

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

UFCW Local 4 (Safeway Inc.)

Cases 19-CB-9602 & 9605

The undersigned Charged Party and the undersigned Charging Party, in settlement of the above matter, and subject to the approval of the Regional Director for the National Labor Relations Board, HEREBY AGREE AS FOLLOWS:

POSTING OF NOTICE — Upon approval of this Agreement and receipt of the Notices from the Region, the Charged Party will submit signed copies of said Notice to the Regional Director who will forward them to the Employer whose employees are involved herein, for posting, the Employer willing, at the employee time clock area in the employee break room at the Employer's grocery store located at 146 South Shore Route, Polson, MT. 59860, and maintain for 60 consecutive days from the date of posting, copies of the attached Notice made a part hereof, said Notices to be signed by a responsible official of the Charged Party and the date of actual posting to be shown thereon. Additionally, the Charged Party shall duplicate and mail, certified mail return receipt requested, at its own expense, a copy of the notice to all unit employees in the meat and clerk departments, as well as all former employees in these departments of the employer's Polson, MT. grocery store employed at any time after October 23, 2006.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

BY SIGNING THIS AGREEMENT, The Charged Party does not agree that it violated the Act.

REIMBURSEMENT — Within 14 days from approval of this settlement agreement, reimburse the Union reinstatement fee of \$25.00 to Shannon Van Ausdle, and any other similarly situated employee, who was charged a reinstatement fee. Charged Party will comply with the Notice with respect to additional employee reimbursements, with interest.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned cases, and does not constitute a settlement of any other cases or matters. It does not preclude persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters which precede the date of the approval of this Agreement regardless of whether such matters are known to the General Counsel or are readily discoverable. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned cases for any relevant purpose in the litigation of this or any other cases, and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

REFUSAL TO ISSUE COMPLAINT — In the event any of the Charging Parties fails or refuses to become a party to this Agreement, and if in the Regional Director's discretion it will effectuate the policies of the National Labor Relations Act, the Regional Director shall decline to issue a Complaint herein (or a new Complaint if one has been withdrawn pursuant to the terms of this Agreement), and this Agreement shall be between the Charged Party, any Charging Party which becomes a party to this Agreement, and the undersigned Regional Director. A review of such action may be obtained pursuant to Section 102.19 of the Rules and Regulations of the Board if a request for same is filed within 14 days thereof. This Agreement shall be null and void if the General Counsel does not sustain the Regional Director's action in the event of a review. Approval of this Agreement by the Regional Director shall constitute withdrawal of any Complaints and Notice of Hearing heretofore issued in the above captioned cases, as well as any answers filed in response.

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if any of the Charging Parties do not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

NOTIFICATION OF COMPLIANCE — The undersigned parties to this Agreement will each notify the Regional Director in writing what steps the Charged Party has taken to comply herewith. Such notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. In the event any of the Charging Parties does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that no review has been requested or that the General Counsel has sustained the Regional Director. Contingent upon compliance with the terms and provisions hereof, no further action shall be taken in the above captioned cases.

Charged Party		Charging Parties	
UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 4		GERALD RASMUSSEN AND CARLA CRANDALL	
By:	Name and Title	Date	By: Name and Title
Recommended By:	Date	Approved By:	Date
Board Agent		Regional Director	

FORM NLRB-4723
(11-97)

NOTICE TO MEMBERS



**POSTED PURSUANT TO A SETTLEMENT AGREEMENT
APPROVED BY A REGIONAL DIRECTOR OF THE
NATIONAL LABOR RELATIONS BOARD
AN AGENCY OF THE UNITED STATES GOVERNMENT**

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union
- Choose representatives to bargain with us on your behalf
- Act together with other employees for your benefit and protection
- Choose not to engage in any of these protected activities

- WE WILL NOT** fail to notify employees employed in the bargaining unit that we represent at Safeway, Inc.'s store located at 146 South Shore Route, Polson, MT. (hereinafter referred to as "employees") of their *General Motors* and *Beck* rights (defined below) when we first seek to require them to pay dues and/or fees pursuant to any union security provision in our collective bargaining agreements with Safeway, Inc.
- WE WILL NOT** threaten to cause the discharge of employees for failing to pay Union dues/and or fees without first notifying them of their *General Motors* and *Beck* rights.
- WE WILL NOT** request or attempt to cause Safeway, Inc. to discharge employees Angel Howlett, Shannon Van Ausdle, Carla Crandall, or any other employee, because of their failure to pay Union dues and/or fees without first having notified them of their *General Motors* and *Beck* rights.
- WE WILL NOT** threaten to suspend the Union membership of and impose reinstatement fees on employees Angel Howlett and Gerald Rasmussen and **WE WILL NOT** suspend the Union membership of and impose a reinstatement fee on Shannon Van Ausdle, or any other employee without first notifying them of their *General Motors* and *Beck* rights.
- WE WILL NOT** require that employees' union membership resignation letters be notarized, mailed by certified mail, set forth case law citations, and/or be individually submitted.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE BOARD'S OFFICE,

WE WILL

within 14 days from approval of the settlement agreement in these cases, in writing, notify employees employed on or after October 23, 2006, of their right under *NLRB v. General Motors Corp.*, 373 U.S. 734 (1963), to be or to remain nonmembers and **WE WILL** also notify employees of the rights of nonmembers under *Communications Workers v. Beck*, 487 U.S. 735 (1988), to object to paying for union activities that are not related to our duties as employees' bargaining agent, and to obtain a reduction in dues and/or fees for such non-related activities. Such written notification shall include information to enable employees to intelligently decide whether to object, as well as a description of any internal Union procedures for filing objections.

WE WILL

reimburse, with interest, and give retroactive effect to employees' *Beck* objector requests to October 23, 2006, or to the date they were initially obligated to pay dues and/or fees to us (whichever date is more recent), if employees submit their respective requests in writing to us within 30 days of notice of their *General Motors* and *Beck* rights as described above.

WE WILL

notify, in writing, employees Shannon Van Ausdle, Erin Bennett, Angel Howlett, Kelli Farris, and Carla Crandall, that we will not request or attempt to cause Safeway, Inc. to discharge them for nonpayment of dues and/or fees, without first notifying them of their *General Motors* and *Beck* rights and without notifying them of their right to be told the precise amount of dues and/or fees owed, the method used for computing that amount, the deadline date for paying such amount, and that discharge will result for failure to make payment by the deadline date.

WE WILL

grant and process employee resignation and/or *Beck* requests submitted to us in April 2007, and reimburse, with interest, and give retroactive effect to those employees' *Beck* objector requests to October 23, 2006, or to the date they were initially obligated to pay dues and/or fees to us (whichever date is more recent), and **WE WILL** within 14 days from approval of the settlement agreement, reimburse Shannon Van Ausdle \$25.00, and any other similarly situated employee, for charging a reinstatement fee.

UFCW Local 4
(Charged Party)

By: _____ (Title)

Date: _____