

Update CBAs to change UFCW21 to UFCW3000

PCC/UFCW3000 proposes all pronouns to be updated to they/them rather than he/she, her/his in both the PCC Grocery and PCC Meat contracts.

Remove References to PCC Downtown

Withdraw Meat Lead Grievance and Healthcare Grievance

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

PCC hereby recognizes United Food & Commercial Workers Local ~~21~~3000 as the sole and exclusive collective bargaining agency for a unit consisting of “all staff” except Store Director and Assistant Store Director(s), Deli Manager Coordinator (~~see letter of understanding for clarification~~) and staff of a meat department, employed in PCC's Ballard, Bellevue, Burien, Bothell, Central District, Columbia City, ~~Downtown~~, Edmonds, Fremont, Green Lake Aurora, Green Lake Village, Issaquah, Kirkland, Redmond, View Ridge, and West Seattle stores with respect to rates of pay, hours, and other conditions of employment. Subject to the terms of Section 16.1 of Article 16, in accordance with the practices developed under this Agreement the work of handling and selling of merchandise in such retail stores covered by this Agreement shall be performed only by staff of PCC within the unit referred to above for which United Food & Commercial Workers Local ~~21~~3000 is recognized as the sole collective bargaining agency by PCC.

ARTICLE 2 - UNION SECURITY

2.8 *replace current language* The Union and each employee authorizing the assignment of wages for payment of voluntary political action contributions (over and above union dues) hereby undertake to indemnify and hold the Employer harmless from all claims, demand, suits or other forms of liability that may arise against the Employer for or on behalf of any deduction made from wages of such employee. The parties recognize that the Union is obligated under the Federal Election Campaign Act (FECA) to reimburse the Employer for its reasonable cost of administering the deduction check off in the parties' Collective Bargaining Agreement. The Employer and the Union agree that one-quarter of one percent (.25%) for all amounts deducted pursuant to the Political Action Fund check off provision in the parties' Collective Bargaining Agreement will be used to reimburse the Employer for its reasonable costs of administering the check off.

ARTICLE 3 - SENIORITY AND AVAILABLE HOURS (Grocery)

3.7.6 This letter is to confirm that ~~the~~ parties agree that the provisions of this Labor Agreement exceed the intent and requirements of the City of Seattle Secure Scheduling Ordinance Chapter 14.22.145. The parties have, pursuant to 14.22.145, entered into an alternative structure for secure scheduling.

In consideration for the above, ~~upon execution of this LOU (or as soon as practicable)~~, PCC shall continue begin fourteen (14)-day schedules at a minimum.

~~Further, the parties shall meet and discuss the features of the scheduling system regularly beginning no later than 20 days after ratification.~~ It is PCC's intent to continue to honor single store seniority and take

individual employee's scheduling preferences into consideration. ~~By January 1, 2018 t~~The scheduling system shall include:

- Availability – Employees will set their availability in the system based on their initial hiring agreement making clear when they are available to work. Availability can be changed up to four (4) times per year or by mutual agreement between the Store Director and the employee, notwithstanding extenuating circumstances. Store Directors will provide a business reason in the case of a denial.
- Scheduling Memo – Employees can add a Scheduling memo note in the system.
- Seniority shall be the deciding factor in scheduling when multiple staff are available for the same shift (provided qualifications and abilities are equal).
- The system records a "digital trail" of all requests.

3.7.7 Shift Bidding -- The employer agrees, within six (6) months after ratification, to establish a shift bidding process that allows workers to sign up for unfilled open shifts at their store location. The available shifts will have already been offered to all employees at that store in accordance with the provisions of this agreement.

3.7.7.1 Employees who wish to fill the open unfilled shifts will inform the Store Director of their interest. Assuming that qualifications and abilities are equal, and the possibility of overtime is reviewed, the first person to claim the shift will receive approval by the Store Director.

3.7.7.2 If there are no employees able to fill the open shifts after completing the processes outline in 3.7.7.1 the Employer can fill the open shifts by inverse seniority on a store basis. Employees who are assigned to shifts by inverse seniority shall be given fourteen (14) days' notice of the scheduled shift.

This process outlined in article 3.7.7 shall not constitute a violation of any provision of this labor agreement. Any alleged deviation from this process shall not be subject to the grievance procedure until 1/1/2026 or the ratification of a new agreement, whichever is later. Further the Union and the Employer shall establish a Labor Management Committee to meet at a mutually agreeable time but no more than bi-annually to discuss the implementation of 3.7.7 and attempt to resolve any deviation from the implementation.

LOU #X (to be numbered later)

The Employer shall endeavor to, after ratification of this agreement, develop a process that allows workers at all store locations to sign up for open shifts available at stores outside of the employees' home stores, after all open shifts have been claimed in accordance with 3.7.7.1.

PCC shall communicate its progress with Local 3000 upon request of the Union.

(Grocery) ARTICLE 5 - HOURS OF WORK AND OVERTIME

- 5.1.1 Staff shall have the option with SD and appropriate department coordinator approval, of working four (4) days of ten (10) hours each (exclusive of not more than one (1) hour out for lunch each day) as a basic straight time workweek. If the optional workweek is denied, the staff person may request a reason to be provided for such denial in writing from the Store Director.
- 5.2 All authorized hours worked in excess of a standard work day (which shall be eight (8) hours per day unless otherwise agreed to as in section 5.1.1 and 5.1.2) and/or forty (40) hours per week shall be paid for at the rate of time and one half (1 1/2). Where six (6) or seven (7) days are worked in any one work week (Sunday through Saturday), time and one half (1 1/2) shall be paid for one day if six are worked or two days if seven are worked on the day(s) the least number of hours are worked. All time worked after eight (8) consecutive days shall be paid at the rate of time and one-half (1 ½) the appropriate contract rate until a day off is given. Employees requested to work on the ninth (9th) consecutive day shall advise management that they have already worked eight (8) consecutive days.
- 5.3 NIGHT PAY
- 5.3.1 *replace current language* If a staff member works between 9:00 PM and 6:00 AM, they will be paid an hourly differential in the amount of one dollar and twenty five cents (\$1.25).
- 5.6 WORK SCHEDULES
- 5.6.3 No staff person shall be required to accept a working shift which begins less than ~~ten~~twelve (12) hours from the previous working shift. A 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 ~~twelve~~ (12) hour period.

ARTICLE 6 - CLASSIFICATION AND RATES OF PAY (Meat)

- 6.1.1 Persons who are designated by management to fulfill all Department Coordinators functions will receive the coordinator premium.
- 6.1.2 There shall be a minimum of one Meat Lead per department.
- 6.1.3 Persons who are designated by management to fulfill all Department Meat Lead functions will receive the Meat Lead premium.

Above language will resolve current Meat Lead grievance

(Grocery) ARTICLE 6 - CLASSIFICATIONS AND MINIMUM RATE OF PAY

- 6.4.1 ~~Employees desirous of a posted, open position that would constitute a promotion shall make their interest know to the company and such employees shall be given first consideration for such vacancies.~~ Employees desirous of a promotion shall make their desires known to the company by (i) notifying their Store Director that they are applying for a specific job opening and (ii) applying for the specific job through the internal job application process. in writing, and sSuch employees shall be given first consideration for such vacancies. Selection to fill the vacancies shall be based on seniority, job performance in current role, ability, and qualifications for the specific job opening. made on the basis of company seniority within the geographical jurisdiction of the Local Union, ability and qualifications being equal.

(Grocery) ARTICLE 8 - VACATIONS

- 8.2 Vacation bidding shall be done in two phases: first on a seniority basis and second on a first-come, first served basis. Provided, however, proper store staffing in the judgment of the SD must be maintained for all store functions.
- A. First Phase: Seniority Basis - January 1st through January 31st for the period of March 1st through February 28th. This includes vacations to be taken in February of the following year. Vacation shall be approved and posted by the third Sunday of February following the bidding period.
1. PCC shall post three separate department vacation schedules along with the respective seniority lists for the grocery (including cashiers, HBC, merc, and all other non-deli and non-produce departments), produce, and deli departments.
 2. Staff, by seniority within each department, shall select their first two (2) vacation preferences utilizing up to three (3) weeks total vacation time.
- B. Second Phase: First-Come, First Served Basis – March 1st through February 28th. This includes vacations to be taken in February of the following year. Vacations shall be approved within 4 weeks from the date of request.
1. PCC shall post the remaining available vacation openings within the grocery (including cashiers, HBC, merc, and all other non-deli and non-produce departments), produce and deli departments.
 2. Staff will select additional vacation time and will be awarded the same on a first-come, first served basis, irrespective of seniority.

(Meat) ARTICLE 4 - VACATIONS

- 4.2 Staff will be responsible for vacation scheduling. Seniority will be the basis for resolving conflicts. Vacation bidding shall be done in two phases: first on a seniority basis and second on a first come, first served basis. Provided, however, proper store staffing in the judgment of the SD must be maintained for all store functions.
- A. First Phase: Seniority Basis – January 1 through January 31 for the period of March 1st through February 28th. This includes vacations to be taken in February of the following year. Vacation shall be approved and posted by third Sunday of February following the bidding period.
- B. Second Phase: First Come, First Served Basis – March 1 - February 28. This includes vacations to be taken February of the following year. Vacations shall be approved within 4 weeks from the date of request.

ARTICLE 4 - LEAVES OF ABSENCE (Grocery - renumber article to Article 8 and rename A8 to A7, A7 to A6, A5 to A4)

4.1 SHORT TERM LEAVE

4.1.1 After eighteen (18) consecutive months of employment, staff can take up to three (3) weeks (cumulative) unpaid leave during a year as long as the leave is approved by the Store Director (SD)

4.2 LONG TERM LEAVE

4.2.1 Long Term Leaves of Absence: Long Term leaves are defined as longer than three (3) weeks but not longer than three (3) months. They must be approved by the Store Director and are conditional upon the long absence of a coworker not jeopardizing the staff person's work situation or the good of the store. Long term leaves are only extended to staff who have worked at PCC at least eighteen (18) months. A staff person can take a long term leave every other year. A substitute must be chosen with the approval of the SD and must be trained by the person leaving.

4.2.2 Staff shall be required to inform PCC in writing of their current address and phone number and PCC may cancel a long term leave according to PCC Policy.

4.3 Staff taking long term leaves are required to pay up any sick leave or vacation deficits and to pay off all debts to PCC before going on leave.

4.4 Staff may not take a staff discount on purchases during a long term leave of absence. Medical, dental, disability, and other economic benefits will not be provided during a long term leave.

4.5 Long term unpaid leaves of absence of up to three (3) months available to staff who have worked for over eighteen (18) months at PCC, can be taken in addition to paid vacation. However, any staff who take a long term leave are not also entitled to the three (3) weeks of unpaid leave available to staff who do not take long term leaves.

4.5.1 The staff person will be schedule in the first week after PCC has received notice of availability upon expiration of leave. Seniority will be maintain according to Article 3.

4.6 Employees with six (6) months up to ~~twelve~~ (12) months of continuous service shall be entitled to a leave of absence without pay that may run a maximum of four (4) weeks. The four (4) week unpaid leave of absence shall start following the utilization of all earned sick leave and vacation for the following bona fide reasons.

4.6.1 Bona fide illness or non-occupational injury which requires absence from work in excess of fourteen (14) calendar days.

4.6.2 Pregnancy.

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

4.6.4 A Doctor's certificate verifying the absence must be furnished if requested by the Employer.

4.7 Pursuant to article 9.8 employees who have worked for PCC for twelve (12) months or more and have exhausted FMLA benefits because of a qualifying medical condition may request an extension of up to an additional twelve (12) weeks of leave.

Bargaining Note: move language from Grocery 9.7 & 9.8 to end of Meat article 18

4.8 Any request for a leave of absence under the terms of Sections 4.1 and 4.2 and 4.6 shall be in writing and state the following information:

4.8.1 Reason for such request;

4.8.2 Date leave is to begin; and,

4.8.3 Date of return to work.

4.9 Any leave of absence, with the exception of Section 4.10, may run to a maximum of nine (9) months.

4.10 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.

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

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

4.11.2 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.

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

4.13 Any employee found to have abused the "leave of absence" by falsification or misrepresentation shall thereupon be subject to disciplinary action.

~~4.13~~ ~~4.6~~ ~~If a benefit plan will permit employees to continue coverage while on leave, PCC will facilitate dissemination of that information to staff if staff notifies the H.R. department two (2) weeks (except in emergencies) in advance to make arrangements to get available and pertinent information to continue payments to maintain coverage during the period of absence. Once on leave, if arrangements have not been made in advance, they cannot be made later.~~

~~4.15~~ ~~4.8~~ BEREAVEMENT LEAVE

~~4.15.1~~ ~~4.8.1~~ All staff shall be allowed up to three (3) days off with bereavement pay by reason of a death in the staff person's family. If additional days off are needed for out of state travel, staff may use additional paid time off. The term family includes: spouse, existing primary relationship, child ~~son,~~ ~~daughter,~~ parent ~~mother,~~ ~~father,~~ parent ~~mother-in-law,~~ ~~father-in-law,~~ grandparents, grandchildren, siblings ~~brother,~~ ~~sister,~~ step children, ~~son-in-law,~~ ~~daughter~~ children-in-law, step parents, step siblings or relatives residing with the staff person

Bargaining Note: staff may pick to use either vacation or sick leave for additional days off if needed for out of state travel

4.16 ~~4.10~~ UNION LEAVE

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

4.16.2 A maximum of one (1) Union steward per 75 bargaining unit employees per store location (no less than one (1) per store) may be granted up to two (2) unpaid days off per calendar year to attend Union functions. Only one (1) steward per location may be out at any given time. Each Union steward must request the time off at least three (3) weeks in advance of the day off needed and must request and receive approval from the Store Director.

ARTICLE 10 - HEALTH, WELFARE, AND DENTAL

~~10.1.2 Effective January 1, 2018, PCC Retiree Medical Plan will no longer be in effect. All employees currently covered under this plan will be grandfathered and shall receive the benefits.~~

10.2 MAINTENANCE OF BENEFITS

10.2.2 If the aggregate cost of PCC's medical plan increases more than 59% year over year between 2024 and 2025, ~~2015 coverage or 9% on a per employee per year basis for 2016 coverage~~ PCC may upon 30 days' notice to the Union implement a cost-sharing with staff covered under the plan in an amount needed to cover the cost above 95% in the plan year 2025 either year not to exceed a total amount of 15% increase to the employee premiums. ~~But in no event shall any staff be required to pay any amount to offset the aforesaid 9% obligation of PCC nor shall any staff be required to pay any amount above what would be required of that staff member if coverage were provided under the RCWT - PPO coverage unless otherwise required herein.~~ If the aggregate cost of PCC's medical plan increases more than 59% year over year between 2025 and 2026, ~~2015 coverage or 9% on a per employee per year basis for 2016 coverage~~ PCC may upon 30 days' notice to the Union implement a cost-sharing with staff covered under the plan in an amount needed to cover the cost above 95% in the plan year 2026 either year not to exceed a total amount of 15% increase to the employee premiums. Dental and Article 9 benefits are 100% maintained by PCC.

ARTICLE 11 - RETIREMENT PLANS (Grocery)

- 11.1 During the term of this Agreement and until expiration of this Agreement the Employer shall pay into the Sound Retirement Trust and Sound Variable Annuity Trust on account of each member of the bargaining unit the amounts as specified in this Article.
- 11.2 PCC and the Union agree to be bound by the terms and provisions of that certain Trust Agreement creating the Sound Retirement Trust as initially executed dated January 13, 1966, and as subsequently amended and by all subsequent revisions or amendments thereto, and by all policies and other conditions of participation and eligibility, which may be established from time to time by the Trust's Plan Document, Summary Plan Description, and other pertinent rules, regulations, and Trustee actions. Further, PCC accepts as its 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 and are their duly appointed successors. Both the Employer and the Union also agree to be bound by the terms of the parties' Health & Welfare Agreement and Pension Addendum and by all subsequent revisions or amendments thereto.
- 11.3 All contributions shall be paid on compensable hours with a maximum of one hundred seventy-three (173) hours per calendar month per staff member. The term "compensable hour" means any hour for which any employee receives any compensation required by this agreement.
- 11.4 The contribution referred to in this Article 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. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the determination of contribution due, the prompt and orderly collection of such amounts, and the accurate reporting and recording of such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for within time specified shall be a breach of this Agreement.
- 11.5 The Board of Trustees of the Sound Retirement Trust shall have the authority to establish and enforce a method for reporting contributions on an accounting period basis, rather than a

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calendar month basis, provided that in no event shall PCC'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. 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 an 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.

11.6 The provisions of Section 11.5 of Article 11 of this Agreement shall in no way apply to or affect PCC's obligation to pay contributions to this Trust Fund as only the amounts set out in this agreement are obligations of PCC.

11.7 The parties hereby adopt the Preferred schedule under the Rehabilitation Plan of the Sound Retirement Trust as revised December 2020~~19~~ with the Preferred schedule to be effective with respect to those subject to the terms of this collective bargaining agreement as of the date stated in the Rehabilitation Plan and selected Schedule and the Employer shall contribute in accordance with such schedule. In accordance with that Schedule, the Employer also shall make such additional supplemental contributions in addition to the base contributions described under below. It is recognized and agreed that said supplemental contributions will not result in any pension credit for the covered employees. The Employer will continue to make contributions to the Sound Retirement Trust as described in this Article and the Employer's active participants will continue to earn benefit accruals until such effective date. The Employer shall make contributions on behalf of all eligible employees to the Sound Retirement Trust under this Section.

	PCC - Clerks	PCC - Courtesy/Helper/ Deli Helper	PCC - Clerks	PCC - Courtesy/Helper/ Deli Helper	PCC - Clerks	PCC - Courtesy/Helper/ Deli Helper
Current CBA Period	1/1/24 ²¹	1/1/24 ¹	1/1/25 ²	1/1/25 ²	1/1/26 ³	1/1/26 ³
Base	\$0.55	\$0.25	\$0.55	\$0.25	\$0.55	\$0.25
Pre-Rehab Rate	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10
Current Rehab Rate	\$1.222 ^{0.92}	\$1.222 ^{0.92}	\$1.252 ^{0.56}	\$1.252 ^{0.56}	\$1.282 ^{1.92}	\$1.282 ^{1.92}
Discontinued SVAPT/ SRT Discount	\$(0.6875)	\$(0.3125)	\$(0.6875)	\$(0.3125)	\$(0.6875)	\$(0.3125)
TOTAL	\$1.1845 ⁵⁷	\$1.2595 ²⁷	\$1.2145 ⁷⁰	\$1.2895 ⁴⁰⁶	\$1.2445 ⁸⁴	\$1.3195 ⁵⁴²

11.8 ~~Until the effective date of the new future service defined benefit variable plan under Section 11.12, the Employer will continue to make contributions to the Sound Retirement Trust as~~

~~described in this Section and the Employer's active participants will continue to earn benefit accruals until such effective date. The Employer shall make contributions on behalf of all eligible employees to the Sound Retirement Trust under this Section.~~

~~11.89~~ Upon the effective date of the new future service defined benefit variable plan under Section 11.12, ~~f~~Future benefit accruals under the SRT ~~have~~will ceased and the SRT plan ~~will be~~has been frozen for the Employer's employees; as a result, the funding of 125% of the employer's base contribution for the SRT for the Employer's employees has been~~is~~ discontinued once future benefit accruals commence under the VAP and all hourly contribution rates paid to the SRT above have been~~will be~~ reduced by this adjusted base contribution under this Section.

~~11.910~~ The Employer will continue to contribute to the SRT and not incur a withdrawal from the SRT solely as a result of the cessation of future benefit accruals under the SRT.

~~11.11~~ If either the SRT or the UFCW Consolidated Fund or the PBGC does not approve the global solution, the bargaining parties will meet to discuss other alternatives.

~~11.102~~ Variable Annuity Plan Variable Annuity Plan (VAP). ~~As of the effective date of the new future service defined benefit variable annuity plan (VAP), f~~Future service benefit accruals will be earned in the VAP, a multiemployer variable annuity defined benefit plan. Participants' service earned under the Sound Retirement Trust (SRT) and the VAP will be recognized for participation, vesting and benefit eligibility purposes in both plans. ~~In the event of a short plan year running from the transfer date to December 31, the benefit guarantee will apply for the short plan year and the subsequent initial full plan year ending December 31, 2021.~~ The VAP shall operate on a calendar plan year basis.

11.10.1 The Employer will contribute (2.8%) percent of salary per month for each eligible active participant to the VAP, commencing with the VAP effective date. Salary shall be gross wages per payroll period which shall be defined as W-2 gross wages for federal income tax purposes plus pre-tax elective deferrals under sections 401(k), 125, health and welfare plan contributions and amounts contributed for 132(f)(4) plans under the Internal Revenue Code of 1986. Contributions will be made on behalf of current active employees and future newly hired employees in classifications for whom contributions have been made under the current collective bargaining agreement. Contributions shall be remitted monthly, in the same manner as they have been made to the SRT.

~~In addition, the Employer will contribute: (1) three cents (\$.03) per hour for each eligible active participant to the VAP, commencing with the effective date of the VAP through December 31, 2021.~~

11.10.2 The Employer agrees to promptly provide, on a periodic basis, such salary data for employees intended to be covered by the VAP to allow the actuaries for the parties developing the VAP to determine the benefit accrual rate from the VAP that can be funded with such contributions determined above and in the future as the VAP operates to allow administration of the VAP.

11.13 401(k) PROGRAM

- 11.13.1 Staff will be offered participation under a 401(k) plan with primary features listed below: 401(k) is a section of the Internal Revenue Code, establishing guidelines, constraints, and general rules for a class of income tax deferred pension plans.
- 11.13.2 Primary features of the PCC 401(k) plan will be:
- A. As with all 401(k) plans, all contributions, whether from the staff member or PCC are exempt from federal income tax while the funds are in the pension plan.
 - B. Staff will be vested (eligible to take PCC contributions with them upon leaving PCC) at the rate of 50% after the first year of employment and 50% more at the end of the next year. Staff contributions are always vested, as is any interest staff contributions may earn.
 - C. Past experience at PCC will count toward vesting eligibility.

In order to resolve NLRB Cases 19-CA-323779 and CA-325419, the Parties agree that no further action will be taken in connection with the no-match letters issued to PCC employees in 2023. Further, in exchange for the resolution of the aforementioned charges, the Parties agree to TA the following language:

Staff must complete one year of service ~~with a minimum of 501 hours worked~~. Staff may enter the plan on the first day of the plan year and the first day of the fourth, seventh, and tenth months after meeting the eligibility requirements. Staff personnel who do not participate in the 401(k) plan shall not have their information shared with the provider.

ARTICLE 7 - RETIREMENT PROGRAM (Meat)

During the term of this Agreement and until expiration of this Agreement the Employer shall pay into the Sound Retirement Trust and Sound Variable Annuity Trust on account of each member of the bargaining unit the amounts as specified in this Article.

- 7.2 The total amount due for each calendar month shall be remitted in a lump sum not later than twenty (20) days after the last business day of such month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the determination of contribution due, the prompt and orderly collection of such amounts, and the accurate reporting and recording of such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for within time specified shall be a breach of this Agreement.
- 7.3 Vacation hours for continuing employees shall be reported and corresponding contributions paid.

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- 7.4 The Employer and the Union agree to be bound by the terms and provisions of that certain Trust Agreement creating the Sound Retirement Trust dated January 13, 1966, and as subsequently amended and by all subsequent revisions or amendments thereto, and by all policies and other conditions of participation and eligibility, which may be established from time to time by the Trust's Plan Document, Summary Plan Description, and other pertinent rules, regulations, and Trustee actions. ~~Further, the Employer accepts as his representatives, for the purpose of such Trust Fund, the Trustees who are appointed by Allied Employers, to serve on the Board of Trustees of said Plan and Trust and their duly appointed successors. Both the Employer and the Union also agree to be bound by the terms of the parties' Health & Welfare Agreement and Pension Addendum and by all subsequent revisions or amendments thereto.~~
- 7.5 The term "compensable hour" shall have the same meaning as set forth in Article 18.
- 7.6 The contribution referred to in this Article shall be computed monthly on compensable hours with a maximum of 173 hours per calendar month per staff member 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.
- 7.7 The Board of Trustees of the Sound Retirement Trust shall have the authority to establish and enforce a method of 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. 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 an 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.
- 7.8 The parties hereby adopt the Preferred schedule under the Rehabilitation Plan of the Sound Retirement Trust as revised December 20~~20~~¹⁹ with the Preferred schedule. The Employer will continue to make contributions to the Sound Retirement Trust as described in this Section and the Employer's active participants will continue to earn benefit accruals until such effective date. The Employer shall make contributions on behalf of all eligible employees to the Sound Retirement Trust under this Section:

	PCC Meat	PCC Counter	PCC Lead Counter	PCC Meat	PCC Counter	PCC Lead Counter	PCC Meat	PCC Counter	PCC Lead Counter
Current CBA Period	1/1/24 1	1/1/24 1	1/1/24 1	1/1/25 2	1/1/25 2	1/1/25 2	1/1/26 3	1/1/26 3	1/1/26 3
Base	\$0.65	\$0.50	\$0.55	\$0.65	\$0.50	\$0.55	\$0.65	\$0.50	\$0.55
Pre-Rehab Rate	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10

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Current Rehab Rate	\$ 1.22209 2	\$ 1.22209 2	\$ 1.22209 2	\$1.25205 6	\$1.25205 6	\$1.25205 6	\$ 1.28219 2	\$ 1.28219 2	\$ 1.28219 2
SVAPT/SRT Discounted	\$ (0.8125)	\$ (0.625)	\$ (0.6875)	\$ (0.8125)	\$ (0.625)	\$ (0.6875)	\$ (0.8125)	\$ (0.625)	\$ (0.6875)
TOTAL	\$1.15956 7	\$1.19745 2	\$1.18455 7	\$1.18958 06	\$1.22765 6	\$1.21457 06	\$1.21959 42	\$1.25779 2	\$1.24458 42

- 7.9 The SRT Employer liabilities will be funded under an updated Rehabilitation Plan designed with the objective that the Plan will move to the green zone and achieve 102% funding by 2030. This updated Rehabilitation Plan will include the current scheduled increases plus an additional contribution of three (\$.03) cents per hour in annual increases over a new ten-year period beginning January 1, 2020 (January hours/February payment). Such accelerated funding in this agreement shall apply to the SRT liabilities and shall remain in effect regardless of the Zone status of the Plan.
- 7.10 The Employer shall continue to pay all of the scheduled contribution increases under the updated Rehabilitation Plan, as set forth above, through the term of this CBA, regardless of the zone status of the SRT. All hourly contributions to the SRT shall continue to be made on behalf of all compensable hours above regardless of whether the employee participates in the SRT.
- 7.11 The Employer will continue to make contributions to the Sound Retirement Trust as described in this Section and the Employer's active participants will continue to earn benefit accruals until such effective date. The Employer shall make contributions on behalf of all eligible employees to the Sound Retirement Trust under this Section.
- ~~7.122~~ Upon the effective date of the new future service defined benefit variable plan under Section 7.18, future benefit accruals under the SRT will have ceased and the SRT plan will have been frozen for Employer's employees; as a result, the funding of 125% of the employer's base contribution for the SRT for the Employer's employees has been discontinued once future benefit accruals commence under the VAP and all hourly contribution rates paid to the SRT above have been will be reduced by this adjusted base contribution under this Section.
- ~~7.133~~ The Employer will continue to contribute to the SRT and not incur a withdrawal from the SRT solely as a result of the cessation of future benefit accruals under the SRT.
- ~~7.14~~ If either the SRT or the UFCW Consolidated Fund or the PBGC does not approve the global solution, the bargaining parties will meet to discuss other alternatives.
- 7.145 Variable Annuity Plan (VAP). As of the effective date of the new future service defined benefit variable annuity plan (VAP), future service benefit accruals will be earned in the VAP, a multiemployer variable annuity defined benefit plan. Participants' service earned under the Sound Retirement Trust (SRT) and the VAP will be recognized for participation, vesting and benefit eligibility purposes in both plans. In the event of a short plan year running from the transfer date

~~to December 31, the benefit guarantee will apply for the short plan year ending December 31, 2021.~~The VAP shall operate on a calendar plan year basis.

7.14.1 The Employer will contribute (2.8%) percent of salary per month for each eligible active participant to the VAP, commencing with the VAP effective date. Salary shall be gross wages per payroll period, which shall be defined as W-2 gross wages for federal income tax purposes plus pre-tax elective deferrals under sections 401(k), 125, health and welfare plan contributions and amounts contributed for 132(f)(4) plans under the Internal Revenue Code of 1986. Contributions will be made on behalf of current active employees and future newly hired employees in classifications for whom contributions have been made under the current collective bargaining agreement. Contributions shall be remitted monthly, in the same manner as they have been made to the SRT.

~~(b) In addition, the Employer will contribute: (1) three cents (\$.03) per hour for each eligible active participant to the VAP, commencing with the effective date of the VAP through December 31, 2021 for the benefit~~

7.14.2 The Employer agrees to promptly provide, on a periodic basis, such salary data for employees intended to be covered by the VAP to allow the actuaries for the parties developing the VAP to determine the benefit accrual rate from the VAP that can be funded with such contributions determined above and in the future as the VAP operates to allow administration of the VAP.

ARTICLE 13 - OTHER BENEFITS

~~(MEAT AND GROCERY) - 13.4 Transportation: The Employer will provide an ORCA Business Passport as under current practice. In no circumstances will employees be required to pay more than \$20 per month~~

ARTICLE 14 - WORKPLACE SAFETY

14.1 Safety Committees will be held in accordance with applicable laws. Store level safety committees shall meet at least monthly. Upon request, the Employer will notify the Union when the Safety Committee will meet. Minutes of the Safety Committee meetings will be posted or made otherwise available for review on Dayforce or future similar system within fourteen (14) days of the meeting.

14.3 The parties agree that no party shall retaliate against any employee for bringing forward safety issues. ~~The Union and the Employer agree that the Employer will provide a full list of all safety committee members for each individual store to the Union annually on or before 1/31 or by request from the Union.~~

14.4 Safety Training and Security:

~~14.4.1 The Employer and the Union will jointly set up a Master Safety Council Committee, made up of three (3) members from the Union and up to an equal number of PCC office staff. members from the Company. If necessary to address certain issues at the workplace either party may invite guests, with prior approval of the committee.~~

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

~~At stores with specific challenges, the Employer and the Union will work together with the Union to identify and utilize community partners/programs to help address issues that impact both employee and customer safety.~~

~~In addition, the Safety Council will review current safety training and procedures to collaborate on recommendations for changes and additions going forward. The Company and the Union agree that they will continue to discuss and jointly address safety related issues and/or questions about the Company's safety program in good faith.~~

~~Furthermore, the Employer will provide a minimum of two (2) in person safety trainings annually that will be focused on either a distinct group (for example the deli, front end, etc.), the overall staff at the stores or focused on members who serve on the store Safety committees. Training topics will be mutually determined by the Union and the Employer at the first Master Safety Committee of the year, with the goal of improving the skills, training, and education of safety committee members or general employees to better address safety concerns in the workplace. Employees will be paid at their regular rate of pay for time spent in training.~~

~~Safety Training will be provided by We Train or, if the parties agree that WeTrain doesn't have a suitable training available and cannot timely develop one to meet the parties' needs, a training may be developed internally or contracted with an outside training organization. that is mutually agreed on by the Union and the Employer can be provided by a non-profit organization, the Union, or the Employer. The Union and the Employer shall seek funding for training through the WeTrain Trust, or other entities through grants, donations, etc. if full funding for such training is not secured, the Employer will pay for the training.~~

~~Appropriate topics for the Through the Master Safety Council may include, but not be limited to, Committee, the employer shall establish comprehensive in person trainings at each store for all workplace violence, harassment prevention, and additional store security issues -staff addressing de-escalation violent intruder and emergency evacuation. Additionally, through the Master Safety Committee, the employer shall establish comprehensive in person training for sexual harassment and stalking prevention at each store for all non-bargaining unit staff and bargaining unit staff.~~

~~14.4.2 No staff person shall be required to enter or leave the store alone at night within the visible limit of the store entrance or exit. Staff may request to be escorted to and from their store by non bargaining unit management or security. In locations where onsite parking is unavailable PCC will schedule onsite security. Staff may request to be escorted to and from their store by PCC staff or security. Furthermore, PCC shall maintain a fifteen (15) minute priority security response service for all stores to assist with escorting staff to their vehicles or public transit. In locations where onsite parking is available PCC will allow employees, on paid time, to move their car closer to the store during evening and night shift beginning at 9pm.~~

BARGAINING NOTE: Upon formation, the Safety Council will review priority security response services including what stores are currently covered under this service and what situations a staff person may request to utilize the service.

ARTICLE ~~16~~ – ~~GRIEVANCE 22~~ – ~~WORKING RELATIONSHIP~~

~~16.7~~ ~~22.1~~

In the spirit of cooperation and the desire to develop a unique working relationship between management and labor, it is understood and agreed that the grievance and arbitration procedures of this agreement are the sole and exclusive means for settling any dispute relating to the application of this agreement.

ARTICLE 17 - GENERAL CONDITIONS

17.10 Employee Spaces

PCC will endeavor to establish at every work location a private multi-use space or area that can be used for the following reasons; lactation, religious observations, self-medical checks. Space shall be given upon reasonable request and/or made available through an employee sign-up process. A list of spaces shall be provided to union stewards for all locations upon request.

ARTICLE 21 – DEMOCRATIC MANAGEMENT STRUCTURE

21.5 AVAILABILITY OF MANAGEMENT LEVEL INFORMATION (Grocery)

Staff shall have access to management information as authorized by the Board of Trustees. Denial of information under article ~~21~~0.5 is subject to Article ~~16~~5.

~~16.7 21.8~~ WORKER CAUCUS COMMITTEE (WCC) to replace current language.

- A. Bargaining unit members at each store location shall be selected through a digital democratic process. In the event the committee falls below three (3) committee members a new election shall be conducted in accordance with the procedure outline herein. Store locations in which the WCC has fewer than three (3) committee members, elections shall take place when vacancies arise. Each Worker Caucus Committee will then designate two (2) co-chairs to serve up to a three (3) year term. The Worker Caucus Committees shall not include members of the public.
 - a. Each store shall be allowed one (1) WCC per 30 employees with a cap of five (5).
 - b. Nominations shall be open thirty (30) days prior to the election process.
- B. Each store's Worker Caucus Committee members ~~co-chairs~~ shall be allowed:
 - a. one (1) hour paid time each month that does not fall on a quarterly meeting to attend a WCC meeting, eight (8) meetings annually.
 - b. Additionally, prior to the quarterly meetings the Worker Caucus co-chairs shall be allowed one (1) hour paid time to attend a virtual pre-scheduled companywide worker caucus co-chair committee meeting consisting of two (2) co-chairs per store

- c. The WCC will recommend a meeting time to store leadership. Once approved, the approved meeting will be added to their schedule in Dayforce.
- C. The Worker Caucus Committee shall establish a lead chairperson through a digital democratic process, annually or when there is a vacancy. The lead chairperson will be responsible for organizing each meeting, including the meeting agenda, notes, and post-meeting communication with staff.
- D. PCC will facilitate, with committee members' approval, the provision of contact information of all committee members with one another.
- E. The companywide worker caucus shall meet to discuss appropriate issues. Appropriate issues for each worker caucus committee shall be determined by each store's co-chairs in conjunction with their location's staff but shall not include issues already covered in ratified collective bargaining agreements. Appropriate issues include, but are not limited to, issues related to the specific operations, merchandising, work methods, workplace culture, diversity and inclusion, and community related to each store location.
- F. Members of PCC's Board of Trustees selected by the Board Chair and members of PCC's Leadership Team selected by the CEO will jointly hold quarterly meetings limited to one co-chair per location during the first 60 minutes of the meeting. Followed by a thirty (30) minute all staff portion of the meetings. The purpose of these meetings is to provide a forum for questions and offer suggestions to the Board of Trustees and the Leadership Team regarding PCC's operations, staffing, work methods, merchandising, safety, workplace culture, diversity and inclusion, and community engagement. Meetings will be recorded and a link to the recording will be sent to the entire bargaining unit staff. The employer shall endeavor to address any unaddressed questions in the quarterly meeting through Dayforce within 14 days from the date of the meeting.
- G. In order for the attending Board Trustees and Leadership Team members to prepare, the lead chairperson or a designated person shall endeavor to provide discussion topics in advance of the quarterly meeting. These quarterly meetings shall be in addition to the Town Hall meetings that are open to PCC staff.

Bargaining Note: WCC (B) (b) (i) in the event that the WCC is having difficulties scheduling regular meetings or the meeting recommendations get denied by the leadership team, the HR Director will work with the WCC chairperson to secure a regular scheduled meeting.

ARTICLE 24 - DURATION OF AGREEMENT

- 24.1 This Agreement shall be in full force and effect from the date of the last signer below through December 31, 2025, 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 within sixty (60) days prior to said expiration date of each anniversary thereof upon written notice being served upon either party by the other. Both parties agree if a successor contract has not been settled by December 31, 2025~~3~~ to automatically extend this agreement until one party shall serve on the other a fourteen (14) day (336 hours) notice to terminate the agreement.

APPENDIX "A"

A.1.2.1 Each store shall be allotted up to ~~20~~15% of the total bargaining unit hours per week, excluding the deli department, to be used in the Helper Clerk classification. Helper Clerks may perform all the duties in the store except checking and ordering. ~~Helper Clerk hours shall not infringe upon the seniority rights of staff hired on or prior to the ratification of the 1995 agreement. In stores with Amazon shoppers, should the helper clerk percentage reach 20% for 3 consecutive paid periods, that store shall have the ability to increase the helper clerk rate to 25%. Should the store discontinue the Amazon program, the helper clerk percentage will revert to 20%.~~

A.1.2.2 Each Deli Department shall be allotted up to 50% (fifty percent) of the total deli hours per week to be used in the Deli-Helper Clerk classification. Deli-Helper Clerks must be supervised and cannot work outside of the Deli Department except as a Helper Clerk. Deli-Helper Clerk hours shall not infringe upon the seniority rights of staff. Deli-Helper Clerks at the top of the scale shall receive a seventy five cents (\$0.75) per hour premium for all compensable hours.~~The additional 10% added to Deli Helper Clerks shall not infringe upon the seniority rights of Deli staff employed upon the date of implementing a percentage above 50%.~~

A.1.2.4 – Upon Promotion, a Helper Clerk or a Deli Helper Clerk shall be credited with up to ~~100%~~ 50% of all hours worked up to a maximum of ~~4160~~ 3120 ~~2080~~ hours toward the Appendix “A” schedule. ~~provided, however, no promoted employee shall receive an increase upon promotion which is less than 5% from their then current rate.~~

A.1.2.5 DELI-HELPER CLERKS CASHIERING (current language moved from B.2)
Deli-Helper Clerks (DHC) covered by this Agreement may perform incidental checking within the Deli departments (including Juice/Esspresso Bars) for items from the Deli Department and such incidental products (e.g. candy bar, luncheon snack) as a customer may bring to a Deli register in conjunction with a Deli purchase. DHC’s may not check out baskets of items from other (non-Deli) departments and may not check at any time outside the Deli Department. {Note: PCC has agreed to review with the Union the duties of DHC}

A.1.3.2 Courtesy clerks shall be prohibited from working in the “dish pit.”~~No employee shall work more than four (4) hours working in the dish pit.~~

*Bargaining Note: The five (5) staff members currently classified as Courtesy Clerk Dishwashers shall be permitted to work full shifts for the duration of their employment. *

A.1.4.1 Minimum Wage and Wage Escalators **new language**

Inside Seattle: In no event shall any wage classification be less than twenty-five cents (\$0.25) per hour above the then current applicable minimum wage. Each pay rate will be at least ten cents (\$0.10) per hour higher than the previous rate in the progression schedule for all positions excluding Journeyperson and above. The minimum wage and subsequent ten cent (\$0.10) escalators shall not exceed the Journeyperson rate.

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Outside Seattle: In no event shall any wage classification be less than fifty cents (\$0.50) per hour above the then Washington State minimum wage. Each pay rate will be at least twenty cents (\$0.20) per hour higher than the previous rate in the progression schedule for all positions excluding Journeyperson and above. The minimum wage and subsequent twenty cents (\$0.20) escalators shall not exceed the Journeyperson rate. If during the term of this Agreement, the outside Seattle minimum wage surpasses the inside Seattle minimum wage, the escalators applicable to inside Seattle shall apply (\$0.25 above minimum wage; \$0.10 escalators).

Across the Board Wage Increases:

Meat Cutters: Jan. 1, 2024: \$2.05 / July 1, 2024: \$1.25 / July 1, 2025: \$1.25

Meat Wrapper & Service Counter, Grocery & Deli Clerks: Jan. 1, 2024: \$2.05 / July 1, 2024: \$1 / July 1, 2025: \$1

See Wage Addendum

A.1.1.7 The employer shall not demote or reduce the pay or premiums outlined above offered to bargaining unit staff except for "Just Cause". This provision shall not apply to those staff who voluntarily step down from their position.

LETTER OF UNDERSTANDING #3

by and between

Puget Consumers Co-op

and

United Food and Commercial Workers Union Local No. 213000

Training, Education and Career Development

~~1. PCC will contribute to WeTrain Washington \$5,000 per year to fund the participation of up to 10 workers per year in Meat and Seafood pre-apprenticeship training program. Participants will be approved by the employer. PCC can send additional participants beyond the 10 at a rate of \$500 per participant. Such funds will be matched by UFCW213000.~~

~~2. The bargaining parties agree to consider jointly addressing future funding needs during the term of this agreement.~~

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

1. Effective January 1, 2024 for hours on and after the effective date, the Employer shall contribute to the Sound WeTrain Training And Workforce Development Trust ("Trust") one cent (\$0.01) per employee per hour.

2. The Employer agrees to be bound by the terms and provisions of the Trust Agreement creating the Sound WeTrain Training And Workforce Development Trust and as may be subsequently amended and by all policies and other conditions of participation and eligibility, which may be established from time to time by the Trust and other pertinent rules, regulations, and Trustee actions. The Trust shall be administered by a Board of Trustees consisting of an equal number of Union and Employer Trustees selected in accordance with the Agreement and Declaration of Trust. The Employer hereby agrees to accept the Employer Trustees of the Trust who have been selected as its representatives in the joint administration of the Trust.

3. The principal and income of the Trust shall be used for the purpose of providing for the employees of the Employers contributing thereto and their beneficiaries, with training benefits and for any and all other purposes which may be permitted pursuant to Section 302(c)(5) of the Labor Management Relations Act of 1947, and the payment of all expenses, including the administration and maintenance of the Trust.

4. The total amount due for each calendar month shall be remitted in a lump sum not later than twenty (20) days after the last business day of such month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the determination of contributions due, the prompt and orderly collection of such amounts, and the accurate reporting and recording of such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for within time specified shall be a breach of this Agreement.

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

6. The Trust contribution shall be paid on compensable hours.

LETTER OF UNDERSTANDING – CURBSIDE DELIVERY #4

~~This letter of understanding is effective upon execution by both parties and will be included in labor agreements between PCC and UFCW Local 21.~~

~~Curbside Delivery~~

PCC may implement a curbside delivery program at some or all PCC stores. The parties believe this program is mutually beneficial because it reduces customer trips and interactions with staff during the COVID-19 pandemic; enhances safety measures including social distancing and store capacity limits; reduces the amount of sales handled by nonunion Instacart, which uses its own staff instead of PCC unionized staff to pick, pack and deliver customer orders; increases potentially the number of staff or scheduled staff hours to accommodate the program's demands if successful; and makes PCC competitive with other area grocers who already offer this program.

PCC or any third-party provider selected by PCC will receive curbside delivery customer orders. These orders will be handled by PCC staff as follows:

- Picking and packing will be done by Helper Clerks or Clerks at PCC's sole discretion
- Clerks will ring the customer curbside delivery order
- Helper Clerks or Clerks will store the order in temperature-appropriate storage spaces
- Helper Clerk or Clerks will carry the order to the customers car after the customer notifies the store that they are in a designated parking space in the store lot.

STAFF ON BOARD OF TRUSTEES (NEW)

LETTER OF UNDERSTANDING # XX

THIS PROPOSAL IS CONDITIONED UPON AND SUBJECT TO APPROVAL OF THE FULL BOARD OF TRUSTEES OF PCC

Basic premise: The Board of Trustees intends, in any year that any seats currently occupied by unionized staff members are coming up for reelection, to place a number of unionized staff members (equal to the number of Board seats currently occupied by staff) on the ballot for vote by the PCC membership at the Annual Member Meeting.

- The organizational documents specify that not more than two unionized staff members, if elected by full membership, can sit on the Board of Trustees at any one time (“Staff Trustees”)
- The union, at its own expense, solicits nominations from PCC unionized staff for potential staff candidates to the Board of Trustees (“Staff Nominees”) and then conducts an online election amongst unionized staff over (7) seven calendar days to determine the top (3) three Staff Nominees
- Staff Nominees are only provided in an election year when there is a Board seat(s) occupied by a Staff Trustee coming up for reelection AND the incumbent Staff Trustee(s) serving on the Board:
 - chooses not to run again.
 - resigns from the Board prior to or at the end of the current term.
 - is not eligible for reelection because the co-op’s term limits prohibit reelection.
 - is disqualified from continuing to serve because their employment with PCC has been terminated for any reason.
- After the union-conducted election, the union provides PCC with names of up to three (3) Staff Nominees. The Staff Nominees will be reviewed by the Governance and Membership Committee (GMC) of the Board of Trustees to ensure they meet the eligibility criteria specified below.

Then PCC’s Board of Trustees **will place** the name(s) of Staff Nominees, not to exceed the lesser of: (i) two names or (ii) the number of open Staff Trustee seats up for election on the ballot for a vote of membership at the upcoming Annual Members’ Meeting.

- Eligibility: A Staff Nominee will be eligible to be placed on the ballot for vote by membership when there is an open staff seat(s) if they:
 - have been employed by PCC for more than three (3) years or 6,240 hours
 - are an employee in good standing.
 - have the time and capacity to serve on the BOT and its committees.
- Unionized staff must resign from the BOT if they leave PCC employ for any reason.
- If the co-op’s full membership chooses not to elect a Staff Nominee, there is no recourse by the Union, but the Board of Trustees will not make any recommendation to co-op members to vote for or against any Staff Nominee

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- If a Staff Trustee resigns mid-term, the GMC may appoint a replacement for the remainder of the vacant seat's term from other eligible Staff Nominees. If no eligible Staff Nominees are available, staff selects two Staff Nominees using the election process specified above, and the GMC will choose an appointee from the Staff Nominees, or the seat remains vacant until the next election.

LABOR MANAGEMENT COMMITTEE (NEW)

LETTER OF UNDERSTANDING # XX

By letter of understanding to be attached to the labor contract, PCC and UFCW Local 3000 will agree to establish a Labor Management Committee (LMC), to be formed within 180 days following ratification of the current union contract. The LMC will sunset on December 31, 2025, unless the parties mutually agree to extend its duration.

The LMC will be created as a subcommittee of the Board's existing Governance and Membership Committee (GMC) and in accordance with PCC's by-laws. LMC members will not be members of the PCC Board of Trustees (BOT) unless already duly elected to the BOT by PCC members eligible to vote in BOT elections (Staff Trustees).

Mission and Purpose

The LMC's purpose will be to study and make recommendations to the BOT or PCC's Leadership Team, as appropriate based on the nature of the recommendation, for action on those matters on which it deliberates (as outlined below) to the BOT. The LMC charter will be developed by its members for review and approval by the BOT, and will outline its mission, committee logistics (meeting cadence – provided that the LMC meets a minimum of four (4) times per year unless otherwise mutually agreed upon, attendance, documentation and administration) and those matters regarding which it may provide recommendations, including:

1. fostering understanding by union staff of the co-op's business and financial model and financial and operational challenges;
2. profit sharing or gain sharing for unionized staff.
3. assessing and recommending workplace enhancements related to
 - scheduling
 - staffing levels
 - career advancement
 - the standardization of processes
 - empowerment of staff to help customers, improve their work, and manage customer flow;
4. evaluating store staff training needs, including cross-training of staff in customer-facing and non-customer-facing tasks to increase efficiency in the store, improve and develop workers' skills, and increase access to hours;
5. improving staff productivity;
6. improving the financial performance of the co-op; and
7. improving member / shopper experience.

Like other committees of the Board, the LMC shall prepare agendas for meetings and maintain minutes of its deliberations. The LMC shall report to PCC staff from time to time on its deliberations, but no less than two (2) times per year.

A secondary purpose of the LMC is to identify, educate as to PCC's financial/operational model and challenges, and provide leadership opportunities for unionized staff who may be interested in serving as Staff Trustees on the BOT in the future.

Composition and Eligibility for Participation

LMC membership will consist of:

- 5 unionized PCC staff members
- the Staff Trustees
- -not more than two (2) non-staff representatives from UFCW 3000
- -PCC's Vice President of Operations and one other member of the Leadership Team
- PCC's CFO
- PCC's Board Chair, Vice Chair or other non-staff Trustee, and
- the Chair of the GMC or his/her designee.
- Either party may bring a guest provided:
 - the party provides not less than 5 business days' notice to the other party of the identity and expertise of the guest;
 - the guest has particular expertise to advise the LMC on an item slated to be discussed on the agenda for the meeting the guest is expected to attend;
 - PCC may require the guest ~~to has~~ executed a Confidentiality and Non-Disclosure Agreement with PCC in a form provided by PCC; and
 - the other party does not have a reasonable business objection to the attendance of the guest.

One or more of the Staff Trustees will serve as chairs (co-chairs) of the LMC.

UFCW Local 3000 is responsible for providing to the GMC a list of at least ten (10) PCC staff members as possible candidates to serve on the LMC. The UFCW's selection process shall be open and transparent to all unionized staff. To ensure that a wide range of staff opinions and experiences are represented on the LMC, the UFCW shall ensure that those staff members identified as candidates:

1. Are PCC employees in good standing.
2. Represent diverse ethnic groups, backgrounds, and positions within PCC.
3. Understand the time commitment of the LMC and are willing to serve.

The GMC may interview potential candidates and will appoint the LMC members by a simple majority vote.

Term and Compensation

In order to ensure LMC members have time to gain sufficient understanding of PCC's financial and operational challenges to make meaningful recommendations, and to ensure the continuity of such

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knowledge to make the LMC productive, the term of staff (other than Staff Trustees) on the LMC shall be for the lesser of:

- a. the length of the staff member's employment with PCC; or
- b. three years.

If an LMC member is unable to complete their term or leaves PCC's employ, UFCW Local 3000 will provide two (2) suggested replacement candidates, meeting the criteria set out above, for consideration by the GMC to fill the vacant seat.

LMC members who are PCC staff (other than the Staff Trustees) will be compensated at their hourly wage rate for that time spent in duly-called LMC meetings. The Staff Trustees serving as LMC chairs shall receive a committee chair stipend for their service. Non-staff members of the LMC and members of the Leadership Team participating on the LMC shall receive no compensation for service on the LMC.

To ensure that LMC members have an understanding of PCC's current and future financial and operational challenges, staff who are LMC members will be invited, from time to time, to attend portions of BOT meetings pertinent to matters under consideration by the LMC.

The LMC, like other BOT subcommittees and task forces, is responsible for fulfilling its charter, including developing recommendations on matters within its scope of deliberations. The recommendations of the LMC will be considered by, but are not binding upon the BOT unless approved by the BOT.

Consistent with PCC's BOT committees (AFC, GMC, MDCC), there will be no dedicated annual budget for the LMC. Any financial needs – such as funds for consulting or other work – must be proposed for review and approval by the BOT as part of the co-op's annual operating plan.

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Wage Addendums

Grocery/Deli Clerks Seattle

Seniority	Proposed Seniority	Current	1/1/2024	7/1/2024	1/1/2025	7/1/2025
10400	6240	\$23.10	\$25.15	\$26.15	\$26.15	\$27.15
9360	5200	\$20.25	\$20.72	\$20.72	\$20.72	\$20.72
8320	4160	\$19.50	\$20.62	\$20.62	\$20.62	\$20.62
7280	3120	\$18.85	\$20.52	\$20.52	\$20.52	\$20.52
6240	2080	\$18.69	\$20.42	\$20.42	\$20.42	\$20.42
5200	1040	\$18.00	\$20.32	\$20.32	\$20.32	\$20.32
4160	0	\$17.90	\$20.22	\$20.22	\$20.22	\$20.22
3120		\$17.80				
2080		\$17.70				
1040		\$17.60				
0		\$17.50				

Grocery/Deli Clerks Outside Seattle

Seniority	Proposed Seniority	Current	1/1/2024	7/1/2024	1/1/2025	7/1/2025
10400	6240	\$23.10	\$25.15	\$26.15	\$26.15	\$27.15
9360	5200	\$20.25	\$20.45	\$20.45	\$20.45	\$20.45
8320	4160	\$19.50	\$19.70	\$19.70	\$19.70	\$19.70
7280	3120	\$18.75	\$18.95	\$18.95	\$18.95	\$18.95
6240	2080	\$18.00	\$18.20	\$18.20	\$18.20	\$18.20
5200	1040	\$17.25	\$17.45	\$17.45	\$17.45	\$17.45
4160	0	\$16.50	\$16.78	\$16.78	\$16.78	\$16.78
3120		\$16.00				
2080		\$15.55				
1040		\$15.40				
0		\$15.25				

UFCW 3000 / PCC NEGOTIATIONS

Final Recommended Settlement (FRS) 1.31.2024

Any changes made are made for both contracts, Meat and Grocery unless otherwise noted

Helper Clerks Inside Seattle

Seniority	Proposed Seniority	Current	1/1/2024	7/1/2024	1/1/2025	7/1/2025
10400	10400	\$18.80				
9360	9360	\$17.70				
8320	8320	\$17.70	\$21.02			
7280	7280	\$17.70	\$20.92	\$21.02		
6240	6240	\$17.70	\$20.82	\$20.82		
5200	5200	\$17.70	\$20.72	\$20.72	\$21.52	
4160	4160	\$17.60	\$20.62	\$20.62	\$20.62	\$21.52
3120	3120	\$17.60	\$20.52	\$20.52	\$20.52	\$20.52
2080	2080	\$17.60	\$20.42	\$20.42	\$20.42	\$20.42
1040	1040	\$17.50	\$20.32	\$20.32	\$20.32	\$20.32
0	0	\$17.50	\$20.22	\$20.22	\$20.22	\$20.22

Helper Clerks Outside Seattle

Seniority	Proposed Seniority	Current	1/1/2024	7/1/2024	1/1/2025	7/1/2025
10400	10400	\$18.40				
9360	9360	\$16.50				
8320	8320	\$16.50	\$18.55			
7280	7280	\$16.50	\$18.18	\$19.00		
6240	6240	\$16.25	\$17.98	\$17.98		
5200	5200	\$16.00	\$17.78	\$17.78	\$19.50	
4160	4160	\$15.74	\$17.58	\$17.58	\$17.58	\$20.50
3120	3120	\$15.20	\$17.38	\$17.38	\$17.38	\$17.38
2080	2080	\$15.05	\$17.18	\$17.18	\$17.18	\$17.18
1040	1040	\$14.90	\$16.98	\$16.98	\$16.98	\$16.98
0	0	\$14.75	\$16.78	\$16.78	\$16.78	\$16.78

UFCW 3000 / PCC NEGOTIATIONS

Final Recommended Settlement (FRS) 1.31.2024

Any changes made are made for both contracts, Meat and Grocery unless otherwise noted

Courtesy Clerks Inside Seattle

Seniority	Proposed Seniority	Current	1/1/2024	7/1/2024	1/1/2025	7/1/2025
6240	2080	\$17.60	\$20.42	\$20.42	\$20.42	\$20.42
5200	1040	\$17.60	\$20.32	\$20.32	\$20.32	\$20.32
4160	0	\$17.50	\$20.22	\$20.22	\$20.22	\$20.22
3120		\$17.50				
2080		\$17.50				
0		\$17.50				

Courtesy Clerks Outside Seattle

Seniority	Proposed Seniority	Current	1/1/2024	7/1/2024	1/1/2025	7/1/2025
6240	2080	\$15.00	\$17.18	\$17.18	\$17.18	\$17.18
5200	1040	\$14.50	\$16.98	\$16.98	\$16.98	\$16.98
4160	0	\$14.50	\$16.78	\$16.78	\$16.78	\$16.78
3120		\$14.50				
2080		\$14.35				
0		\$14.35				

UFCW 3000 / PCC NEGOTIATIONS

Final Recommended Settlement (FRS) 1.31.2024

Any changes made are made for both contracts, Meat and Grocery unless otherwise noted

Meat Cutters Inside Seattle

Classifications	Current	1/1/2024	7/1/2024	1/1/2025	7/1/2025
Meat					
Coordinator	\$30.10	\$32.15	\$33.40	\$33.40	\$34.65
Meat Lead	\$28.10	\$30.15	\$31.40	\$31.40	\$32.65
Journeyman	\$26.10	\$28.15	\$29.40	\$29.40	\$30.65
6th 6 months	\$20.00	\$20.72	\$20.72	\$20.72	\$20.72
5th 6 months	\$18.60	\$20.62	\$20.62	\$20.62	\$20.62
4th 6 months	\$17.80	\$20.52	\$20.52	\$20.52	\$20.52
3rd 6 months	\$17.70	\$20.42	\$20.42	\$20.42	\$20.42
2nd 6 months	\$17.60	\$20.32	\$20.32	\$20.32	\$20.32
1st 6 months	\$17.50	\$20.22	\$20.22	\$20.22	\$20.22

Meat Cutters Outside Seattle

Classifications	Current	1/1/2024	7/1/2024	1/1/2025	7/1/2025
Meat					
Coordinator	\$30.10	\$32.15	\$33.40	\$33.40	\$34.65
Meat Lead	\$28.10	\$30.15	\$31.40	\$31.40	\$32.65
Journeyman	\$26.10	\$28.15	\$29.40	\$29.40	\$30.65
6th 6 months	\$20.00	\$20.20	\$20.20	\$20.20	\$20.20
5th 6 months	\$18.60	\$18.80	\$18.80	\$18.80	\$18.80
4th 6 months	\$16.60	\$17.38	\$17.38	\$17.80	\$17.80
3rd 6 months	\$15.55	\$17.18	\$17.18	\$17.60	\$17.60
2nd 6 months	\$15.40	\$16.98	\$16.98	\$17.40	\$17.40
1st 6 months	\$15.25	\$16.78	\$16.78	\$17.20	\$17.20

UFCW 3000 / PCC NEGOTIATIONS

Final Recommended Settlement (FRS) 1.31.2024

Any changes made are made for both contracts, Meat and Grocery unless otherwise noted

Meat Wrappers Inside Seattle

Seniority	Proposed Seniority	Current	1/1/2024	7/1/2024	1/1/2025	7/1/2025
10400	6240	\$23.20	\$25.25	\$26.25	\$26.25	\$27.25
9360	5200	\$20.25	\$20.72	\$20.72	\$20.72	\$20.72
8320	4160	\$19.50	\$20.62	\$20.62	\$20.62	\$20.62
7280	3120	\$18.85	\$20.52	\$20.52	\$20.52	\$20.52
6240	2080	\$18.35	\$20.42	\$20.42	\$20.42	\$20.42
5200	1040	\$18.00	\$20.32	\$20.32	\$20.32	\$20.32
4160	0	\$17.90	\$20.22	\$20.22	\$20.22	\$20.22
3120		\$17.80				
2080		\$17.70				
1040		\$17.60				
0		\$17.50				

Meat Wrappers Outside Seattle

Seniority	Proposed Seniority	Current	1/1/2024	7/1/2024	1/1/2025	7/1/2025
10400	6240	\$23.20	\$25.25	\$26.25	\$26.25	\$27.25
9360	5200	\$20.25	\$20.45	\$20.45	\$20.45	\$20.45
8320	4160	\$19.50	\$19.70	\$19.70	\$19.70	\$19.70
7280	3120	\$18.75	\$18.95	\$18.95	\$18.95	\$18.95
6240	2080	\$18.00	\$18.20	\$18.20	\$18.20	\$18.20
5200	1040	\$17.25	\$17.45	\$17.45	\$17.45	\$17.45
4160	0	\$16.50	\$16.78	\$16.78	\$16.78	\$16.78
3120		\$16.00				
2080		\$15.55				
1040		\$15.40				
0		\$15.25				

UFCW 3000 / PCC NEGOTIATIONS

Final Recommended Settlement (FRS) 1.31.2024

Any changes made are made for both contracts, Meat and Grocery unless otherwise noted

Service Counter Inside Seattle

Seniority	Proposed Seniority	Current	1/1/2024	7/1/2024	1/1/2025	7/1/2025
Journeyman	Next 1040 hours	\$19.50	\$21.55	\$22.55	\$22.55	\$23.55
Next 1040 hours	Next 1040 hours	\$17.70	\$20.72	\$20.72	\$20.72	\$20.72
Next 1040 hours	Next 1040 hours	\$17.70	\$20.62	\$20.62	\$20.62	\$20.62
Next 1040 hours	Next 1040 hours	\$17.70	\$20.52	\$20.52	\$20.52	\$20.52
Next 1040 hours	Next 1040 hours	\$17.60	\$20.42	\$20.42	\$20.42	\$20.42
Next 1040 hours	Next 1040 hours	\$17.60	\$20.32	\$20.32	\$20.32	\$20.32
Next 1040 hours	1st 1040 hours	\$17.60	\$20.22	\$20.22	\$20.22	\$20.22
Next 1040 hours		\$17.50				
1st 1040 hours		\$17.50				

Service Counter Outside Seattle

Seniority	Proposed Seniority	Current	1/1/2024	7/1/2024	1/1/2025	7/1/2025
Journeyman	Next 1040 hours	\$19.50	\$21.55	\$22.55	\$22.55	\$23.55
Next 1040 hours	Next 1040 hours	\$16.50	\$17.78	\$17.78	\$17.78	\$17.78
Next 1040 hours	Next 1040 hours	\$16.25	\$17.58	\$17.58	\$17.58	\$17.58
Next 1040 hours	Next 1040 hours	\$16.00	\$17.38	\$17.38	\$17.38	\$17.38
Next 1040 hours	Next 1040 hours	\$15.50	\$17.18	\$17.18	\$17.18	\$17.18
Next 1040 hours	Next 1040 hours	\$15.20	\$16.98	\$16.98	\$16.98	\$16.98
Next 1040 hours	1st 1040 hours	\$15.05	\$16.78	\$16.78	\$16.78	\$16.78
Next 1040 hours		\$14.90				
1st 1040 hours		\$14.75				

UFCW 3000 / PCC NEGOTIATIONS

Final Recommended Settlement (FRS) 1.31.2024

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Healthcare Attachments

A.2*		2024 AND 2025 EMPLOYEE PREMIUM CONTRIBUTIONS	
*This proposal will resolve the benefits premium grievance.			
2024 PROPOSED - BASIC		2024 PROPOSED - PREMIUM	
Employee Cost Per Pay Period		Employee Cost Per Pay Period	
Basic - NEW	Bi-Weekly	Premium - NEW	Bi-Weekly
Employee	\$10.00	Employee	\$25.00
Employee + Spouse	\$12.00	Employee + Spouse	\$45.00
Employee + Child(ren)	\$12.00	Employee + Child(ren)	\$45.00
Employee + Family	\$15.00	Employee + Family	\$60.00
2025 PROPOSED - BASIC		2025 PROPOSED - PREMIUM	
Employee Cost Per Pay Period		Employee Cost Per Pay Period	
Basic - NEW	Bi-Weekly	Premium - NEW	Bi-Weekly
Employee	\$12.00	Employee	\$30.00
Employee + Spouse	\$15.00	Employee + Spouse	\$50.00
Employee + Child(ren)	\$15.00	Employee + Child(ren)	\$50.00
Employee + Family	\$20.00	Employee + Family	\$65.00

UFCW 3000 / PCC NEGOTIATIONS

Final Recommended Settlement (FRS) 1.31.2024

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B.4 Health Care Plans	Beginning with January 2024, PCC will offer two Plans, one is called our Basic Plan and one is called a Premium.	
Benefit Outline and Cost Summary		
As of January 1, 2024		
	2024	2024
Benefit Outline	Basic	Premium
Carrier	Aetna	Aetna
Plan Type, Name, Network	Choice POS II	Choice POS II
Deductible (Individual / Family)	\$800 / \$1,600	\$150 / \$300
Deductible Embedded / Non-Embedded	Embedded	Embedded
Out-of-Pocket Maximum (Individual / Family)	\$3,200 / \$6,400	\$650 / \$1,300
Prescription OOP Max (Individual / Family)	Included w/ Medical	Included w/ Medical
Coinsurance (In / Out)	85% / 50%	85% / 60%
Wellness / Preventive Care	100% (dw)	100% (dw)
Primary Care Office Visit	\$25 Copay (dw)	\$20 Copay (dw)
Specialist Office Visit	\$25 Copay (dw)	\$20 Copay (dw)
Urgent Care Visit	\$50 Copay (dw)	\$50 Copay (dw)
Emergency Room	100 Copay / 85% (dw)	100 Copay / 85% (dw)
Outpatient Lab / X-Ray	85%	85%
Complex Imaging (MRI, CAT, PET, et al.)	85%	85%
Outpatient Surgical Facility	85%	85%
Inpatient Hospital Facility	85%	85%
Retail Prescription Drug Copays	\$10 / \$20 / \$40 (dw)	\$10 / \$20 / \$40 (dw)
Mail Order Prescription Drug Copays	2x Retail	2x Retail
Specialty Prescription Drugs	Same as Retail	Same as Retail
Vision Exam (Per 12 Mo.)	\$25 Copay (dw)	\$20 Copay (dw)
Vision Services & Supplies (Per 12 Mo.)	\$200 Allowance (dw)	\$200 Allowance (dw)

PCC Markets

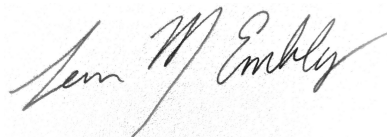
Dana Montanari:



Date: February 5, 2024

UFCW3000

Sean Embly:



Date

February 5, 2024