the Employer requesting that such employee be terminated.

2.2.2 Upon receipt of a letter requesting termination of an employee who has not complied with Article 2 of the Agreement, the Employer shall (on the same date, if the employee is working on that date) immediately notify such employee that if he/she has not complied with the Union membership requirements of Article 2 of the Agreement within 14 days from the date of written request for termination, his/her employment shall automatically be terminated.

2.2.3 The Union agrees to withdraw any letter of termination if an employee, with respect to whom such letter has been served, shall complete his/her membership requirements within the time limit specified in 2.2.1 and 2.2.2.

2.2.4 Whenever the Union requires the discharge of any employee in connection with the Union security clause of this Contract, the Union shall hold the Employer harmless and shall indemnify the Employer against loss, as a result of relying upon the direction of the Union in terminating any employee. The Employer agrees that when the Union notifies the Employer within three (3) days of the original notice, that the reason for the termination was a

bona fide clerical error, the Employer will reinstate the employee to his former position on the next weekly schedule.

2.3 No employee shall be disciplined or discharged except for just cause. The Employer shall be the judge of the competency and qualifications of his employees and shall make such judgment fairly. The Employer's judgment is subject to review by an Arbitrator.

2.3.1 There exists one (1) 60-calendar day probationary period for new employees. If an employee is terminated during this probationary period, such terminations are not subject to Article 17 of this Agreement.

2.4 No employee shall be discharged or discriminated against for any lawful Union activity, including performing service on a Union committee outside of business hours or for reporting to the Union the violation of any provisions of the Labor Agreement, providing such activities shall not interfere with the normal performance of the employee's work.

2.5 The Employer agrees that it will not require any employee or prospective employee to take a polygraph (lie detector) test as a condition of employment or continued employment.

2.6 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 3 - SENIORITY AND AVAILABLE HOURS**

#### **3.1 Attainment of Seniority**

3.1.1 All employees shall attain seniority after sixty (60) calendar days with the Employer.

3.1.2 Upon completion of this period, seniority shall date back to the last date of hire.

#### **3.2 Application of Seniority**

3.2.1 Seniority shall be applicable on an individual store basis, except as otherwise provided for under Section 3.2.2, 3.3, and 3.4, and shall apply to the extent provided for in this Article.

3.2.2 An employee's seniority shall not be broken in cases where the employee transfers to a different store with the same Employer within the geographic jurisdiction covered by the Collective Bargaining Agreements between the Employer and United Food and Commercial Workers Union Local No. 21, United Food and Commercial Workers Union Local No. 367, and Teamsters Union Local No. 38.

3.2.3 When an employee is transferred by the Employer from another area outside those listed in 3.2.2 above, the transferred employee shall retain all seniority rights with the Employer, but shall be entitled to exercise such rights only after having worked in the bargaining unit for a minimum of sixty (60) calendar days.

### 3.3 Layoff

3.3.1 Where, on an individual store basis, there is a reduction of the number of employees holding seniority within such combination department, the last employee hired shall be the first employee laid off, provided qualifications and ability are equal. The affected employee so reduced may displace the most junior employee of the Employer in the same classification, that being combination clerks and combination courtesy clerks, within the geographic 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.

### 3.4 Rehire

3.4.1 Where there is an increase in the number of employees within a job classification, the last employee laid off by the Employer, within the geographic jurisdiction covered by this Agreement, will be the first employee rehired, provided qualifications and ability are equal. In the cases where two or more employees are laid off on the same day, the senior employee shall be the first rehired, provided qualifications and ability are equal.

3.4.2 Employees shall be required to inform the Employer in writing of their current address and phone number, and with the exception of temporary rehires, employees rehired in accordance with 3.4.1 shall be notified in writing to report to work.

### 3.5 Loss of Seniority

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

3.5.2 Voluntary quit;

3.5.3 Discharge in accordance with Section 2.4;

3.5.4 Absence caused by a layoff in excess of 60 consecutive calendar days. Notwithstanding the above, employee(s) laid off due to the closure of their store will retain their seniority for 120 consecutive calendar days, unless they fail to exercise their seniority with the Employer at their first opportunity; refuse to accept recall; and/or accept employment with the purchaser;

3.5.5 Absence caused by an illness or non-occupational accident of more than one hundred twenty (120) consecutive days;

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

3.5.7 Failure to report to work within seventy-two (72) hours following the postmark of the written notice referred to in Section 3.4.2 mailed to employee's last known address; and,

3.5.8 Failure to report to work immediately following a Leave of Absence as provided for under Article 4.

### 3.6 Reduction of Hours

3.6.1 Regular employees shall not have their hours arbitrarily reduced for the purpose of increasing the working hours of regular part-time employees or assigning such hours to new hires or extra employees.

### 3.7 Available Hours

3.7.1 The Employer may arrange weekly work schedules to accommodate the needs of the business, and senior employees shall be offered the most weekly hours up to a maximum of forty (40) hours per week; provided qualifications and ability are equal; the senior employee is available to perform the work; and the employee has notified management in writing of his or her desire for additional hours of work. Nothing herein shall be construed as a guarantee of daily or weekly hours of work or pay for time not worked. It shall be the obligation of the Employer to promptly investigate alleged abuses upon presentation, and to rectify such abuses when justified within the meaning of this section.

3.7.2 The Employer agrees that the provisions of Section 3.7.1 shall not be applied in an arbitrary manner and the Employer shall, at the request of the Union, provide business reasons for the scheduling of employees in that given store.

### 3.8 Definitions

3.8.1 "Provided Qualifications and Ability are Equal" -- It is understood and agreed that the term "provided qualifications and ability are equal" shall mean that if two (2) employees have the same qualifications and abilities, the senior employee has priority.

### 3.9 Liability

3.9.1 It is understood and agreed that the employee will not be entitled to request wages under the provisions of this Article except to the extent of time lost, commencing with the weekly work schedule next following receipt of the Union's written notification to the Employer of the claim, in accordance with Article 17, provided that if less than three (3) days remain prior to the posting of the weekly work schedule in accordance with Section 5.9 when the Employer receives notification, the Employer's liability, if any, for time lost shall commence with the second next work schedule and thereafter until resolved.

## ARTICLE 4 - LEAVE OF ABSENCE

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

4.1.1 Bona fide illness or non-occupational injury which requires absence from work in excess of fourteen (14) calendar days.

4.1.2 Pregnancy.

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

4.1.4 A Doctor's certificate verifying the absence must be furnished if requested by the Employer.

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

4.2.1 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.

4.3 Any request for a leave of absence under the terms of Sections 4.1 and 4.2 shall be in writing and state the following information:

4.3.1 Reason for such request;

4.3.2 Date leave is to begin; and,

4.3.3 Date of return to work.

4.4 Any leave of absence, with the exception of Section 4.1.3 and 4.5, may run to a maximum of six (6) months.

4.5 Leaves due to occupational injuries that result from employment with the current Employer regardless of length of service, shall be granted for a period up to eighteen (18) months unless a longer period is agreed upon between the Employer and the Union.

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

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

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

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

4.8 Any employee found to have abused the "leave of absence" by falsification or misrepresentation shall thereupon be subject to disciplinary action.

#### **ARTICLE 5 - HOURS OF WORK AND OVERTIME**

5.1 Forty (40) hours per week consisting of five (5) days of eight (8) consecutive hours each (exclusive of not more than one (1) hour out for lunch each day) shall constitute the basic straight-time workweek.

5.2 Holidays, either worked or not worked, shall not be considered as days worked for the purpose of computing weekly overtime except in the case of employees who normally work six (6) days per week, totaling at least forty-four (44) hours per week.

5.3 All hours worked in excess of eight (8) hours per day and forty (40) hours per week shall be paid for at the rate of time and one-half (1-1/2). Where six (6) days, Monday through Saturday are worked in any one week, time and one-half (1-1/2) shall be paid for work on the day the least number of hours are worked.

5.4 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.

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

5.5.1 Sunday Premium -- All employees shall receive time and one-third (1-1/3) the straight-time hourly rate for all hours worked on Sunday. However, any hour paid at time and one half (1x1/2) or greater on Sunday shall not count as a qualifying hour for daily or weekly overtime. The employee in charge of the store shall be paid fifty cents (50¢) per hour in addition to the applicable rate while in charge.

5.5.2 Any employee in charge of the Combination Checkout Department during the absence of the manager and assistant manager for a period of three (3) or more hours in a day shall be compensated in the amount of fifty cents (50¢) per hour additional while in charge while the store is open for business. This is to be in addition to any compensation including any overtime and/or premium applicable.

5.5.3 Holiday -- Time worked on any holiday specified in this Agreement shall be paid for at time and one-half (1-1/2) the employee's straight-time wage rate in addition to any holiday pay to which the employee is otherwise entitled to under Article 7. This clause does not apply to the employee's personal holiday.

5.5.3(a) 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 (1-1/2) for all hours worked after 6:00 p.m. on such days.

5.5.4 6:00 p.m. to 9:00 p.m. -- The employee's regular rate of pay plus twenty cents (20¢) per hour. Schedules may be set for those employees designated to complete their shift at fifteen (15) minutes after 9:00 p.m. to facilitate closing the store, without the application of the premium set forth in Section 5.5.5.

5.5.5 9:00 p.m. to 6:00 a.m. -- The employee's regular rate of pay plus fifty cents (50¢) per hour.

5.6 Rest Period: Employees shall be allowed a rest period of not less than ten minutes, on the Employer's time, for each four hours of working time. Rest periods shall be scheduled as near as possible to the mid-point of the work period. No employee shall be required to work more than three hours without a rest period.

Employees who work a freestanding five-hour shift (with no lunch) shall be entitled to a 15-minute rest period during the shift.

5.7 Store Meetings: Required store meetings shall be paid for at the straight-time hourly rate, and shall be considered time worked for the purpose of computing overtime in accordance with Article 5.3 of the Agreement. Article 5.4, 5.10, and 6.4 shall not apply to this provision.

5.7.1 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.

5.8 Wage Statements: The Employer agrees to furnish each employee, on regular established paydays, a wage statement showing the name of the employee, period covered, hours worked, rate of pay, total amount of wages paid and deductions made.

5.9 Work Schedules -- The Employer recognizes the desirability of giving his employees as much notice as possible in the planning of their weekly schedules of work and, accordingly, agrees to post a work schedule not later than 6:00 p.m. on Thursday preceding the start of the workweek. It is understood that the work schedule may not be used to guarantee any specified number of hours of work to any employee and that the schedule may be changed in case of emergency; or by forty-eight (48) hours' notice to the employee; or by mutual agreement between the Employer and the employee, provided however, no employee shall be discriminated against for failure to enter into such mutual agreement.

5.9.1 The weekly work schedule shall include the period designated as the meal periods required by this Agreement. Lunch hours shall be as close to the middle of the shift as possible.

5.9.2 If scheduled employees are required to work more than one-half (1/2) hour in excess of the posted schedule for that day, such employee shall be entitled to receive a thirty-five cent (35¢) per hour premium for all hours worked in excess of the posted schedule.

5.9.2(a) This provision shall not apply if the additional scheduled hours were changed in accordance with the terms of Section 5.9.

5.9.2(b) In the event the employee works more than eight (8) hours, the highest applicable premium shall apply and there shall be no compounding of premium and/or overtime pay.

5.9.2(c) This provision shall not apply to Courtesy and Helper Clerks.

5.10 The Employer shall not schedule any employee for a split shift.

## **ARTICLE 6 - CLASSIFICATIONS AND MINIMUM RATES OF PAY**

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

6.2 For the purpose of computing months of experience and determining length of service wage adjustments under Section 6.1 of this Article -- One hundred seventy-three and one third (173-1/3) compensable hours of employment with the current Employer shall be counted as

one (1) month's experience provided that no employee shall be credited for more than one hundred seventy-three and one third (173-1/3) hours of experience in any one calendar month. All wage adjustments required by the application of this Section shall be effective on the following Sunday.

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

6.2.2 Employees who receive a certificate from a vocational school in cash register operations shall be credited with all classroom hours.

6.3 Where an employee is hired where comparable past experience is applicable, all past experience for an apprentice shall apply if the comparable past experience has been within two (2) years previous to employment. Past experience must be claimed by an employee on his or her employment application in order to claim wage adjustments for incorrect payment by the Employer. Applicable past experience is defined as comparable work performed in the retail grocery industry.

6.3.1 Comparable past experience for employees who were formerly Journeymen shall be applied as follows:

Those employees who have not worked for the past:

- 0 - 2 years shall be considered Journeymen
- 2 - 3 years shall be considered Step 6 Apprentice
- 3 - 4 years shall be considered Step 4 Apprentice
- Over 4 years shall be considered Step 1 Apprentice

6.3.2 This shall not preclude an Employer from hiring or paying employees at a scale in excess of the aforementioned brackets.

6.4 All employees, except those in the classification Courtesy Clerk, and except in cases of emergency beyond the Employer's control or where the employee is unable to work four (4) hours on a particular day, shall receive not less than four (4) continuous hours work or equivalent compensation in any one (1) day ordered to report for work, compensation to begin at the time of reporting for duty.

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

### ARTICLE 7 - HOLIDAYS

7.1 The following days shall be considered holidays for all employees who have been employed for ninety (90) consecutive calendar days:

New Year's Day	Labor Day
Presidents' Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

7.1.1 The holidays set forth in Section 7.1 shall be observed as holidays on the date established for each by Federal legislation.

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

7.2 Effective January 1, 2008 employees with one (1) year of continuous service with the Employer shall be entitled to a personal holiday. By mutual agreement between the Employer and employee, the employee may receive payment in lieu of such in accordance with Section 7.3. Employees shall give the Employer a thirty (30) day notice prior to their personal holiday. The personal holiday shall not be carried over into the next year. (Note: Employees have not taken their 2007 birthday holiday shall be allowed to do so before the end of 2007.)

7.3 Employees, provided they normally work the hours as specified below, who work during the week in which the holiday occurs, and report for work their last scheduled working day preceding and their next scheduled working day immediately following the holiday, shall be paid for holidays, specified in Sections 7.1 and 7.2 of this Article, not worked on the following basis, provided that in any event if the preceding qualifications for holiday pay are met by the employee and he works thirty-two (32) or more hours in the holiday week he shall receive eight (8) hours of holiday pay.

7.3.1 Hours normally worked per week shall mean the employee's average weekly hours for the last eight (8) weeks of work prior to the holiday (week) or date of hire, whichever is applicable.

7.3.2 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.

<u>Hours Normally Worked Per Week</u>	<u>Hours of Holiday Pay</u>
12 to 24	4
24 to 32	6
32 or more	8

7.4 Employees who qualify for holiday pay as specified in Section 7.3 of this Article shall be paid time and one-half (1-1/2) in addition to such holiday pay for work performed on holidays named in Section 7.1 of this Article. Employees who do not qualify for holidays pursuant to Section 7.3 of this Article shall receive time and one-half (1-1/2) for work performed on such holidays, provided, this shall not apply to the employee's personal holiday.

7.5 Holidays, either worked or not worked, shall not be considered as days worked for the purpose of computing weekly overtime except in the case of employees who normally work six (6) days per week, totaling at least forty-four (44) hours per week. In the case of the employee's personal holiday, the week in which the personal holiday is observed shall be considered as the holiday week.

#### ARTICLE 8 - VACATION

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

<u>Hours Worked</u>	<u>Hours of Paid Vacation</u>
800 to 1200	20
1200 to 1600	24
1600 to 2080	32
2080 or more	40

8.2 Employees on the second (2nd) and each subsequent anniversary date of their employment to the fifth (5th) anniversary date of their employment (after the second (2nd) and each subsequent year to the fifth (5th) year of continuous employment) shall be entitled to a vacation with pay at their straight-time hourly rate based upon the number of hours in the preceding twelve (12) months as follows:

<u>Hours Worked</u>	<u>Hours of Paid Vacation</u>
800 to 1200	40
1200 to 1600	48
1600 to 2080	64
2080 to 2288	80

2288 to 2496	88
2496 or more	96

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

<u>Hours Worked</u>	<u>Hours of Paid Vacation</u>
800 to 1200	60
1200 to 1600	72
1600 to 2080	96
2080 to 2288	120
2288 to 2496	132
2496 or more	144

8.4 Employees on the twelfth (12th) and each subsequent anniversary date of their employment shall be entitled to vacation with pay at their straight-time hourly rate based upon the number of hours worked in the preceding twelve (12) months as follows:

<u>Hours Worked</u>	<u>Hours of Paid Vacation</u>
800 to 1200	80
1200 to 1600	96
1600 to 2080	128
2080 to 2288	160
2288 to 2496	176
2496 or more	192

8.5 It is hereby understood and agreed that in computing "hours of paid vacation" for employees who regularly appear on the payroll for thirty-two (32) or more hours per week, the terms of Sections 8.1, 8.2, 8.3, and 8.4 of this Article shall be applied so that working time lost up to a maximum of one hundred sixty (160) hours due to temporary layoff, verified cases of sickness or accident, or other absence from work approved by the Employer (in addition to vacation and holiday time off earned and taken by the employee) shall be counted as time worked.

8.6 Employees who average twenty (20) hours or more per week, who terminate or are terminated (discharge for dishonesty excepted) after the first or any subsequent anniversary date of their employment and prior to their next anniversary date of employment shall be entitled to vacation pay at their straight-time hourly rate based upon the number of hours worked since the last anniversary date of their 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.

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

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

8.9 The Employer agrees to pay earned vacation pay prior to vacation if requested by the employee on a timely basis.

8.10 All vacations shall be scheduled by seniority and all weeks of vacation may be taken separately or consecutively (up to three (3) weeks) at the sole discretion of the employee.

#### ARTICLE 9 - SICK LEAVE

9.1 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 off-the-job.

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

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

9.3 Sick leave pay, to the extent it has been earned, shall begin on the third (3rd) normally scheduled working day of illness or injury-off-the-job or the first (1st) normally scheduled working day, if the employee is hospitalized on such first (1st) day of illness thereafter or if the employee has a full sick leave bank (160 hours), and shall be in an amount per day equal to the average number of straight-time hours worked per day by the employee during the past twelve (12) months; provided, 1) the daily total of sick leave pay under this Article and disability payments provided by the Health and Welfare Plan shall not exceed the current regular straight-time rate for the employee's average hours up to eight (8) hours per day; and, 2) not

more than five (5) days' sick leave pay shall be required in any one (1) workweek. For purposes of this Article, disabling outpatient surgery will be treated as hospitalization.

9.4 Sick leave pay shall be cumulative from year to year, but not to exceed a maximum of one hundred twenty (120) hours. Sick leave pay must be earned by employment with one Employer. Effective May 1, 2001, the maximum sick leave bank will be increased to one hundred and sixty (160) hours.

9.5 A doctor's certificate or other authoritative verification of illness may be required by the Employer and, if so, must be presented by the employee 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 the employee's return to work, provided the Employer has given reasonable advance notice.

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

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

9.7 Sick leave benefits shall apply only to bona fide cases of illness and injury off-the-job and shall not apply to on-the-job accidents which are covered by Article 13 of this Agreement. Sick leave may be used to supplement Worker's Compensation to the extent it has been accumulated; however, the total of sick leave pay, disability payment under any insurance plan, and Worker's Compensation benefits paid to an employee in any calendar week shall not exceed the average earnings of the employee for the six (6) work weeks prior to his/her absence.

9.8 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 9.1 through 9.8 above.

#### **ARTICLE 10 - FUNERAL LEAVE**

10.1 Employees with less than six (6) months of employment will be allowed time off without pay to attend funerals for the immediate family as defined below. After six (6) months of employment, employees who are regularly employed twenty (20) hours or more per week shall be allowed up to three (3) days off with pay for loss of their normal scheduled hours of work, provided the employee attends the funeral. Funeral leave will be paid only with respect to a workday on which the employee would otherwise have worked and shall not apply to an employee's scheduled days off, holidays, vacation, or any other day in which the employee would not, in any event, have worked. Scheduled days off will not be changed to avoid

payment of funeral leave. Funeral leave shall be paid for at the employee's regular straight-time hourly rate. Immediate family shall be defined as spouse, son, daughter, mother, father, mother-in-law, father-in-law (existing spouse), grandparents, brother, sister, stepchildren, grandchildren, current step-mother, current step-father, domestic partner or relatives residing with the employee.

#### **ARTICLE 11 - JURY DUTY**

11.1 After their first (1st) year of employment, employees who are regularly employed twenty (20) hours or more per week who are called for service on a District Court, Superior Court, Municipal 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 and one hundred twenty (120) hours within any calendar year; provided, however, an employee called for jury duty who is temporarily excused from attendance at court must report for work if sufficient time remains after such excuse to permit him to report to his place of work and work at least one-half (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 payments, the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of jury pay received. Employees may receive compensation on one (1) panel per year.

11.1.1 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.

11.1.2 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 12 - HEALTH AND WELFARE/DENTAL**

12.1 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 January 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.

12.2 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 6, 2007.

12.3 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.

12.4 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.

12.4.1 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.

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

#### **ARTICLE 13 - STATE INDUSTRIAL INSURANCE**

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

#### **ARTICLE 14 - RETIREMENT PROGRAM**

14.1 Each Employer and the Union agree to be bound by the terms and provisions of that certain Trust Agreement creating the Retail Clerks Pension Trust Fund dated January 13, 1966, and as subsequently amended. Further, each Employer accepts as his representatives, for the purpose of such Trust Fund, the Employer Trustees who will be appointed by Allied Employers, Inc., to serve on the Board of Trustees of said Trust Fund and their duly appointed successors.

14.2 Effective October 1, 2004, based on September 2004 hours, the Employer will contribute the following amounts plus an additional supplemental contribution that is 10¢ per hour for each compensable hour (maximum of one hundred and seventy-three [173] hours

per calendar month per employee). (The supplemental contribution is based on the parties' pension agreement.)

	Current + Supplemental
CCK	40¢ + 10¢ = 50¢
Courtesy Clerks	25¢ + 10¢ = 35¢

14.3 The term "compensable hour" shall have the same meaning as set forth in Article 12.

14.4 The contribution referred to in Section 14.2 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.

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

14.5 The provisions of Section 17.3 of Article 17 of this Agreement shall, in no way, apply to or affect the Employer's obligation to pay contributions to this Trust Fund.

#### ARTICLE 15 - GENERAL CONDITIONS

15.1 The Employer shall not permit demonstrators, salesmen or other employees of a supplier to perform work of store clerks. Demonstrators assigned to a store by a supplier shall confine themselves to the particular items being demonstrated and wear clothing or carry some badge identifying them with the product or firm for which the demonstration is made.

15.2 All gowns, aprons and uniforms required by the Employer shall be furnished and kept in repair by the Employer and, except where the garment is of drip dry materials, the Employer shall pay for laundering of same:

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

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

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

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

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

15.7 If any employee is required to travel from one place to another during the course of the performance of the day's work, said employee shall be compensated for such time and for any legitimate expenses incurred. Such employees shall be reimbursed for public transportation expense if used, or be granted mileage allowance at IRS allowable rate per mile, if the employee provides the vehicle to be used.

15.8 Where the masculine or feminine gender has been used in any job classification or 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 of any other provisions.

15.9 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 - NON-DISCRIMINATION

16.1 The parties to this Agreement acknowledge their responsibilities under Title VII of the Civil Rights Act of 1964 and the Age Discrimination in Employment Act of 1967, and do hereby agree not to discriminate on the basis of race, color, religion, sex, national origin or age.

#### ARTICLE 17 - GRIEVANCE PROCEDURE

17.1 Any grievance or dispute concerning the application or interpretation of this Agreement must be presented in writing by the aggrieved party to the other party within sixty (60) days

from the date of the occurrence giving rise to such grievance or dispute, except in cases of discharge which must be presented within fifteen (15) days; otherwise, such right of protest shall be deemed to have been waived. Such grievances shall be adjusted by accredited representatives of the Employer and the Union. In the event of the failure of these parties to reach a satisfactory adjustment within twenty-one (21) days from the date the grievance is filed in writing by the aggrieved party, the matter must be referred by the moving party for final adjustment to a Labor Relations Committee consisting of two (2) members from the Employer and two (2) members from the Union and the decision of the Labor Relations Committee shall be final and binding. In the event the Labor Relations Committee fails to reach an agreement within seven (7) days from the date a grievance is considered by the Committee, the moving party must, within seven (7) days thereafter, refer the grievance to arbitration by requesting the Federal Mediation and Conciliation Service to submit a list of eleven (11) names of qualified arbitrators from which the parties shall select the Arbitrator. In the event the moving party submits a request for a panel of arbitrators in accordance with the foregoing provisions and the Federal Mediation and Conciliation Service fails to provide such a list within twenty-one (21) days from the date of the request, the parties may mutually select an Arbitrator. If they are unable to agree upon an Arbitrator within three (3) working days, the moving party may contact the American Arbitration Association for an alternate panel of arbitrators. The Labor Relations Committee and the Arbitrator shall have no power to add to, subtract from, or change or modify any provision of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they apply to the specific facts of the issue in dispute. The decision of the Arbitrator shall be final and binding on all parties and shall be rendered within thirty (30) days from the close of the hearing or the receipt of briefs, whichever is later. Should the arbitrator fail to comply with these provisions, he will not be paid for his services. The moving party shall notify the arbitrator of this provision during the selection process. If the assignment is refused, the parties agree to select an alternate.

17.1.1 The losing party shall pay the cost of the arbitrator. The parties agree that the arbitrator has the authority to determine appropriate pro-ration of this cost in the event of a split decision and award. The arbitrator should be made aware of the requirements of this provision at the conclusion of the arbitration hearing.

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

17.2 During the process of making adjustments under the rule and procedures set forth in 17.1 above, no strike or lockout shall occur.

17.3 Except as provided in 17.1, grievances shall not be recognized unless presented in writing within sixty (60) days from the date of the occurrence causing the complaint or

grievance, except in cases where report of the grievance has been suppressed through coercion by the Employer.

17.3.1 In the event the claim is one for additional wages, any such claim shall be limited to wages, if any, accruing within the sixty (60) day period immediately preceding the date upon which the grievance was filed in writing.

17.3.2. Where there is an automatic wage bracket adjustment (failure to progress the employee in classification in accordance with the hours worked formula of Appendix "A") due under the terms of the Appendix, the period of adjustment shall be one (1) year from the date the grievance was filed in writing.

17.4 It is understood that any of the foregoing time limits may be waived by mutual agreement, if the time limits are not mutually waived, failure to comply constitutes waiver.

17.5 The Employer and the Union shall make available to the other, pertinent data necessary for the examination of all circumstances surrounding a grievance. The Arbitrator shall be empowered to effect compliance with this provision by requiring the production of documents and other evidence.

#### **ARTICLE 18 - NO STRIKES OR LOCKOUTS**

18.1 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 cause for discharge or discipline and it shall not be a violation of this Agreement for an employee to refuse to cross a primary labor union picket line at the Employer's premises that has been established to support a legal strike, provided the picket line is approved by Local #367.

#### **ARTICLE 19 - TECHNOLOGICAL CHANGES**

19.1 Notwithstanding the above, it is agreed that should the Employer intend to institute electronic checkout systems which result in the removal of price marking from the stores which would have direct, material impact on employment covered by this Agreement, the Employer shall give to the affected Union or Unions at least sixty (60) days written advance notice by certified or registered mail setting forth the nature of such intended changes and/or methods of operation.

19.2 Upon written request by the Union, negotiations shall commence with respect to the following subjects: Rates of pay for new jobs which might be created; transfer to comparable work, within or outside the bargaining unit, or the disposition of displaced employees resulting from the institution of such new methods.

19.3 In the event the parties do not reach agreement within such period, then all unresolved issues as set forth above shall be submitted to final and binding arbitration. It is not the intent

of the parties that such negotiations or arbitrations will in any way jeopardize the efficiencies and increased productivity to be gained by the installation of such systems.

19.4 The parties further agree that the Arbitrator's decision shall be final and binding, and that there will be no strikes, work stoppages, lockouts, or economic action of any sort or form employed by either party in connection with, or arising out of, any dispute concerning or related in any way to the operation of this Section.

19.5 It is agreed and expected that the parties will exert every effort to accomplish the foregoing within the sixty (60) day allotted period, but failing to do so, shall not prohibit or in any way impede the Employer from installing or effectuating any such new methods, systems, or equipment upon the expiration of the allotted sixty (60) day time period, unless such period is extended by mutual written agreement. The decision of the Arbitrator or the parties shall be effective on or retroactive to the date such new methods are installed. The cost of the impartial Arbitrator shall be borne equally by the parties.

19.6 If the addition of a second U-Scan unit in any store has a material impact on any of the bargaining unit employees, the parties will agree to bargain over the effects of the installation of the second U-Scan unit in that store. A "unit" is defined as a bank with one to four self-scanners.

#### **ARTICLE 20 - SEPARABILITY - SAVINGS**

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

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

#### **ARTICLE 21 - NO FREE TIME**

21.1 The Employer shall be responsible for payment for 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.

**ARTICLE 22 - DURATION OF AGREEMENT**

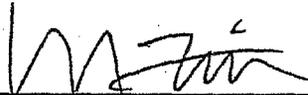
22.1 This Agreement shall be in full force and effect from and after May 6, 2007 until May 1, 2010, at which time it shall be automatically renewed for a period of one (1) year from said date, and thereafter for each year upon each anniversary of said date without further notice; provided, however, that either party may open this Agreement for the purpose of discussing a revision no later than sixty (60) days prior to said expiration date of each anniversary thereof upon written notice being served upon either party by the other.

22.2 If during the second year of this Agreement, the United States becomes engaged in a nationally recognized wartime emergency, the parties hereto agree that upon sixty (60) days notice in writing either party may reopen this Agreement.

IN WITNESS WHEREOF, we attach our signatures this 5<sup>th</sup> day of August, 2008.

ALLIED EMPLOYERS, INC.  
For and on behalf of  
FRED MEYER, INC.

UNITED FOOD & COMMERCIAL  
WORKERS UNION LOCAL NO. 367

BY   
Randall L. Zeiler  
President

BY   
Teresa Iverson  
President

### COURTESY CLERKS

1. Duties: Courtesy Clerk - An employee who may perform only the following duties:
  - a. Bag or box the merchandise after it has been checked out and take it to the customer's vehicle.
  - b. Cleanup in and around the store so long as the cleanup does not result in the handling of any merchandise, except in the event of spillage, and in that event merchandise may be moved in conjunction with the cleanup.
  - c. Collect and line up shopping carts and return them to the store from the parking lot.
  - d. Stock the bags in the checkstands.
  - e. Collect bottles, take them to the designated area and sort them.
  - f. Change the reader board.
  - g. Return merchandise from the checkstand area to its display area.
  - h. Verify prices.
  - i. Pull cardboard.
  - j. Water plants and flowers.
  - k. Cover produce and frozen food cases.

2. Schedules: The classification of each Courtesy Clerk shall be shown on the weekly work schedule.

### 3. Violations and Penalties - Courtesy Clerk

#### Violations

- a. Courtesy Clerks Performing assigned duties other than those specified in para. 2., a - k.

#### Penalties

- a. On the first and subsequent violation, the Courtesy Clerk shall be compensated at the "Helper Clerk" rate of pay as set forth under the Grocery Agreement for all hours worked by the employee for that week.

APPENDIX "A"

WAGE CLASSIFICATIONS

For employees hired prior to August 15, 2004:

<b>CCK Journey person</b>	<b>CURRENT</b>	<b>5/6/07</b>	<b>5/4/08</b>	<b>5/3/09</b>
Journey person (over 4852)	\$15.21	\$15.71	\$16.11	\$16.46
App. Step 6 4161 - 4852	12.29	12.60	12.60	12.60
App. Step 5 3294 - 4160	11.12	11.40	11.40	11.40
App. Step 4 2428 - 3293	10.26	10.52	10.52	10.52
App. Step 3 1561 - 2427	9.53	9.77	9.77	9.77
App. Step 2 693 - 1560	8.38	8.59	8.59	8.80
App. Step 1 0 - 692	8.03	8.35	8.35	8.60

<b>Courtesy Clerk</b>	<b>CURRENT</b>	<b>5/6/07</b>	<b>5/4/08</b>	<b>5/3/09</b>
0-520 hrs.	8.03	8.25	8.25	8.50
Over 520 hrs.	8.03	8.35	8.35	8.60

First wage increase is retroactive to May 6, 2007 for employees on the payroll on the date of ratification.

All wage increases shall be 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.

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.

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:

<b>CCK Journeyman</b>	<b>CURRENT</b>	<b>5/6/07</b>	<b>5/4/08</b>	<b>5/3/09</b>
Journeyman	\$15.21	\$15.71	\$16.11	\$16.46
Next 520 hours	12.37	12.65	12.65	12.65
Next 1040 hours	11.37	11.63	11.63	11.63
Next 1040 hours	10.37	10.61	10.61	10.61
Next 1040 hours	9.37	10.00	10.00	10.00
Next 1040 hours	8.87	9.50	9.50	9.50
Next 1040 hours	8.37	9.00	9.00	9.00
Next 1040 hours	8.03	8.60	8.60	8.80
1 <sup>st</sup> 1040 hours	8.03	8.35	8.35	8.60

<b>Courtesy Clerk</b>	<b>CURRENT</b>	<b>5/6/07</b>	<b>5/4/08</b>	<b>5/3/09</b>
1 <sup>st</sup> 1040 hrs	8.03	8.25	8.25	8.50
Thereafter	8.03	8.35	8.35	8.60

First wage increase is retroactive to May 6, 2007 for employees on the payroll on the date of ratification.

All wage increases shall be 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.

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.

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

## MEMORANDUM OF UNDERSTANDING #1

### 1. Manufacturer's Representatives, Book or Advance Salesmen

"Manufacturer's Representatives" and "Book or Advance Salesmen" will be allowed to perform only the following functions in retail food stores covered by this Agreement:

- a. Take orders.
- b. Check code dates and, thereafter, return said merchandise to the shelf in a neat and orderly manner. Remove outdated merchandise from the shelf.
- c. Remove returnable merchandise from a central location in the storage area (backroom) of the store.
- d. Remove from shelves, merchandise which has been determined by a manufacturer, processor, supplier or distributor to be contaminated and which, thereby presents a health hazard or which has been ordered removed by a Federal, State or Municipal authority.
- e. Construct, assemble or place mechanical, electric or electronic displays.
- f. Build initial promotional displays at specifically designated locations, not to include normal shelf display, which may include merchandise for selection or pick-up by customers. If such displays require replenishment of merchandise because of customer pick-up, such merchandise replenishment shall be performed by employees covered by this Agreement.

This will not preclude the Employer from utilizing the services of individuals not covered by this Agreement, including, but not limited to "Book or Advance Salesmen," outside suppliers, employees, etc., to perform any necessary work in the store in conjunction with the opening of a new store, remodeling or extensive re-merchandising of an existing store (or part thereof).

### 2. Driver-Salesmen

Driver-Salesmen may perform any work that is necessary to merchandise the merchandise that their Company supplies a store with, including but not limited to ordering, stocking, pricing, rotating of such merchandise, building of displays, etc., at the time of their delivery of such merchandise. Driver-Salesmen will not be permitted to make call-backs for the purpose of merchandising food merchandise that has been stored in the store.

The above understanding and clarifications will not alter in any respect the Industry's prevailing practices with respect to the merchandising of soft drink, beer and ale products, and ice cream.

**LETTER OF UNDERSTANDING #1**

**PERMANENT JOB OPENINGS**

---

This is to confirm our understanding reached during our most recent negotiations that the parties agreed to the following provision as it relates to permanent individual job openings within the bargaining unit:

CCK employees, who desire to transfer to other department(s) within the store, shall make their desires known to the Company, in writing, and such employee shall be given first consideration for such vacancies. Selection to fill the vacancy shall be made on the basis of Company seniority, ability and qualifications being relatively equal.

CCK employees transferred to another department in the store shall have a ninety (90) day trial period. Said trial period shall not jeopardize the employee's former classification or seniority.

In all cases, CCK employees transferring to other departments will retain their hire date for purposes of benefit entitlements within the new department.

**LETTER OF UNDERSTANDING #2**  
**SCHEDULING PRACTICES**

---

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 #3**

**DESIGNATION OF UNION REPRESENTATIVE**

---

This is to confirm that during the recent negotiations the Employer 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 in accordance with Section 2.05 of the above referenced Labor Agreement.

**LETTER AGREEMENT #4**

**MOST FAVORED NATIONS**

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This Letter Agreement is by and between Fred Meyer, Inc. and UFCW Union Local #367 and it should be considered as incorporated by reference as part of the Collective Bargaining Agreement that will go into effect on May 6, 2007. 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 Combination Food/Non-Food Checkstand Department 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 Combination Food/Non-Food store(s), the Employer party to this Agreement shall be privileged to adopt any such settlement into 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 #5

### DUES CHECK-OFF

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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 Employer 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 #6**

**SCHEDULED DAYS OFF**

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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 #7**  
**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 #8**  
**OPTIONAL VOLUNTARY BUYOUT**

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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.

EXHIBIT   D

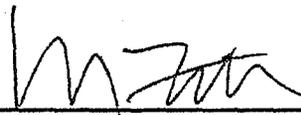
The parties hereby agree to the following Memoranda and Letters of Understanding:

- MEMORANDUM OF UNDERSTANDING #1: Manufacturer's Representatives, Book or Advance Salesmen
- LETTER OF UNDERSTANDING #1: Permanent Job Openings
- LETTER OF UNDERSTANDING #2: Scheduling Practices
- LETTER OF UNDERSTANDING #3: Designation of Union Representative
- LETTER OF UNDERSTANDING #4: Most Favored Nations
- LETTER OF UNDERSTANDING #5: Dues Check-Off
- LETTER OF UNDERSTANDING #6: Scheduled Days Off
- LETTER OF UNDERSTANDING #7: Grievance Procedure
- LETTER OF UNDERSTANDING #8: Optional Voluntary Buyout

IN WITNESS WHEREOF, we attach our signatures this 5<sup>th</sup> day of August, 2008.

ALLIED EMPLOYERS, INC.  
For and on behalf of  
FRED MEYER, INC.

UNITED FOOD & COMMERCIAL  
WORKERS UNION LOCAL NO. 367

BY   
Randall L. Zeiler  
President

BY   
Teresa Iverson  
President



1 HEARING OFFICER TODD: Back on the record.

2 In off the record discussions, the parties have agreed to  
3 stipulate that the following classifications are to be excluded  
4 from any unit found appropriate by the Regional Director...

5 The first classification is Supervisors, and the following  
6 classifications are to be excluded on the basis that these  
7 individuals either hire or discipline employees, or have the  
8 authority to effectively recommend hiring or disciplining  
9 employees.

10 In the Apparel Department, the Manager, the Assistant  
11 Manager, the third-in-charge.

12 In the Home Department, the Manager, the Merchandising  
13 Manager, the Operations Manager, the Relief Assistant Manager,  
14 fourth-in-charge, and HCC Section Head.

15 In the Photo Department, which is also referred to as the  
16 PEM Department, the Manager, the Assistant Manager, and the  
17 Relief Assistant Manager.

18 In the Shoe Department, the Section Head/Manager.

19 In the Garden Center, the Section Head/Manager.

20 In the Jewelry Department, the Jewelry Manager.

21 The parties also agree to exclude Loss Prevention  
22 employees, as those are guards, within the meaning of the Act,  
23 and these employees must enforce against employees and other  
24 persons, ruled to protect the property of the Employer's  
25 premises...

1 MR. ALLI: Store Director --

2 HEARING OFFICER TODD: They further agree to exclude the  
3 Store Director on the basis that this individual -- that this  
4 classification is a manager and/or supervisor; that this  
5 individual is a manager within Section 2(11) of the Act, in  
6 that they have the authority to hire and fire employees, or  
7 effectively recommend such. They are also managers within the  
8 Act, and that they formulate and effectuate management policies  
9 by expressing and making operative the decisions of their  
10 Employer, and they have the discretion in the performance in  
11 their jobs, independent of their Employer's established  
12 policies. Further, management trainees are excluded on the  
13 same managerial basis, and the same factual basis.

14 Pharmacists are excluded, in that they are professional  
15 employees, and their work requires knowledge of an advanced  
16 type in the field of science or learning customarily acquired  
17 by a prolonged course of instruction and study in an  
18 institution of higher learning, and their work is predominantly  
19 intellectual and varied in character, as opposed to routine  
20 mental, manual, mechanical, or physical, and Plain Land  
21 employees are excluded on the basis, that they share no  
22 community of interest with either the Grocery Department,  
23 Nutrition employees, or other -- or the General Merchandise  
24 Departments.

25 Do -- Mr. Schwerin, do you so stipulate?

Argie Reporting Service  
22623 West 46<sup>th</sup> Terrace  
Shawnee, Kansas 66226  
Phone: (913) 422-5198

EXHIBIT E

1 MR. SCHWERIN: I do, with one minor clarification.

2 HEARING OFFICER TODD: Okay.

3 MR. SCHWERIN: PEM refers to the Photo, Electronic, and  
4 Music combined department.

5 HEARING OFFICER TODD: Thank you.

6 And, Mr. Alli?

7 MR. ALLI: I will accept that stipulation.

8 HEARING OFFICER TODD: The stipulation is so received.

9 The parties have also discussed the classification of  
10 Human Resources Coordinator. That classification is in dispute  
11 for both stores, but in any event, would be less than ten  
12 percent of any unit found appropriate by the Regional Director.

13 Is that so, Mr. Schwerin?

14 MR. SCHWERIN: That's correct.

15 HEARING OFFICER TODD: Mr. Alli?

16 MR. ALLI: That's correct.

17 HEARING OFFICER TODD: Off the record, please.

18 (Off the record.)

19 HEARING OFFICER TODD: Back on the record.

20 At this time, Mr. Schwerin is going to be presenting the  
21 testimony of an employee working in the Nutrition Department,  
22 in the Lacey store. Again, we are going out of order, at this  
23 point in time, in order to accommodate certain schedules.  
24 After the testimony of this witness, we will be returning to  
25 the Employer's case-in-chief.

tr. br. l

Denture/Dental .....	Softballs .....
Deodorant .....	Stove & Lantern Fuel .....
Diet Needs .....	Stoves, Camping .....
Eye Care .....	Table Tennis .....
Feminine Hygiene .....	Tennis .....
First Aid .....	Tents .....
Foot Care .....	<b>Greetings</b>
Hair Care .....	Candles .....
Hair Dryers .....	Giftwrap .....
Heating Pads .....	Greeting Cards .....
Incontinent Needs .....	Party Goods .....
Laxatives .....	<b>Home Electronics</b>
Lotions .....	Answering Machines .....
Medicated Soaps .....	Audio Tape .....
Mouthwash .....	Cameras .....
Pain Relievers .....	Cassette Tapes .....
Rubs & Liniments .....	Compact Discs .....
Shampoos .....	Computer Accessories .....
Shaving Needs .....	Computer Games .....
Skin Care .....	Computers .....
Suntan Oil .....	Film .....
Toothpaste .....	Nintendo .....
Vaporizers .....	Photo Finishing .....
Vitamins .....	Photo Supplies .....
<b>Furniture</b>	Radios .....
Card Tables & Chairs .....	Stereo Equipment .....
Finished Furniture .....	Tape & CD Players .....
Office Furniture .....	Telephones .....
TV Trays .....	Televisions .....
Unfinished Furniture .....	Video Games .....
<b>Good Sports</b>	Video Tape .....
Baseballs .....	<b>Jewelry</b>
Basketballs .....	Jewelry, Fine .....
Bicycle Supplies .....	<b>Lumber Yard</b>
Bicycles .....	Casters, Furniture .....
Boat Supplies .....	Concrete Repair .....
Camping Equipment .....	Door Mat .....
Coolers .....	Furnance Filters .....
Exercise Equipment .....	Hardware, Builder's .....
Fishing Reels .....	Hardware, Cabinet .....
Fishing Tackle .....	Home Security .....
Food Smokers .....	Hose/Sprinklers .....
Footballs .....	House Numbers .....
Games, Outdoor .....	Ladders .....
Golf .....	Lawnmowers .....
Gym Bags .....	Lumber .....
Hunting .....	Mail Boxes .....
Hunting Knives .....	Metal Moulding .....
Lanterns .....	Nuts & Bolts .....
Pellet Guns .....	Roof Repair .....
Propane Cylinder .....	Rope .....
Pumps .....	Safes .....
Rain Suits .....	Saws, Chain .....
Shock Cords .....	Screens, Window .....
Shooting Supplies .....	Sheetrock Compound .....
Skateboards .....	Strings .....
Sleeping Bags .....	Weather Stripping .....
Soccer Balls .....	Wire .....

<b>Natural Choices</b>	Barbecues .....
Bulk Foods .....	Charcoal .....
Bulk Foods, Natural .....	Fans .....
Natural Foods .....	Fireplace Accessories .....
Natural Vitamins .....	<b>Setting</b>
<b>Office Works</b>	Dinnerware .....
Bulletin Boards .....	Mugs .....
Desk Lamps .....	Place Mats .....
Envelopes .....	<b>Stow &amp; Store</b>
File Cabinets .....	Closet Accessories .....
Notebooks & Paper .....	Hangers .....
Office Supplies .....	Moth Balls .....
Pens .....	Storage .....
School Supplies .....	Waste Baskets .....
Stationery .....	<b>Sweet Dreams</b>
Tablets, Writing .....	Bedspreads .....
Typewriter Paper .....	Linens .....
<b>Outdoor Garden</b>	Pillows .....
Bark Dust .....	Sheets, Bed .....
Gardening .....	<b>The Joy of Gardening</b>
Shrubs .....	Fertilizer .....
Watering Cans .....	Fireplace Accessories .....
<b>Paint Store</b>	Garbage Cans .....
Caulking .....	Garden Chemicals .....
Glues/Adhesives .....	Garden Sprayers .....
Paint, Exterior .....	Gloves, Work .....
Paint, Interior .....	Insecticides .....
Paint Spray .....	Planters .....
Paint Brushes .....	Pottery .....
Paint Sundries .....	Potting Soil .....
Poly Sheeting .....	Presto Logs .....
Sandpaper .....	Thermometers .....
Steel Wool .....	Tools, Garden .....
Tape, Masking .....	Wicker .....
Tools, Hand .....	<b>Tools</b>
<b>Pet Center</b>	Saws, Chain .....
Pet Food .....	Saws, Hand .....
Pet Supplies .....	Shop Vacs .....
<b>Plumbing</b>	Tape, Mending .....
Bathroom Hardware .....	Tools, Hand .....
Faucets .....	<b>Toy World</b>
Garbage Disposals .....	Children's Books .....
Medicine Cabinets .....	Color Books .....
Pipe/Fittings .....	Games, Table .....
Plumbing Repair .....	Models .....
Sink Accessories .....	Puzzles .....
Sinks .....	Toys .....
Tape Mending .....	Tricycles .....
Toilet Repair .....	Wagons .....
Toilet Seats .....	
Toilets .....	
Tool Boxes .....	
Tools, Power .....	
<b>Seasons</b>	

# Welcome

Here's your University Place

# Store Map & Directory

*"Our goal is to serve you so well, you'll want to return and shop with us again and again."*

(253) 460-4000

EXHIBIT F



Restrooms are located down the hall from Playland.

What's on your list today? You'll find it at **Fred Meyer**

# What's on your list today? Here's where to find it.

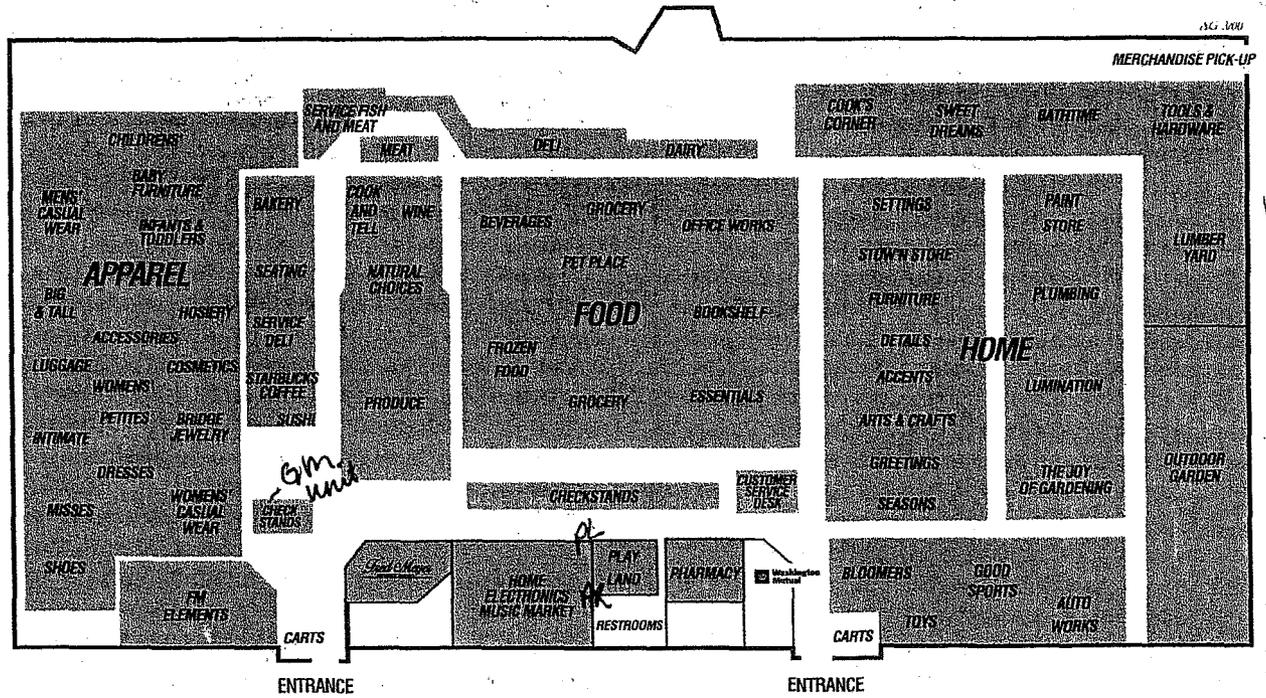
## CLOTHING

- Accessories.....Accessories
- Baby Furniture.....Baby Basics
- Childrens.....Children's
- Cosmetics.....Cosmetics
- Jewelry/Costume.....Accessories
- Ladies.....Ready-To-Wear
- Luggage.....Men's Wear
- Mens.....Men's Wear
- Shoes/Shoe Care.....Shoes

## FOOD

- Aluminum Foil.....8B
- Ammonia.....10A
- Antacids.....12A
- Baby Foods.....11A
- Bacon.....Deli
- Baking Needs.....6A
- Bathroom Tissue.....8B
- Beans, Canned.....7B
- Beans, Dried.....7A
- Beer.....4A
- Bleach.....9B
- Breads.....1B
- Brooms.....10B
- Butter.....Dairy
- Cake Mixes.....6B
- Canning Supplies.....8B
- Cereals, Dry.....5A
- Cereals, Hot.....5A
- Cheese, Natural.....Deli Backwall
- Cheese, Processed.....Deli Backwall
- Chips, Snack.....4A & B
- nocolate Chips.....6A
- Cigarettes.....Customer Service Desk
- Cocktail Mix.....5B
- Cocoa.....6A
- Coffee.....6B
- Coffee Creamer.....6B
- Condiments.....8A
- Cookies.....4B
- Crackers.....4B
- Detergents, Laundry.....9A
- Detergents, Liquid & Dish.....10A
- Diapers.....11A
- Dietetic Foods.....7A
- Fabric Softener.....9B
- Facial Tissue.....8B
- Fish, Canned.....7A
- Fish, Fresh.....Fish Department
- Flour.....6A
- Franks.....Deli

- Frozen Food.....3A & B
- Fruit, Canned.....6B
- Fruit, Dried.....6B
- Gelatin.....6B
- Gravy Mix.....7B
- Honey.....1B
- Household Cleaners.....10A
- Jams/Jellies.....1B
- Jell-O.....6B
- Juice, Fruit & Vegetable.....5B
- Ketchup.....8A
- KoolAid.....5B
- Lunch Meats.....Deli
- Marshmallows.....6A
- Mayonnaise.....8A
- Meat, Fresh.....Meat Department
- Mexican Foods.....8A
- Milk, Canned & Dry.....6A
- Milk, Fresh.....Dairy
- Mops & Brooms.....10B
- Mustard.....8A
- Napkins.....8B
- Noodles.....7B
- Nuts, Baking.....6A
- Nuts, Snack.....4B
- Oils, Cooking & Salad.....6B
- Olives.....8A
- Oriental Foods.....8A
- Oven Cleaner.....10A
- Pancake Mix.....6A
- Paper Plates & Cups.....8B
- Paper Towels.....8B
- Party Dips.....8A
- Pasta.....7B
- Peanut Butter.....1B
- Peanuts, Bagged (Whole).Produce
- Peanuts, Canned.....4B
- Pickles.....8A
- Picnic Supplies.....8B
- Polishes.....10B
- Pop.....Wine Department
- Popcorn.....4B
- Potatoes, Instant.....7B
- Prepared Dinners.....7A
- Raisins.....6B
- Rice.....7A
- Gloves, Rubber.....10B
- Salad Dressings.....8A
- Salt.....6A
- Sauce, Canned.....7B
- Sauce, Foil Packaged.....7B
- Sauce, Jars.....7B



- Seasoning Mixes.....7B
  - Seltzer Water.....5B
  - Shortening.....6B
  - Snacks.....4
  - Soap, Bar.....13B
  - Soup.....7A
  - Sour Cream.....Dairy
  - Spices.....6A
  - Stuffing Mix.....7B
  - Sugar.....6A
  - Syrup.....6A
  - Tea.....6A
  - Tobacco.....Customer Service Desk
  - Toppings, Dessert.....4B
  - Vegetables, Canned.....7B
  - Vegetables, Frozen.....3A
  - Vinegar.....8A
  - Water, Distilled.....5B
  - Water, Drinking.....5B
  - Water, Mineral.....5B
  - Window Cleaners.....10A
  - Wines.....Wine Department
- ## HOME
- Accents
  - Clocks.....
  - Lamps.....

- Picture Frames.....
- Arts & Crafts
- Art Supplies.....
- Sewing Notions.....
- Silk Flowers.....
- Thread.....
- Yarn.....
- Auto Works**
- AntiFreeze.....
- Auto Batteries.....
- Fire Extinguishers.....
- Flares, Road.....
- Gas Cans.....
- Oils, Automotive.....
- Seat Covers.....
- Bath Time**
- Bath Accessories.....
- Bathroom Scales.....
- Shower Curtains.....
- Towels.....
- Bloomers**
- Flowers, Fresh.....
- Potted Plants.....
- Bookshelf**
- Books.....
- Crayons.....
- Magazines.....

- Maps.....
- Candy**
- Candy.....1A
- Cooks Corner**
- Appliances.....
- Bakeware.....
- Can Openers.....
- Clothes Pins.....
- Cookware.....
- Dish Cloths.....
- Food Containers, Plastic.....
- Food Processors.....
- Frypans.....
- Griddles.....
- Hot Pads.....
- Ironing Needs.....
- Irons.....
- Kitchen Towels.....
- Kitchen Utensils.....
- Microwaves.....
- Mixers.....
- Ovenware.....
- Popcorn Poppers.....
- Pot Holders.....
- Pots & Pans.....
- Toasters.....
- Vacuum Cleaners.....

- Waffle Irons.....
- Details**
- Curtain Rods.....
- Drapery Hardware.....
- Mirrors.....
- Rugs.....
- Shelf Paper.....
- Shelving.....
- Wall Coverings.....
- Window Blinds.....
- Electrical**
- Batteries.....
- Ceiling Fans, Bathroom.....
- Ceiling Fans, Decorative.....
- Electrical Supplies.....
- Extension Cords.....
- Flashlights.....
- Fluorescent Tubes.....
- Heaters.....
- Light Bulbs.....
- Light Fixtures.....
- Range Hoods.....
- TV Antennas.....
- Essentials**
- Air Purifiers.....
- Braces, Elbow & Knee.....
- Cold Remedies.....

\*Home departments identified by overhead signs.

Case No.: 19-RC-15194

**United Food and Commercial Workers Union Local 367, affiliated with UFCW  
International Union**

Petitioner

**Fred Meyer Stores, Inc.**

Employer

**STIPULATION**

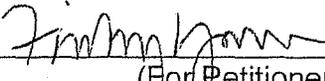
It is stipulated by the undersigned that:

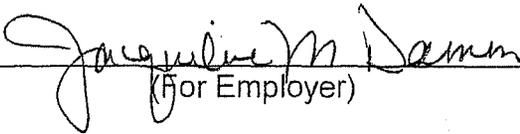
1. The following classifications are supervisory within the meaning of Section 2(11) of the Act in that they have the authority to hire, fire or effectively recommend such: Store Director, Food Department Manager, Service Deli Manager, Bakery Manager, Apparel Department Manager, Home Department Manager, Merchandising Manager, Operations Manager, Photo, Electronic and Music Department Manager, Garden Center Section Head Manager and Jewelry Manager.
2. The Pharmacists are excluded from any Unit found appropriate by the Regional Director as they are professional employees in that their work requires knowledge of an advanced type in the field of science or learning customarily acquired by a prolonged course of instruction and study in an institution of higher learning and their work is predominantly intellectual and varied in character, as opposed to routine mental, manual or physical, and they share no community of interest.

EXHIBIT G

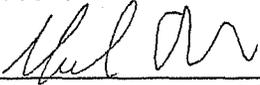
B3

3. The Human Resources Coordinator is to be excluded from any Unit found appropriate by the Regional Director as they are a confidential employee in that they act in a confidential capacity to persons who formulate, determine, and effectuate management policies in the field of labor relations.

  
\_\_\_\_\_  
(For Petitioner)

  
\_\_\_\_\_  
(For Employer)

Date: April 8, 2009

Approved:  
  
\_\_\_\_\_  
Hearing Officer

Employee Name	Loc/Section	Hire Date	Term Date	Soc.Sec.No	Address	Rate
ALDRIDGE, MELISSA A	00615/ CCK	10/06/01			932 E 56TH ST TACOMA, WA 98404	16.1100
BLANKENSHIP, BARBARA A	00615/ CCK	09/30/94			12528 GLENWOOD AVE. SW LAKEWOOD, WA 98499	16.1100
BRAEDT, KATHERINE M	00615/ CCK	11/17/94			10311 107TH ST SW LAKEWOOD, WA 98498	16.1100
BRASIER, BARBARA J	00615/ CCK	07/07/04			3612 SOUTH J ST TACOMA, WA 98418	16.1100
COORAY, HIDEE M	00615/ CCK	03/16/99			5711 95TH STREET SW #N105 LAKEWOOD, WA 98499	18.3500
DHILLON, MEMARIE L	00615/ CCK	01/21/04			5922 WILDAIRE RD SW LAKEWOOD, WA 98499	16.1100
EDIE, BRITTANI A	00615/ CCK	09/29/08			6210 88TH AVE WEST UNIVERSITY PLACE, WA 98467	8.6500
ELLIOTT, PAMELA J	00615/ CCK	08/20/08			P O BOX 39094 LAKEWOOD, WA 98496	16.1100
FEREDAY, TRICIA N	00615/ CCK	09/29/08			5806 67TH AVE WEST UNIVERSITY PLACE, WA 98467	10.0000
FERGUSON, NANCY L	00615/ CCK	05/15/90			24012 48TH AVE E GRAHAM, WA 98338	18.3500
FLETCHER, JACQUE E	00615/ CCK	04/28/94			7630 PAC. AVE NO 13 TACOMA, WA 98408	16.4100
GANAHL, JAMES L	00615/ CCK	02/27/09			6248 SOUTH MONTGOMERY ST TACOMA, WA 98409	8.6500
GRAHAM, ANGELA M	00615/ CCK	05/15/07			7228 SOUTH MONROE TACOMA, WA 98409	8.6500
GRAVER, DEBORAH A	00615/ CID	02/08/97			100N.E. LARSON LK RD BELFAIR, WA 98528	16.1100
GREENLEAF, PAMELA R	00615/ CCK	09/30/88			4230 N BRISTOL TACOMA, WA 98407	16.1100
HARGUESS, KORRISA A	00615/ CCK	04/28/04			8201 193RD AVE PLACE EAST BONNEY LAKE, WA 98391	16.1100
HARTSOX HANSON, KEM J	00615/ CCK	03/07/93			9108 WILDWOOD AVE SW LAKEWOOD, WA 98498	16.1100
HENDERSON, JOHN R	00615/ CCK	06/30/06			PO BOX 64853 UNIVERSITY PLACE, WA 98464	10.6100

EXHIBIT

H

Employee Name	Loc/Section	Hire Date	Term Date	Soc.Sec.No	Address	Rate
HENDRIE, KAREN M	00615/ CCK	05/19/92			8302 84TH AVE. SW #731 TACOMA, WA 98498	18.3500
HESS, SHANNON E	00615/ CCK	09/18/08			9710 134TH ST CT NW GIG HARBOR, WA 98329	8.6500
HILTON, TAMMERA L	00615/ CCK	07/13/07			1317 WOODLAWN TACOMA, WA 98465	11.6300
ISAAC II, ROBERT A	00615/ CCK	07/13/07			6315 52ND AVE WEST TACOMA, WA 98467	8.6500
ISAAC, TALINA A	00615/ CCK	03/07/01			3815 S TYLER ST UNIT A TACOMA, WA 98409	16.1100
KELLER, ELLIOTT J	00615/ CCK	05/12/08			7045 61ST ST W UNIVERSITY PLACE, WA 98467	8.6500
LAKOSE, ANN M	00615/ CID	10/07/96			7601 BURGESS ST WEST APT#6 TACOMA, WA 98498	16.1100
LATIMER, KEITH S	00615/ CCK	10/17/07			1007 S 74TH ST TACOMA, WA 98408	8.6500
LEE, JADA C	00615/ CCK	08/09/07			1422 RAINIER DRIVE #11 FIRCREST, WA 98466	16.1100
MATTHAEI, JOSHUA C	00615/ CCK	11/03/04			7310 N SKYVIEW J201 TACOMA, WA 98406	8.6500
MCNAMARA, DEBORAH A	00615/ CCK	09/16/05			6250 SO STEVENS ST TACOMA, WA 98409	16.1100
NGUYEN, JONATHON H	00615/ CCK	11/04/08			6241 61ST ST WEST UNIVERSITY PLACE, WA 98467	8.6500
OLDHAM, THOMAS J	00615/ CCK	05/12/08			4637 SO 73RD ST CT. TACOMA, WA 98409	8.6500
PACHKOFKY, TRICIA L	00615/ CCK	05/09/06			5020 88TH AVE W UNIVERSITY PLACE, WA 98467	10.6100
PAIGE, TERESA M	00615/ CCK	05/12/08			1003 CORONA DRIVE FIRCREST, WA 98466	10.0000
POPE, JANEY K	00615/ CCK	04/27/99			19302 AURORA DR. EAST SPANAWAY, WA 98387	16.1100
PRYOR, ROBIN L	00615/ CCK	12/08/06			4620 SOUTH 72ND ST TACOMA, WA 98409	16.1100
ROBERTS, TINA M	00615/ CCK	01/21/01			PO BOX 972	16.1100

EXHIBIT

H

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Union Employee Report  
Contract : 032100

Page - . . . . 3  
Date - . . . . 3/30/09

Employee Name	Loc/Section	Hire Date	Term Date	Soc.Sec.No	Address	Rate
RUSEV, DAVID P	00615/ CCK	02/27/09			LAKEBAY, WA 98349 5715 S 56TH ST TACOMA, WA 98409	8.6500
SANDIFER, JOHNNIE V	00615/ CCK	05/19/94			617 174TH ST S SPANAWAY, WA 98387	18.3500
SILVA, JEANETTE L	00615/ CCK	10/09/08			5816 HANNAH PIERCE RD W #I UNIVERSITY PLACE, WA 98467	10.0000
SMITH, PATRICIA D	00615/ CCK	07/24/92			4631 S 74TH ST TACOMA, WA 98409	18.3500
STUMPF, JESSICA A	00615/ CCK	10/01/07			127 175TH ST E SPANAWAY, WA 98387	10.6100
TAJALLE, FRANCES T	00615/ CCK	10/17/07			10604 16TH AVE CT SO #14 TACOMA, WA 98444	10.610
TURLAK, VADIM P	00615/ CCK	02/27/09			5711 SO. GOVE ST TACOMA, WA 98409	8.6500
WHEELER, CHARLENE M	00615/ CCK	08/11/99			10116 SALES RD. S. APT E-40 LAKEWOOD, WA 98499	16.1100
WRIGHT, GWENDOLYN	00615/ CCK	05/18/76			11815 182ND ST EAST PUYALLUP, WA 98374	16.1100

EXHIBIT H

# Fred Meyer Stores

## Job Description

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<b>Job Title:</b>	Customer Service Cashier
<b>Reports To:</b>	Customer Service Manager
<b>Group:</b>	Store Operations
<b>Division:</b>	OPS
<b>Department:</b>	N/A
<b>Section:</b>	N/A
<b>Location:</b>	Store
<b>Job Number:</b>	OPS_99205
<b>Job Type:</b>	301798
<b>Full-time/Part-time:</b>	Part- to Full-time
<b>FLSA Status:</b>	Hourly union and non-union
<b>Level of Supervision:</b>	Limited
<b>Work Pace:</b>	Self-paced
<b>Internal Cust. Contact:</b>	Regular
<b>External Cust. Contact:</b>	Regular
<b>Creation/Revision Date:</b>	March 2009

### Job Summary

Associates in this position engage in work which puts each and every Customer first. This job contributes to the success of Fred Meyer by:

- Assisting Customers and processing sales

Fred Meyer also requires that all Associates perform all tasks in a safe manner consistent with corporate policies and state and federal laws.

### Essential Duties & Responsibilities

Essential duties and responsibilities include the following. Other duties may be assigned:

- Models "Customer 1st" behavior, delivers and encourages other Associates to deliver legendary Customer service

- Performs cashier functions, including opening/closing register, ringing sales, completing tender transactions, bagging merchandise, making money drops (must be 19 years of age in Alaska to sell tobacco products)
- Completes file maintenance log for price discrepancies
- Ensures adequate checkstand supplies
- Maintains cleanliness of checkstand area to housekeeping standards
- Maintains knowledge of produce codes
- Answers telephones/pagers, when necessary
- Works on assigned projects as time allows and as directed
- Complies with all corporate policies
- Demonstrates, recognizes, and complies with Q and Service Plus actions
- Participates in mandatory training programs
- Complies with all safety guidelines and standards
- Ensures all Electronic Article Surveillance Tags are deactivated or removed from products at the point of sale
- Responds to Electronic Article Surveillance pedestal activations, as necessary

**Store Accounting:**

- Maintains confidentiality of all store accounting functions
- Balances all funds received against system totals
- Prepares bank deposit of excess funds (cash and checks)
- Meets daily armored car with the deposits
- Orders and receives funds from the bank for store's operating capital
- Issues funds to authorized persons
- Orders, receives, and issues lottery tickets, postage stamps, and money orders
- Audits store close out reports and enters differences into Web Reporting
- Balances and mails coupons and game licenses weekly
- Reports any known store problems to Accounting Support

**Supervisory Responsibilities**

None required

**Qualifications**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

**Education and/or Experience:** High school diploma or general education degree (GED); or equivalent combination of education and experience.

**Language Skills:** Ability to read and comprehend simple instructions, short correspondence, and memos. Ability to write simple correspondence. Ability to effectively present information in one-on-one and small group situations to

Customers, clients, and other Associates of the organization. Ability to read, write, and speak English fluently.

**Mathematical Skills:** Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

**Reasoning Ability:** Ability to apply common-sense understanding to carry out detailed but uninvolved written or oral instructions. Ability to deal with problems involving a few concrete variables in standardized situations.

**Competencies:** The core competencies/skills required to successfully perform this position are:

- **Building Strategic Working Relationships** - Developing and using collaborative relationships to facilitate the accomplishment of work goals.
- **Building Trust** - Interacting with others in a way that gives them confidence in one's intentions and those of the organization.
- **Communication** - Clearly conveying information and ideas through a variety of media to individuals or groups in a manner that engages the audience and helps them understand and retain the message.
- **Customer Focus** - Making Customers and their needs a primary focus of one's actions; developing and sustaining productive Customer relationships.
- **Inclusion** - Appreciating and leveraging the capabilities, insights, and ideas of all individuals. Working effectively with individuals of diverse style, ability, and motivation for a direct effect on business results.
- **Safety Awareness** - Identifying and correcting conditions that affect associate safety; upholding safety standards.

**Other Skills, Abilities and/or Training:**

**Required:**

- Minimum 18 years of age (19 years of age in Idaho)
- Commitment to providing Customer service that makes both internal and external Customers feel welcome, important, and appreciated
- Ability and willingness to move with purpose and a strong sense of urgency
- Ability to work weekends on a regular basis
- Ability to work overtime on an occasional basis
- Accuracy and attention to detail
- Completion of the department's required CBT / WBL modules
- Completion of company standardized cashier training program

**Helpful:**

- Knowledge of Fred Meyer policies, procedures, and organizational structure
- Related retail experience

## **Certificates, Licenses, Registrations**

- Any licenses or certificates required by federal and/or state

## **Physical Demands**

The physical demands described here are representative of those that must be met by an associate to successfully perform the essential functions of this job. While performing the duties of this job, the associate is-

*regularly required to do the following activities:*

- stand and walk up to 8 hours per day (three hours without a break)
- talk and hear
- twist upper torso
- reach up and/or down and out with hands and arms
- use hands to finger, handle, and/or feel objects, tools, or controls
- push/pull up to 10 pounds
- lift and carry up to 10 pounds

*frequently required to do the following activities:*

- stoop and/or crouch
- lift and carry up to 20 pounds
- push/pull up to 15 pounds

*occasionally required to do the following activities:*

- lift and carry up to 40 pounds
- push/pull up to 40 pounds

*rarely required to do the following activities:*

- lift and carry more than 50 pounds
- push/pull up to more than 100 pounds (with the assistance of a pallet jack or dolly)

Specific vision abilities required for this job include close vision, distance vision, and the ability to adjust focus.

## **Work Environment**

The work environment characteristics described here are representative of those an associate encounters while performing the essential functions of this job. While performing the duties of this job, the associate is-

*regularly exposed to work in the following conditions:*

- indoors
- work near moving mechanical parts

*rarely exposed to work in the following conditions:*

- risk of electrical shock
- outdoor weather conditions

While performing the duties of this job, the noise level in the work environment is usually moderate.

### **Comments**

For further information and/or questions, please contact the personnel department.

# Fred Meyer Stores

## Job Description

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<b>Job Title:</b>	Customer Service Desk Clerk
<b>Reports To:</b>	Customer Service Manager
<b>Group:</b>	Store Operations
<b>Division:</b>	OPS
<b>Department:</b>	Customer Service
<b>Section:</b>	N/A
<b>Location:</b>	Store
<b>Job Number:</b>	OPS99211
<b>Job Type:</b>	301800
<b>Full-time/Part-time:</b>	Part- to Full-time
<b>FLSA Status:</b>	Hourly union and non-union
<b>Level of Supervision:</b>	Limited
<b>Work Pace:</b>	Self-paced and based on Customer flow
<b>Internal Cust. Contact:</b>	Regular
<b>External Cust. Contact:</b>	Regular
<b>Creation/Revision Date:</b>	September 2007

### Job Summary

Associates in this position engage in work which puts each and every Customer first. This job contributes to the success of Fred Meyer by:

- Assisting Customers

Fred Meyer also requires that all associates perform all tasks in a safe manner consistent with corporate policies and state and federal laws.

### Essential Duties & Responsibilities

Essential duties and responsibilities include the following. Other duties may be assigned:

- Models a "Customer 1st" behavior, delivering and encouraging other associates to deliver legendary Customer service
- Provides information/solves problems for Customers
- Issues refunds and exchanges
- Processes money orders, layaways, gift certificates, and applications

[Customer Service Desk Clerk] - [OPS99211] - Page 1  
 Note: This document is subject to change. Please refer to the online document for the most current job description information.

EXHIBIT J

- Answers store telephones and faxes
- Maintains copy machines
- Provides fish and game licenses
- Opens/closes Customer Service Desk
- Provides lottery service (except Alaska)
- Processes purchase orders
- Processes pay-outs
- Processes rentals, i.e. Rug Doctor
- Processes blue receives and quality control Customer list
- OV's or sends correspondence, as directed
- Checks management system for bad checks; processes payment of bad checks
- Complies with corporate policies
- Demonstrates, recognizes, and complies with Q and Service Plus actions
- Participates in mandatory training programs
- Complies with all safety guidelines and standards
- Performs duties of Customer Service (CCK) Cashier (see OPS\_99205), as specified by location (must be 19 years of age in Alaska to sell tobacco products)

### **Supervisory Responsibilities**

None required

### **Qualifications**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

**Education and/or Experience:** Less than high school education, plus a minimum of 80 hours Fred Meyer cashier experience; or equivalent combination of education and experience.

**Language Skills:** Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before groups of Customers or associates of organization. Ability to read, write, and speak English fluently.

**Mathematical Skills:** Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry.

**Reasoning Ability:** Ability to apply common-sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

**Competencies:** The core competencies/skills required to successfully perform this position are:

- **Building Strategic Working Relationships** - Developing and using collaborative relationships to facilitate the accomplishment of work goals.
- **Building Trust** - Interacting with others in a way that gives them confidence in one's intentions and those of the organization.
- **Communication** - Clearly conveying information and ideas through a variety of media to individuals or groups in a manner that engages the audience and helps them understand and retain the message.
- **Customer Focus** - Making Customers and their needs a primary focus of one's actions; developing and sustaining productive Customer relationships.
- **Inclusion** - Appreciating and leveraging the capabilities, insights, and ideas of all individuals. Working effectively with individuals of diverse style, ability, and motivation for a direct effect on business results.
- **Safety Awareness** - Identifying and correcting conditions that affect associate safety; upholding safety standards.

**Other Skills, Abilities and/or Training:**

***Required:***

- Minimum 18 years of age / 19 in Idaho (handles money)
- Commitment to providing Customer service that makes both internal and external Customers feel welcome, important, and appreciated
- Ability and willingness to move with purpose and a strong sense of urgency
- Ability to work weekends on a regular basis
- Ability to work overtime on a rare basis
- Ability to preserve confidentiality of information
- Accuracy and attention to detail
- Ability to organize and prioritize a variety of tasks/projects
- Familiarity with retail terms and processes
- Completion of the department's required CBT / WBL modules

***Helpful:***

- Knowledge of Fred Meyer policies, procedures, and organizational structure
- High school diploma/GED
- Completion of the following classes:
  - CPR/First Aid
  - Bloodborne Pathogens
  - Hazardous Spill Response
  - POS
- Second language
- Related retail experience

## **Certificates, Licenses, Registrations**

None required

## **Physical Demands**

The physical demands described here are representative of those that must be met by an associate to successfully perform the essential functions of this job. While performing the duties of this job, the associate is-

*regularly required to do the following activities:*

- stand up to 8 hours per day (up to 3 hours without a break)
- talk and hear
- use hands to finger, handle, and/or feel objects, tools, or controls
- twist upper torso
- reach up and/or down and out with hands and arms
- push/pull up to 10 pounds
- lift and carry up to 10 pounds

*frequently required to do the following activities:*

- walk up to 2 hours per day (up to 15 minutes without a break)
- lift and carry up to 25 pounds
- push/pull up to 25 pounds
- stoop, kneel, crouch and/or crawl

*rarely required to do the following activities:*

- lift and carry up to 50 pounds

Specific vision abilities required for this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

## **Work Environment**

The work environment characteristics described here are representative of those an associate encounters while performing the essential functions of this job. While performing the duties of this job, the associate is-

*regularly exposed to work in the following conditions:*

- indoors

*frequently exposed to work in the following conditions:*

- outdoor weather conditions

*occasionally exposed to work in the following conditions:*

- fumes or airborne particles

[Customer Service Desk Clerk] - [OPS99211] - Page 4

*Note: This document is subject to change. Please refer to the online document for the most current job description information.*

EXHIBIT   J

While performing the duties of this job, the noise level in the work environment is usually moderate.

**Comments**

For further information and/or questions, please contact Human Resources.

# Fred Meyer Stores

## Job Description

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<b>Job Title:</b>	Parcel Clerk (CCK)
<b>Reports To:</b>	Customer Service Manager
<b>Group:</b>	Store Operations
<b>Division:</b>	OPS
<b>Department:</b>	Customer Service
<b>Section:</b>	N/A
<b>Location:</b>	Store
<b>Job Number:</b>	OPS99206
<b>Job Type:</b>	301827
<b>Full-time/Part-time:</b>	Part- to full-time
<b>FLSA Status:</b>	Hourly union and non-union
<b>Level of Supervision:</b>	Limited
<b>Work Pace:</b>	Self-paced
<b>Internal Cust. Contact:</b>	Regular
<b>External Cust. Contact:</b>	Regular
<b>Creation/Revision Date:</b>	September 2004

### Summary

The primary purpose(s) of this position is to:

- Assist Customers by loading parcels into vehicles, maintain the outside area of the store, and return shopping carts to the inside of the store

Fred Meyer also requires that all associates perform all tasks in a safe manner consistent with corporate policies and state and federal laws.

### Essential Duties & Responsibilities

Essential duties and responsibilities include the following. Other duties may be assigned:

- Provides Customer service
- Loads Customer parcels into vehicles
- Recovers displays; maintains cleanliness of parcel loading area and outside yard
- Puts away returned merchandise

[Parcel Clerk (CCK)] - [OPS99206] - Page 1  
*Note: This document is subject to change. Please refer to the on-line document for the most current job description information.*

- Performs checkstand housekeeping tasks
- Ensures adequate bags and checkstand supplies
- Cleans spills in CCK area
- Cleans and stocks restrooms
- Retrieves carts from parking lot
- Works on assigned projects as time allows and as directed
- Complies with all corporate policies
- Demonstrates, recognizes, and complies with Q and Service Plus actions
- Participates in mandatory training programs
- Complies with all safety guidelines and standards

### **Supervisory Responsibilities**

None required

### **Qualifications**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

**Education and/or Experience:** Less than high school education; or equivalent combination of education and experience.

**Language Skills:** Ability to read and comprehend simple instructions, short correspondence, and memos. Ability to write simple correspondence. Ability to effectively present information in one-on-one and small group situations to Customers, clients, and other associates of the organization. Ability to read, write, and speak English fluently.

**Mathematical Skills:** Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

**Reasoning Ability:** Ability to apply common-sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

### **Other Skills, Abilities and/or Training:**

***Required:***

- Minimum 16 years of age
- Committed to providing Customer service that makes both internal and external Customers feel welcome, important, and appreciated
- Ability and willingness to move with purpose and a strong sense of urgency
- Ability to work weekends on a regular basis

[Parcel Clerk (CCK)] - [OPS99206] - Page 2

*Note: This document is subject to change. Please refer to the on-line document for the most current job description information.*

EXHIBIT     K

- Ability to work overtime and an occasional basis
- Accuracy and attention to detail
- Completion of the department's required CBT modules

***Helpful:***

- Knowledge of Fred Meyer policies, procedures, and organizational structure
- Related experience

**Certificates, Licenses, Registrations**

- Any licenses or certificates required by federal and/or state

**Physical Demands**

The physical demands described here are representative of those that must be met by an associate to successfully perform the essential functions of this job. While performing the duties of this job, the associate is-

*regularly required to do the following activities:*

- walk up to 8 hours per day (up to 3 hours without a break)
- stand up to 8 hours per day (up to 3 hours without a break)
- talk and hear
- reach up and/or down and out with hands and arms
- use hands to finger, handle, and/or feel objects, tools, or controls
- lift and carry up to 10 pounds
- push/pull up to 25 pounds

*frequently required to do the following activities:*

- climb stairs and/or ladders
- balance
- twist upper torso
- stoop, kneel, crouch and/or crawl
- lift and carry up to 25 pounds
- push/pull up to 50 pounds

*occasionally required to do the following activities:*

- lift and carry up to 50 pounds
- push/pull up to more than 100 pounds (with the assistance of a pallet jack or dolly)

*rarely required to do the following activities:*

- lift and carry up to 100 pounds

Specific vision abilities required for this job include close vision, distance vision, color vision, depth perception, and the ability to adjust focus.

**Work Environment:**

The work environment characteristics described here are representative of those an associate encounters while performing the essential functions of this job. While performing the duties of this job, the associate is-

*regularly exposed to work in the following conditions:*

- indoors
- outdoor weather conditions

While performing the duties of this job, the noise level in the work environment is usually moderate.

**Comments**

For further information and/or questions, please contact the personnel department.

[Parcel Clerk (CCK)] - [OPS99206] - Page 4

*Note: This document is subject to change. Please refer to the on-line document for the most current job description information.*

EXHIBIT     K

# Fred Meyer Stores

## Job Description

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<b>Job Title:</b>	Playland Attendant
<b>Reports To:</b>	Customer Service Manager
<b>Group:</b>	Store Operations
<b>Division:</b>	OPS
<b>Department:</b>	N/A
<b>Section:</b>	N/A
<b>Location:</b>	Store
<b>Job Number:</b>	OPS99301
<b>Job Type:</b>	301830
<b>Full-time/Part-time:</b>	Part- to Full-time
<b>FLSA Status:</b>	Hourly union and non-union
<b>Level of Supervision:</b>	Moderate
<b>Work Pace:</b>	Based on Customer flow
<b>Internal Cust. Contact:</b>	Regular
<b>External Cust. Contact:</b>	Regular
<b>Creation/Revision Date:</b>	January 2008

### Summary

Associates in this position engage in work which puts each and every Customer first. This job contributes to the success of Fred Meyer by:

- Assisting Customers and providing child care services to Customers with small children

Fred Meyer also requires that all Associates perform all tasks in a safe manner consistent with corporate policies and state and federal laws.

### Essential Duties & Responsibilities

Essential duties and responsibilities include the following. Other duties may be assigned:

- Models "Customer 1st" behavior, delivers and encourages other Associates to deliver legendary Customer service
- Ensures toys are facilitated, safe and sanitized, and windows are clean

[Playland Attendant] - [OPS99301] - Page 1  
*Note: This document is subject to change. Please refer to the on-line document for the most current job description information.*

- Maintains and processes child care paperwork
- Introduces parents and children to Playland
- Prepares playroom for children's arrival
- Assigns bracelets to parents and children
- Attends to children
- Returns children to appropriate parent
- Operates TV/DVD
- Performs CPR/First Aid, when needed
- Closes Playland
- Complies with corporate policies
- Demonstrates, recognizes, and complies with Q and Service Plus actions
- Participates in mandatory training programs
- Complies with all safety guidelines and standards

### **Supervisory Responsibilities**

None required

### **Qualifications**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

**Education and/or Experience:** High school diploma or general education degree (GED) plus six months experience in related field; or equivalent combination of education and experience.

**Language Skills:** Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before groups of Customers or Associates of organization. Ability to read, write, and speak English fluently.

**Mathematical Skills:** Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

**Reasoning Ability:** Ability to apply common-sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

**Competencies:** The core competencies/skills required to successfully perform this position are:

- **Building Strategic Working Relationships** - Developing and using collaborative relationships to facilitate the accomplishment of work goals.
- **Building Trust** - Interacting with others in a way that gives them confidence in one's intentions and those of the organization.
- **Communication** - Clearly conveying information and ideas through a variety of media to individuals or groups in a manner that engages the audience and helps them understand and retain the message.
- **Customer Focus** - Making Customers and their needs a primary focus of one's actions; developing and sustaining productive Customer relationships.
- **Inclusion** - Appreciating and leveraging the capabilities, insights, and ideas of all individuals. Working effectively with individuals of diverse style, ability, and motivation for a direct effect on business results.
- **Safety Awareness** - Identifying and correcting conditions that affect Associate safety; upholding safety standards.

**Other Skills, Abilities and/or Training:**

**Required:**

- Minimum 18 years of age
- Commitment to providing Customer service that makes both internal and external Customers feel welcome, important, and appreciated
- Ability and willingness to move with purpose and a strong sense of urgency
- Ability to work weekends on a regular basis
- Ability to work overtime on a rare basis
- Ability to preserve confidentiality of information
- Accuracy and attention to detail
- Ability to organize and prioritize a variety of tasks/projects
- Familiarity with child care terms and processes
- Ability to work within set time frames and fixed deadlines
- Knowledge of childhood development behaviors
- Completion of the following class:
  - Bloodborne Pathogens
- Ability to pass background security check
- Completion of the department's required CBT modules

**Helpful:**

- Knowledge of Fred Meyer policies, procedures, and organizational structure
- Experience working with public, adults, and children
- Child care experience
- Classes in childhood development and parenting
- Related retail experience

## **Certificates, Licenses, Registrations**

- CPR/first aid certification

## **Physical Demands**

The physical demands described here are representative of those that must be met by an associate to successfully perform the essential functions of this job. While performing the duties of this job, the associate is-

*regularly required to do the following activities:*

- stand up to 5 hours per day, up to 45 minutes without a break (alternates with walking)
- walk up to 5 hours per day, up to 45 minutes without a break (alternates with standing)
- talk and hear
- twist upper torso
- reach up and/or down and out with hands and arms
- lift and carry up to 10 pounds
- push/pull up to 10 pounds

*frequently required to do the following activities:*

- use hands to finger, handle, and/or feel objects, tools, or controls
- stoop, kneel, crouch and/or crawl
- lift and carry up to 50 pounds

*occasionally required to do the following activities:*

- sit up to 1 hour per day, up to 10 minutes without a break
- climb stairs
- lift and carry up to 100 pounds

Specific vision abilities required for this job include close vision, distance vision, depth perception, and the ability to adjust focus.

## **Work Environment**

The work environment characteristics described here are representative of those an associate encounters while performing the essential functions of this job. While performing the duties of this job, the associate is-

*regularly exposed to work in the following conditions:*

- indoors

*occasionally exposed to work in the following conditions:*

- fumes or airborne particles

[Playland Attendant] - [OPS99301] - Page 4

*Note: This document is subject to change. Please refer to the on-line document for the most current job description information.*

EXHIBIT

While performing the duties of this job, the noise level in the work environment is usually moderate, frequently very loud.

**Comments**

For further information and/or questions, please contact Human Resources.

Er. 7

Social Security #. AX-XX-0632 KATHERINE M. CRADER

Address... 1813 #A SOUTH 36TH STREET TACOMA, WA 98418	Employee #.. 776212
Phones.. ( 253 ) 473 1461 ( 253 ) 473 1461	Badge #..... 110941648
Contacts... CHRISTOPHER CRADER	EUID..... KC76271
	253-473-1461
	253-473-1461
Start Date.. 06/16/00	Orig Start. 06/16/00
	Seniority.. 06/16/00
	Term Date...
	Gender..... F
	Ethnic Code. 01 Caucasia
Location. 615 University Place	
Section.. PLY Playland	
Contract. 15100 Pierce Co. Playland	Union..... N
Job Type. 301830 Clerk	Pay Rate... 13.1000 Hourly
Job Step. 0500 Journeymen	Appr Units. 12,592.27 Hours
Status... 3 Part-time Permanent	I9.. Y
T&A..... NP PUYALLUP/TACOMA PLAYLAND	W4.. Y

F3=Exit

F12=Previous Screen

EXHIBIT M

Social Security #. XXX-XX-6803 ARLENE F. BACHMAN

Address... 5613 73RD AVE CT. W #D  
UNIVERSITY PLACE, WA 98467  
Phones.. ( 253 ) 548 5722  
( )

Employee #.. 1029222  
Badge #..... 111056131  
EUID..... AB10379

Contacts... JOHNATHAN BUTLER 253-314-8148  
ERICA JACKSON 702-232-7714

Start Date.. 09/25/02

Orig Start. 09/25/02  
Seniority.. 09/25/02

Term Date...  
Gender..... F  
Ethnic Code. 01 Caucasia

Location. 615 University Place  
Section.. PLY Playland

Contract. 15100 Pierce Co. Playland  
Job Type. 301830 Clerk  
Job Step. 0500 Journeymen

Union..... N  
Pay Rate... 13.1000 Hourly  
Appr Units. 8,130.55 Hours

Status... 3 Part-time Permanent  
T&A..... NP PUYALLUP/TACOMA PLAYLAND

I9.. Y  
W4.. Y

F3=Exit

F12=Previous Screen

EXHIBIT M

Social Security #. XXX-KX-7732 LAURA M. CUTTER

Address... 1465 ESTATE PLACE  
FIRCREST, WA 98466

Employee #.. 1335940  
Badge #..... 600744494  
EUID..... LC72551

Phones.. ( 253 ) 212 2770  
( 253 ) 212 2770

Contacts... SYLVIA CRACIUN

253-212-2770  
253-212-2770

Start Date.. 10/29/08

Orig Start. 10/29/08

Term Date...

Seniority.. 10/29/08

Gender..... F

Ethnic Code. 01 Caucasia

Location. 615 University Place  
Section.. PLY Playland

Contract. 15100 Pierce Co. Playland  
Job Type. 301830 Clerk  
Job Step. 0060 Apprentice Step 6

Union..... N  
Pay Rate... 9.5500 Hourly  
Appr Units. 4,521.32 Hours

Status... 3 Part-time Permanent  
T&A..... NP PUYALLUP/TACOMA PLAYLAND

I9.. Y  
W4.. Y

F3=Exit

F12=Previous Screen

# Freddy's Playland



## Procedures Guide

EXHIBIT N

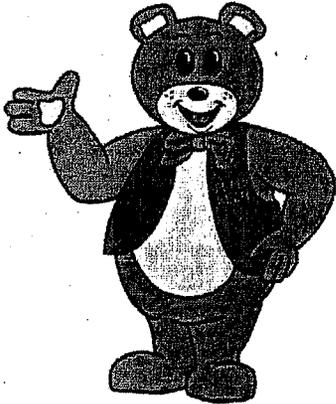
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EXHIBIT N

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# Freddy's Playland Procedures

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# Playland Responsibilities

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EXHIBIT   N  



# Playland Attendant Responsibilities

## Introduction

Freddy's Playland is provided as a convenience to our Customers while shopping. It is our responsibility to ensure the children are provided a safe, fun atmosphere. The safety of the children is our primary concern. These instructions provide the necessary information required to operate Playland.

## Opening Procedures

Prior to opening, the Playland attendant will:

- 1 Replenish all necessary supplies
  - First Aid kit (see page 4-4)
  - Release of Liability/Rules M2571 (Spanish version M2571S)
  - Grandparent consent card (M3380)
  - Laminate supplies (clear contact paper)
  - ID bracelets (#41480748)
  - Customer Incident Report
  - Graduation Certificate (M3439)
  - Fred Bear Activity Fun book (M3384)
  - Coloring Pages (M3644)
  - Seasonal Coloring Pages:
    - Fall, M3639
    - Summer, M3645A
    - Halloween, M3640
    - Christmas, M3642
    - Thanksgiving, M3641A
- 2 Check to ensure flashlight is operational.
- 3 Ensure the closing attendant properly cleaned Playland.
- 4 Check toys for damage. Contact the Customer Service Manager if replacements are needed.
- 5 Lock all doors.
- 6 Organize and file all paperwork from the previous day.

EXHIBIT   N

**Closing  
Procedures**

Follow these steps to close Playland:

- 1 Post the "Closed" sign at the designated close time.
- 2 After all children have been picked up:
  - a Take the garbage to the BSM (Building Service Maintenance) room and bring back the Playland cleaning supplies and a vacuum cleaner.
  - b Sanitize all toys by spraying Sani-Quat 200 directly on the toys and allow to air dry.
  - c Clean glass doors, windows, counter tops and the television screen with Proctor & Gamble (P&G) All Purpose Spray and Glass Cleaner.  
  
**Note:** P & G bottles and cleaner refill are available from the Service Deli department.
  - d Vacuum the carpet and return supplies and vacuum to the BSM room.
  - e Lock both the children's door and the main door.

EXHIBIT

N

## Store Director Responsibilities

### Introduction

Caring for our Customers' children is a large responsibility and one we must take very seriously. The Store Director must be well versed in all policies and procedures pertaining to Playland operations. Only then can you adequately supervise the area.

After you have read and understand the entire Freddy's Playland Procedures Guide:

- Review each Playland Associate's file to ensure the proper background checks have been completed.
- Check each Associate's CPR and First Aid card to ensure they were trained and are current.
- Give all Playland Associates their own copy of the Guide with the Associate copy of the Freddy's Playland Attendant Review form.
- Tour the Playland area to ensure it meets the standards outlined in this Guide.
- Place a copy of the Playland Procedures Guide in Playland and one copy in your (Store Director's) office.

### Setting

#### Playland Hours

Determine the hours of operation based on Customer demand in your market. Your Regional Director of Stores must agree and communicate changes to the Vice President/Director of Operations Support for budgeting and tracking purposes.

Post the open hours on full card sign (D619).

Remodel stores with ADA counters can contact Main Office Operations Support, extension 5197, for reduced size hours sign and plexi-glass.

EXHIBIT   N

**Hiring Associates**

The Store Director is responsible for making the final hiring decision on all Playland Associates. When hiring Associates the Store Director will ensure:

- Only applicants of at least 18 years of age are interviewed.
- Security Clearance procedures are followed as outlined in the HRA/HRC Reference Manual.
- An approved release and a bonding application support all requests for background checks.
- All background investigation information has been received with a Clearance to Work prior to an Associate working in Playland (investigations can take up to 14 days).

**Training Associates**

Prior to their first work day, Playland Associates must:

- Read the Freddy's Playland Procedures Guide.
- Sign the Freddy's Playland Attendant Review Form. (The HRA/HRC places a copy in the Associate's file.)
- Be certified in First Aid, CPR, Bloodborne Pathogens, and the Abdominal Thrust. Training classes are offered through your HR Regional Supervisor on a request basis. If a class is not scheduled or available in your area, contact your Training Hub HRA to see if the Associate can be sent to your local Red Cross for the class. Red Cross classes cost approximately \$50.00.

**Writing Schedules**

When writing Playland schedules remember that:

- In stores with up to 500 square foot Playland areas:
  - One attendant may accept up to 8 children.
  - Two attendants may accept up to 12 children.
- Only cover lunches and breaks using Associates who:
  - Are CPR, Heimlich and First Aid trained.
  - Have had a criminal background check completed.
  - Have read the Freddy's Playland Procedures Guide and signed the Attendant Review Form.

EXHIBIT   N

EXHIBIT   N



## Admitting & Releasing Children

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EXHIBIT

N

## Admitting Children

**Introduction** The Playland attendant will only admit children of preschool age who are not yet in Kindergarten. Children must be:

- At least two years of age
- Able to freely enter the Playland archway without bending or stooping

Special rules may apply to children in wheelchairs. Contact your Store Director or PIC if you have questions.

**Who Can Leave a Child in Playland?** Only the following people may leave children in Playland:

- Parents - with driver's license or state issued picture ID.  
**Note:** A parent is defined as the natural or lawful (adoptive) mother or father of a child.
- Legal guardians with a properly executed power of attorney (must present documentation with proof of power of attorney).
- Grandparents with a laminated consent card that is signed by the parent that authorizes the use of Playland.

**Release of Liability Form** Prior to admitting children, verify they have a current "Release of Liability" form on file. Check the release form to ensure that it is signed and all necessary information is completed.

The "Release of Liability" form is valid for six months from the date it is issued and can be used for up to 16 visits per card.

Ensure the parent, legal guardian, or grandparent has read and initialed the Playland Rules located on the backside of the Release of Liability form.

EXHIBIT   N

**Before Admitting a Child**

The following steps are required before a child can be admitted to playland:

- 1 Verify the following before admitting a child:
  - a The information on the Release of Liability form is current
  - b Drivers license number
  - c Laminated consent card for grandparents
- 2 Record the date, child's name, bracelet numbers, and check in time on the "Release of Liability" form.
- 3 Record the time that the child enters Playland on the parent's, grandparent's, or legal guardian's bracelet.
- 4 Pleasantly remind the parent, grandparent, or legal guardian of the ONE HOUR time limit. Let the parent, grandparent, or legal guardian know you will page them via the store pager system, if their child needs them.



*At no time is the attendant allowed to leave Playland to find a parent, grandparent, or legal guardian.*

- 5 Securely fasten a bracelet to each child and his or her parent.

***To ensure that the bracelet is securely attached:*** Carefully line up adhesive strips on the bracelet to ensure there is complete contact of one end of the bracelet over the other end. Overlap of adhesive will stick to skin and cause discomfort to the person wearing the bracelet.

- 6 Have the parent, grandparent, or legal guardian sign the "Release of Liability" form.
- 7 Place the "Release of Liability" form in the assigned file.

EXHIBIT   N

## Grandparent Consent Cards



Prior to a grandparent leaving a child or children in Playland, parents must fill out a grandparent consent card. This is a two-part form and is valid for one year.

The top section is the store copy. The bottom section will be laminated and given to the grandparent.

Both the parent and the grandparent must be present to complete the consent card as follows:

- The parent and grandparent complete all of the information on the consent form.
- The parent and grandparent read and sign the consent form.
- The Associate places the top section of the consent form in the Playland file.
- The Associate laminates the bottom section of the consent form and gives the card to the grandparent.

EXHIBIT   N

## Releasing Children

**Introduction** You must positively identify both the child and the parent prior to releasing a child from your care. The bracelet must be securely attached to the parent with no evidence of any tampering. If the parent's bracelet has been tampered with, call the PIC for assistance. The PIC will request identification to verify the parent's name and signature against the "Release of Liability" form.

### Prior To Releasing a Child

Follow these steps before releasing a child from Playland:

- 1 Positively identify both the child and the parent using bracelets.
- 2 Match the parent's bracelet number to the "Release of Liability" form.
- 3 Match the child's bracelet number to the "Release of Liability" form.
- 4 Have the parent initial the "Parents Initials" line.
- 5 Remove the bracelets and discard in the proper receptacle. Use round tip scissors to remove the bracelets.
- 6 Thank the Customer for shopping Fred Meyer, encourage them to return, and say goodbye to the child.
- 7 Enter the departure time and file the "Release of Liability" form in the assigned file.
- 8 Place completed Release of Liability forms in an A-Z file. Completed forms are kept for 12 months. Old forms can be recycled.

### Extended Playland Visits

In the event a child has been left in Playland for more than the one hour time limit:

Make an announcement via the store pager system. An example might be:

*Attention Customers: Will Mrs. Smith please return to Playland.*

Repeat if necessary.

EXHIBIT   N

## Forgotten Children



Occasionally a parent may forget their child in Playland and leave the store. If, after paging the parent several times, the parent has not returned:

- 1 Pull the "Release of Liability" form.
- 2 Call the home phone number on the "Release of Liability" form.
- 3 Notify the Loss Prevention Manager.
- 4 If you are still unable to reach the parent, contact your local police department.

## Graduation Certificate

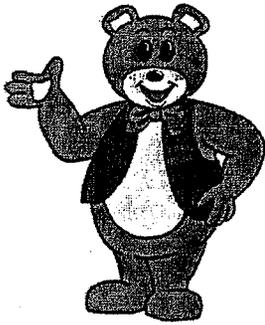
Once it has been determined that a child no longer fits the Playland guidelines, celebrate the child's graduation from Freddy's Playland.

- 1 Award a Freddy's Playland graduation certificate to the graduate.
- 2 Take a picture (with the parent's permission) of the graduate with the graduation certificate.

*The child and parent have the option of keeping the picture or having it posted in Playland.*

- 3 Give the child a Fred Bear Activity Fun book (M3384).

EXHIBIT   N



# Playland Policies

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EXHIBIT   N  



## Policies



### Admitting Children

The Playland attendant will only admit children of preschool age who are not yet in kindergarten. Children must be:

- At least two years of age
- Able to freely enter the Playland archway without bending or stooping

Children with a cold, flu or a communicable disease may not use Playland.

### Administering Medication

Medication will not be administered in Playland.

### Allowing Children's Personal Items

Food, bottles, pacifiers, outer clothing and strollers are not allowed in Playland.

### Assisting with Diapers or Restroom

Playland attendants are not permitted to change diapers or take children to the restroom. Page the parent to return to Playland if the child needs assistance.

### Attending to Children

Playland attendants are not permitted to leave children unattended in Playland for any reason.

EXHIBIT   N

**Meeting ADA Requirements**

Playland meets ADA (Americans with Disabilities Act) requirements and is open to all children. We will make a reasonable effort to accommodate all children. Direct any questions or concerns about accessibility or accommodations to the Store Director or PIC.

**Posting  
Authorized  
Signs**

See page 5-2 for a list of authorized signs and posting instructions.

**Posting  
Emergency  
Numbers**

Emergency phone number (9-911) must be posted on the telephone keypad.

**Posting  
Playland  
Guidelines**

Freddy's Playland guidelines, D707 or D707A, must be posted at all times on the front of the Playland counter.

**Preventing  
Electrical  
Shock**

Electrical plugs must be covered with a safety cover.

**Providing Safe  
Toys**

Playland toys must be approved by the Operations Support department at the main office, system speed 100, ext. 5380.

All DVDs shown in Playland must be G-rated and suitable for younger children. No more than ten DVDs are needed on-hand at one time.

DVDs are transferred from the Home Electronics department. Store Director approval is required for all DVD transfers. Log transferred DVDs on the Store Supply Log at the Customer Service Desk.

For new Playlands and when replacement of existing TV/VCR players is required, transfer the lowest priced 19" combined TV/DVD player from the Home Electronics Department.

EXHIBIT   N

## Playland Guidelines

The following Playland rules are provided to parents on the back of the Release of Liability form (M2571). We ask all parents, grandparents, or legal guardians to read, understand, and follow these rules:

- 1 Only the parent, grandparent, or legal guardian may admit the child into Playland. The person registering the child **MUST** also be the same person who picks up the child. **This rule will be strictly enforced to protect the safety of all children.**
- 2 Freddy's Playland is only for your pre-school child who is at least two years of age, not yet in kindergarten, and can freely enter the Playland archway without bending or stooping.
- 3 No parents, grandparents, or legal guardians are allowed in Playland.
- 4 No strollers are allowed in Playland.
- 5 No medicines are allowed in Playland. Attendants may not administer medicine or food of any kind.
- 6 There are no restroom facilities in the play area and the Playland attendants are not permitted to change diapers or to take your child to the restroom. Please make sure that your child has been to the restroom before registering at the play area.
- 7 Pacifiers or bottles are not allowed in Playland.
- 8 If your child has a cold, flu, or a childhood disease, the child may not use the Playland area.
- 9 To keep the play area clean, neat, and sanitary, we do not allow food or beverages of any kind.
- 10 When you register, you and your child will be provided with numbered ID bracelets. These bracelets are for your child's protection. **PLEASE DO NOT REMOVE YOUR BRACELET PRIOR TO RECLAIMING YOUR CHILD.**
- 11 If your child needs you, we will page you. Your quick response will be appreciated. If your child is unwilling to enter Playland, the attendant may elect to not allow your child entrance.

EXHIBIT   N



EXHIBIT   N



# Safety & Emergency Procedures

## Contents

<u>Section</u>	<u>Page</u>
Emergency Procedures	4-2
Accidents	4-2
Clean up of Blood and/or other Body Fluids	4-2
Replenishing Safety Supplies	4-2
Power Failure	4-3
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Required Safe & Sanitary Clean Up Kit	4-4
First Aid Kit	4-4

EXHIBIT

N



# Emergency Procedures

## Accidents



If an accident occurs, respond with concern for the injured child. Only certified first aid trained Associates may attempt to give first aid.

- 1 If a child is injured, page the parent to return to Playland.

*If the injury requires emergency care, call 911 and request Paramedics. Paramedics will determine whether an ambulance is required.*

**Note:** Do not make any commitments or comments about the incident or our liability.

- 2 After the child is attended to by parents or paramedics, call the PIC to provide additional help completing the Customer claim reporting process. The Customer Service PIC must complete the appropriate Customer incident reports on **FMinfo>Stores>Risk Management>Incident Reporting** within 24 hours.
- 3 After needed attention is given, the PIC will call MO/RMG on ext. 3300 to advise the Risk Management department.
- 4 Should the Customer wish to speak to someone immediately, refer him or her to Sedgewick Claims Management at 1-800-775-4524.

## Clean up of Blood and/or other Body Fluids

Only a Manager or PIC that has received Hazardous Clean-up training may clean up any hazardous spill.

**Note:** A hazardous spill is defined as body fluids, blood, or potentially infectious substances.

## Replenishing Safety Supplies

Replenish all safety supplies as needed. Contact your Manager for replacement items.

**Note:** All safety supplies, including Sani-Quat 200 are to be ordered from Frontline Sales.

EXHIBIT   N

**Power Failure**      During a power failure, do not admit additional children into Playland.

- Remain calm and use your flashlight.
- Continue checking out children one at a time using standard procedures.

**Evacuation Procedures**      In case of fire or other life threatening emergencies, it may be necessary to evacuate the location. When this happens:

- Reassure the children and try to keep them calm.
- Ask other store Associates to assist you in evacuating the children through the nearest exit.
- Take the Release of Liability forms.
- Once outside, recruit additional Associates to assist in watching the children. Do not leave a child unattended at any time.
- Move a safe distance from the building and out of traffic.
- Keep the children grouped together, while you check the children out using the Release of Liability forms and the bracelets.

EXHIBIT   N

## Required Safe & Sanitary Clean Up Kit

**First Aid Kit** The first aid kit must be filled and placed inside the Playland desk for quick and easy access. The following items must be included in the first aid kit:

Item	Quantity
Band-aids (blue only)	12 boxes
Bandage compress	45 each
Gauze pad 3x3	1 box
Moistened towelettes	1 box
Adhesive tape	1 roll
Solarcaine spray (or equivalent)	1 each
Antiseptic wipes	1 each
Antibiotic Cream	1 each
Microshield	1 each
Rubber gloves	1 pair
Ice compress (instant)	2 each

**Note:** A Child Resuscitator is maintained in the red First Aid Bag at the Customer Service Desk.

EXHIBIT N



# Playland Supplies

<i>Section</i>	<i>Page</i>
Signing	5-2
Providing Safe Toys	5-3
Videos	5-3
Playland Bracelets	5-4
Ordering Bracelets	5-4

EXHIBIT N



## Playland Supplies

### Signing

The following is a list of the only authorized signs, and their placement, to be used in Playland:

- Playland Rules (D707) & Playland Hours (D619) full card signs. Placed under Plexiglas side by side on the front of the Playland desk.

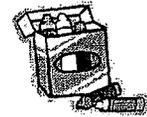
New/Remodel stores with lowered ADA front counter will use horizontal Playland Rules (D707A) placed under Plexiglas on the front of the counter. Reduced size Hours signs are placed under plexiglass on inner column frame. Use labeler to affix hours prior to mounting sign. Contact Main Office Operations Support, system speed 100, ext. 5197, for reduced size Hours signs.

- Playland Closed (D619A) & Sorry We're Full (D619B) ¼ card., Placed in ¼ card sign holders on the counter, as necessary.

EXHIBIT N

**Providing Safe Toys**

Only toys that have been approved by the Operations Support department at the main office (system speed 100, ext. 5380) are allowed for use in Playland.



The current list of approved toys are:

Toy Brand	Description	How to Obtain
Fisher Price	Any Fisher Price toy that is approved for ages 2-5 and that can be sanitized (i.e. has no hair or porous surfaces).	Transfer from store shelves (see note below).
Step Two	Little Helpers Complete Kitchen Picnic Table Chairs Sweetheart Playhouse	Store Director or Customer Service Manager should send email request to <a href="mailto:bret.meldrum@fredmeyer.com">bret.meldrum@fredmeyer.com</a> .
Little Tikes	Thomas the Train Modern Menu food set	Store Director or Customer Service Manager should send email request to <a href="mailto:bret.meldrum@fredmeyer.com">bret.meldrum@fredmeyer.com</a> .

**Note:** Fisher Price toys, books, and crayons may be transferred from the shelf, in-store. Coloring pages are split seasonally. Additional pages are ordered on the Corporate Supply order. See page 1-2 for a complete list.

**Videos**

All videos shown in Playland must be G-rated and suitable for younger children. See page 3-3 for transferring guidelines.

EXHIBIT   N

## Playland Bracelets

Maintain an adequate stock of Playland bracelets to meet daily needs and have emergency stock on hand to accommodate unforeseen circumstances.

There is a 7-10 day lead time when ordering bracelets.

### Ordering Bracelets

The Store Director will:

- Establish the appropriate build up and stock-on-hand quantities. (Do not order excessive amounts in one order, i.e. four or more boxes).
- Assign an individual to be responsible for tracking and ordering bracelets.
- Store a one-week's emergency supply of bracelets in their office. The quantity of bracelets will vary by location.

The supply coordinator will:

- Order bracelets on a page 58 using FM #41480748.  
**Note:** An order quantity of 1 equals 1000 individual bracelets.
- Call emergency orders if the quantity on hand has become critical and the emergency supply is being depleted. Contact CLDGM at 503-650-2007.

**Note:** Emergency orders should be limited to one case and additional stock ordered on the next regular order.

EXHIBIT N



Associate Copy

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## Freddy's Playland Attendant Review Form

I have read the Freddy's Playland Procedures Guide. I understand the Playland rules and my responsibilities as the Playland Attendant. I have clarified any questions with my supervisor.

I further understand that failure to abide by these rules and responsibilities will result in disciplinary action up to and including termination.

Associate Signature \_\_\_\_\_ Date \_\_\_\_\_

Associate Printed Name \_\_\_\_\_

Associate ID# \_\_\_\_\_

Supervisor Signature \_\_\_\_\_ Date \_\_\_\_\_

**Jl:** The Associate and the Supervisor each must sign both copies of the review form.

Leave this form in the Associate's copy of the Playland Procedures Guide.

**HRS Course #:** 303-001-0095-002

EXHIBIT   N  





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# Freddy's Playland Attendant Review Form

Associate File Copy

I have read the Freddy's Playland Procedures Guide. I understand the Playland rules and responsibilities as the Playland Attendant. I have clarified any questions with my supervisor.

I further understand that failure to abide by these rules and responsibilities will result in disciplinary action up to and including termination.

Associate Signature \_\_\_\_\_ Date \_\_\_\_\_

Associate Printed Name \_\_\_\_\_

Associate ID# \_\_\_\_\_

Supervisor Signature \_\_\_\_\_ Date \_\_\_\_\_

**J1:** The Associate and the Supervisor must sign both copies of the review form, then forward this page to the HRA.

**Human Resources Administrator (HRA) or Human Resources Coordinator (HRC):** Enter the course name and number (Playland Procedures Guide 303-001-0095-002) into HRS and place this page in the Associate's file.

EXHIBIT   N  



What's on your list today? You'll find it at

**Fred Meyer**

Ex. 116

FRED MEYER STORES • P.O. Box 42121 • Portland, OR 97242-0121 • 3800 SE 22nd Ave. • Portland, OR 97202-2999 • 503-232-8844 • <http://www.fredmeyer.com>

November 4, 2008

Daniel Comeau  
Attorney for Union  
UFCW Local 367  
6403 Lakewood Drive W  
Tacoma, WA 98467-3331

RE: Playland Employees Store 615 Grievance

Dear Mr. Comeau:

This will acknowledge and respond to the above referenced grievance dated October 24, 2008 and received in this office on October 27, 2008.

It is the responsibility of all Associates within the store to ensure the location is clean and safe for both our Associates and our customers. You do not provide any indication or verification that any bargaining unit Associate had their hours reduced because a Playland Associate was cleaning the break room or helping clean a general area within the store.

Please provide me with specific dates and times of your allegations and what specifically was being done. Once I receive that information, I will then investigate and respond accordingly.

Sincerely,

*Chris Weinans*

Chris Weinans, PHR  
Labor and Associate Relations Administrator

cc: Randy Zeller

EXHIBIT 1



Teresa Iverson, President ▪ Blaine Sherfinski, Secretary/Treasurer

October 24, 2008

C

OCT 27 2008

Mr. Randall Zeiler  
Allied Employers, Inc.  
4030 Lake Washington Blvd. NE, Suite 201  
Kirkland, WA 98033-7870

Re: Fred Meyer WUP/615 - Bargaining Unit Work  
Playland Employees

Dear Mr. Zeiler:

Local 367 is filing a grievance on behalf of the bargaining unit members at Fred Meyer University Place (615). It has been brought to our attention that the CCK Manager, Jay Tinnerstet, is directing non-bargaining-unit members, Playland employees, to do bargaining-unit work such as cleaning the breakroom, general cleaning in the store, and numerous other items that could reduce the hours of our members. This is a violation of Article 1.1 of our current collective bargaining agreement.

We ask that the Playland employees remain in the Playland area and managers be instructed to refrain from assigning CCK bargaining-unit work to Playland employees. Please be advised that the union will seek all losses resulting from this violation for all affected CCK members.

Please respond to this grievance by November 4, 2008.

Very truly yours,

UFCW UNION LOCAL NO. 367

DANIEL COMBAU  
Attorney for the Union

DC:sh

cc: Teresa Iverson  
✓ Cynthia Thornton

EXHIBIT 0

F:\wpdata\oct20.sh.wpd

UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL NO. 367

6403 Lakewood Drive W ▪ Tacoma, WA 98467-3331 ▪ (253) 589-0367 ▪ Outside Pierce Co. (800-562-3645) ▪ FAX (253) 589-1512

June 24, 2008

Finley Young  
UFCW Local 367  
6403 Lakewood Drive W  
Tacoma, WA 98467-3331

Re: Joshua Matthaei – Bargaining Unit Work

Dear Mr. Young:

This will acknowledge and respond to the aforementioned grievance dated June 11, 2008 and received in this office June 16, 2008.

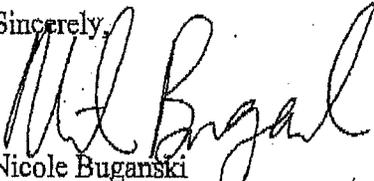
Investigation into this matter reveals that Management at the <sup>Union Place</sup> Tumwater Location used a Playland person to bag groceries for approximately ten (10) minutes on June 10, 2008.

Please be advised that the CCK department was very busy and all Bargaining Unit members scheduled that day were either performing their job functions, were on lunch or were on break. Hence, no wages and benefits of Bargaining Unit members were reduced.

Management's decision to have a Playland person bag groceries on the front end was based solely on the needs of the business to ensure proper customer service levels.

Based on the foregoing, the Company does not believe a violation of the Contract has occurred and therefore your grievance is denied. Should you wish to pursue this matter further, please contact Allied Employers.

Sincerely,

  
Nicole Buganski  
Labor and Associate Relations Administrator

cc: Randy Zeiler

EXHIBIT P



Teresa Iverson, President ▪ Blaine Sherfinski, Secretary/Treasurer

June 24, 2008

N  
FK

REC'D/ERL  
JUN 27 2008

Mr. Randall L. Zeiler  
Allied Employers, Inc.  
4030 Lake Washington Blvd. NE, Suite 201  
Kirkland, WA 98033-7870

Re: Joshua Matthaai - Fred Meyer AG  
Bargaining-Unit Work Grievance

Dear Mr. Zeiler:

A grievance and information request regarding the above-referenced employee was sent to you on June 11, 2008, and I do not yet have the employer's response.

Please provide me with a written answer to Local 367's grievance and information request by July 7, 2008. If I do not receive the employer's response by July 7, 2008, I will be forced to file an unfair labor practice charge.

Very truly yours,

UFCW UNION LOCAL NO. 367

FINLEY YOUNG  
Attorney for the Union

FY:tc

cc: Joshua Matthaai  
✓ Cynthia Thornton  
Teresa Iverson

F:\wpdata\jfm24.tc.wpd

UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL NO. 367  
6403 Lakewood Drive W ▪ Tacoma, WA 98467-3331 ▪ (253) 589-0367 ▪ Outside Pierce Co. (800-562-3645) ▪ FAX (253) 589-1512



Teresa Iverson, President ▪ Blaine Sherfinski, Secretary/Treasurer

June 11, 2008

REC'D/ERL  
JUN 16 2008

Mr. Randall Zeiler  
Allied Employers, Inc.  
4030 Lake Washington Blvd. NE, Suite 201  
Kirkland, WA 98033-7870

Re: Joshua C. Matthaeci - Fred Meyer AG  
Bargaining-Unit Work Grievance

N

Dear Mr. Zeiler:

Local 367 is filing a grievance on behalf of Joshua Matthaeci who is the senior CCK parcel clerk at the Fred Meyer AG location. On June 10, 2008, Jay Tinnerstet had a Playland employee bagging groceries on checkstand 14.

This is a violation of Article 1.1 of our collective bargaining unit agreement which provides that only members of the bargaining unit shall perform bargaining unit work. We request that Joshua Matthaeci be paid for the hours worked by the non-bargaining-unit employee. Please respond to our grievance by June 23, 2008.

Very truly yours,

UFCW UNION LOCAL NO. 367

FINLEY YOUNG  
Attorney for the Union

FY:sh

cc: Joshua C. Matthaeci  
Teresa Iverson  
Cynthia Thornton

F:\wp\data\jun11.sh.wpd

UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL NO. 367  
6403 Lakewood Drive W ▪ Tacoma, WA 98467-3331 ▪ (253) 589-0367 ▪ Outside Pierce Co. (800-562-3645) ▪ FAX (253) 589-1512

EXHIBIT P



P# 1

## United Food & Commercial Workers Union Local No. 367

July 22, 1998

Mr. Karl Zohn, Store Director  
Fred Meyer T/P  
7250 Pacific Avenue  
Tacoma, WA 98408

Dear Mr. Zohn:

I would like to confirm our phone conversation of July 21, 1998, regarding Local 367's bargaining unit members routinely scheduled to work in Playland.

Ron Hayes recently had a conversation with Carl Wojciechowski in which he stated that if our members are expected to work in Playland, we will claim jurisdiction and bring all Playland employees into the bargaining unit. Carl's response to this was that the practice would cease immediately.

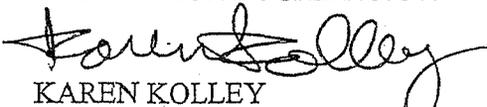
On routine service checks in your store, I noticed that not only are our members from Customer Service Desk daily scheduled to relieve Playland employees, but that they are scheduled according to the needs of Playland.

I would like to make it clear that it is the opinion of Local 367 that if the practice of using bargaining unit members continues in Playland, we will claim jurisdiction in that department.

You said you would check with Carl Wojciechowski for corporate instructions on this issue. Please inform me of any action taken.

Sincerely,

UFCW UNION LOCAL NO. 367

  
KAREN KOLLEY  
Union Representative

KK:dp

cc: Ron Hayes  
Carl Wojciechowski

EXHIBIT 2



FRED MEYER STORES • P.O. Box 42121 • Portland, OR 97242-0121 • 3800 SE 22nd Ave. • Portland, OR 97202-2918 • 503 232-8844 • <http://www.fredmeyer.com>

August 10, 1998

RECEIVED

AUG 12 1998

Ms. Karen Kolley  
Union Representative  
UFCW Local 367  
9500 Front Street South  
Tacoma, WA 98409-4905

RE: Relief of Playland Employees for Breaks and Lunches

Dear Ms. Kolley:

This is to acknowledge and reply to your letter to Mr. Karl Zohn dated July 22, 1998 concerning the above referenced matter.

First of all, I do not recall my conversation with Mr. Hayes concerning this subject exactly as stated in your letter. However, investigation into this matter has revealed that for quite some time it has been common practice in our Pierce County stores to have Customer Information Desk employees and/or others relieve Playland employees for breaks and lunches as necessary. We do not believe that this practice allows the union some right to "claim jurisdiction in that department". If there are bargaining unit employees who are not willing to relieve in Playland, we will certainly take their desires into consideration and not ask them to perform such relief work unless absolutely necessary.

I would hope that this matter does not get blown out of proportion and that we can work on a cooperative basis to be able to offer Playland services to our customers which in turn will benefit our employees and your members.

If you would like to discuss this matter further, please do not hesitate to contact me.

Respectfully,

Carl Wojciechowski  
Vice President, Employee Relations

CAW:smh\plyld.367  
081098

cc: Janet Emerson  
Jim Fenton  
Karl Zohn  
Dan Bolstad

EXHIBIT   2



## United Food & Commercial Workers Union Local No. 367

July 23, 1999

Mr. Carl Wojciechowski  
Vice President/Dir. Of Employee Relations  
Fred Meyer Stores, Inc.  
P.O. Box 42121  
Portland, OR 97242

Re: Playland Scheduling

Dear Mr. Wojciechowski:

Last year you wrote a letter to Karen Kolley about the use of CID employees in Playland. At that time, our CID employees were being asked to relieve for breaks and lunches for short periods of time. Now, however, we find that they are being regularly scheduled for shifts as long as four hours in Playland.

In your letter, you indicated that these employees would not be forced to work in Playland. Carl, at this point, we are requesting on behalf of all of our represented employees that they not be scheduled to work in Playland. Not only is such work out of the bargaining unit, introducing questions as to the reportability of their hours worked for health and welfare and pension purposes, but also there are significant health and safety issues and potential liability involved with the care of young children. In addition, there may be some question as to whether just cause principles apply to any discipline which may arise outside the bargaining unit. In short, we do not believe our people should be involved with this work, and we are requesting that your stores in our jurisdiction be instructed not to assign them to such work.

Thank you for your cooperation.

Very truly yours,

UFCW LOCAL NO. 367

TERESA CLARNO  
Secretary/Treasurer

TC:hu

cc: Ron Hayes  
Fred Meyer Union Representative

EXHIBIT Q

What's on your list today? You'll find it at

**Fred Meyer**

FRED MEYER STORES • P.O. Box 42121 • Portland, OR 97242-0121 • 3800 SE 22nd Ave. • Portland, OR 97202-2918 • 503 232-8844 • <http://www.fredmeyer.com>

August 19, 1999

RECEIVED

AUG 27 1999

Ms. Teresa Clarno  
UFCW Union Local No. 367  
9500 Front Street, South  
Tacoma, Washington 98409

Re: Playland Scheduling

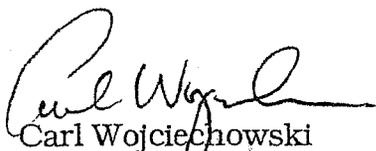
Dear Ms. Clarno:

This is to acknowledge and reply to your letter dated July 23, 1999, concerning the above-referenced matter.

Teresa, it continues to be my understanding that the Company is not requiring any bargaining unit employees to work in Playland. If this not the case please advise me as to which specific individuals you are addressing. I do not believe that it is a violation of the Collective Bargaining Agreement for bargaining unit employees to volunteer to work in Playland to fill in for breaks and lunches. Therefore, it is not a matter that is grievable. If there are particular individuals who are not willing to work in Playland, they should advise their supervisors and we will honor their requests.

As always, we appreciate you bringing this matter to our attention, and we would be happy to discuss it with you further if you should so desire.

Sincerely,



Carl Wojciechowski  
Vice President, Employee Relations

CAW:jec

cc: Eric Baltzell  
Dan Bolstad  
Janet Emerson  
Jim Fenton

EXHIBIT Q

Er. 11

University Place Store  
Non-Union Associate Benefit Accrual Schedule

Table #015100

5 Meetings/Edu

Straight time up to two hours, overtime thereafter. Employees shall not be required to attend on scheduled day off.

10 Sick Pay

CALCULATED: Average Number of Hours  
Pay based on the average  
number of hours worked over  
the specified number of Pay  
Periods as defined under BASED  
ON.

BASED ON 8 WEEKS Excluding Current Pay Period

After one year's employment and submission of a doctor's certificate for bona fide illness or injury, regular full time employees receive full day's pay for all scheduled working days beginning with first regularly scheduled working day up to a maximum of five days per calendar week. Part time employees who average at least 24 hours of work per week receive benefits on a pro rata basis.

15 Shrt Term Di

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

20 Vacation

25 Term Vacatio

Prorated termination vacation after one year for employees who quit, retire or are permanently laid off.

Table #015100  
( Continued )

30 Personal Hol

CALCULATED: Match every 5 worked with 1 hour  
maximum of 8 hours  
12 hours average  
minimum required.

BASED ON 4 WEEKS Excluding Current Pay Period

70 Funeral Pay

ELIGIBILITY: Funeral-After 1 Yr-24 Hrs FNRL1Y24/ACT  
CALCULATED: Average Number of Hours  
Pay based on the average  
number of hours worked over  
the specified number of Pay  
Periods as defined under BASED  
ON.

BASED ON 8 WEEKS Excluding Current Pay Period

Regular full time employees shall be allowed up to three (3) days off with pay at straight time for the purpose of attending the funeral and assisting in arrangements therefore in the event of a death in the employee's immediate family. Paid days off will be limited to the employee's scheduled work days. Scheduled days off will not be changed to avoid payment for funeral leave. Immediate family shall be defined as: Spouse, domestic partner, son, daughter, mother, father, brother, sister, step-children residing therein, present mother-in-law and father-in-law.

80 Jury Duty Pa

ELIGIBILITY: Jury Ben-After 1 Yr-24 Hr. aver JURY1Y24/ACT  
CALCULATED: Average Number of Hours  
Pay based on the average  
number of hours worked over  
the specified number of Pay  
Periods as defined under BASED  
ON.

BASED ON 8 WEEKS Excluding Current Pay Period

Employees will receive regular straight-time hourly rate less any remuneration received for jury service during regularly scheduled work week. (Maximum 40 hours per week and 80 hours in calendar year.)

Table #015100  
( Continued )

100 Hol Ben Pay

ELIGIBILITY: Holiday-6 Mnth Waiting Period H6M/ACT  
CALCULATED: Match every 5 worked with 1 hour  
maximum of 8 hours  
12 hours average  
minimum required.

BASED ON 4 WEEKS Excluding Current Pay Period  
HOLIDAYS: Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day  
New Year's Day

Must work last scheduled day before and first scheduled day  
after holiday to qualify.

Holiday during paid vacation: Employee to receive one day's  
pay or additional day of paid vacation.

201 1.5 Overtime

202 Sunday OT

203 Holiday OT

231 Sched OT

303 Hol Prem .50

ELIGIBILITY: Holiday-6 Mnth Waiting Period H6M/ACT

322 Sun Amt Prem

CALCULATED: Match every straight time hour  
worked with \$1.00.

Table #015100  
( Continued )

351 NP After Mid

CALCULATED: Match every straight time hour  
worked with \$.20.

Night: \$.20 per hour from midnight to 6:00 am.

No compounding or pyramiding of premium pay and overtime.

Table #015100

CATEGORY: ACCRUALS

FNRL1Y24 Funeral Leave

Employees averaging 24 hours or more per week are entitled to funeral pay after one year's employment.

H6M Holidays

Employees are entitled to holiday pay after six months employment.

JURY1Y24 Jury Duty

Employees averaging 24 hours per week or more during preceding anniversary year are entitled to Jury Duty pay after one year's employment.

PERS7709 Personal Holiday

One personal holiday after 180 days and thereafter one on employee's anniversary. To be paid within 12 months following anniversary.

SICK7046 Sick Leave

For employees who work a minimum of 1248 hours in the previous anniversary year, sick pay is accumulated once each year on the anniversary date as follows: Total straight time anniversary hours divided by 2080. That total multiplied by 48 equals the accumulated sick pay for that year. Cumulative up to 200.

VACA6514 Vacation

Accrued based on average hours as follows:

One week after one year

Two weeks after two years

Three weeks after five years

Four weeks after twelve years

Must work a minimum of 800 hours in anniversary year to qualify.

Table #015100  
( Continued )

CATEGORY: 401K  
Retirement Benefit