

# Agreement by and between **UFCW 3000** and **AW Rehn & Associates**

Effective: 7/3/2019 - 7/2/2023

**UFCW3000**

Faye Guenther, President • Joe Mizrahi, Secretary-Treasurer





# WEINGARTEN RIGHTS

## Your Right to Union Representation

You have the right to union representation if you are called to a meeting with management that could lead to discipline.

*"I understand that this proceeding is for the purpose of investigating whether I may receive discipline. Therefore, I request that a union representative be present on my behalf before this proceeding continues. If you insist that the proceeding continue without allowing me union representation, I hereby protest your denial of rights guaranteed to me under federal labor law."*

### **Weingarten rights were won in a 1975 Supreme Court decision with these basic guidelines:**

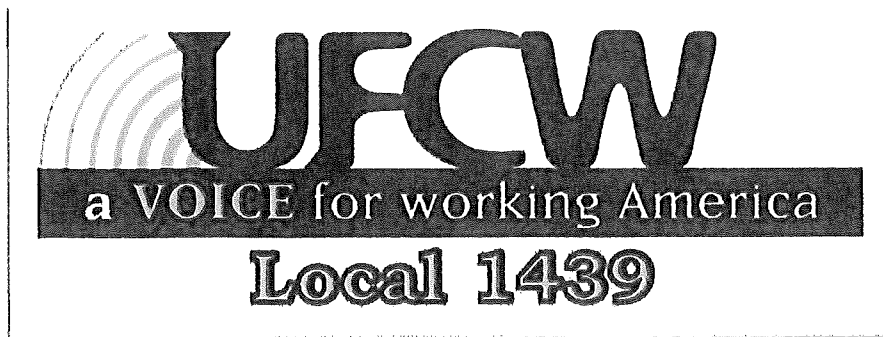
-  You must make a clear request for union representation either before or during the interview. Managers do not have to inform employees of their rights.
-  Management cannot retaliate against an employee requesting representation.
-  Management must delay questioning until the union steward arrives.
-  It is against Federal Law for management to deny an employee's request for a steward and continue with an interrogation. In this case, an employee can refuse to answer management's questions.

## Discipline? Contract violations?

## Call the Member Resource Center

If you or a coworker need help regarding an Investigatory Meeting, are facing Discipline or Corrective Action, or need to report Contract Violations our MRC Representatives will work with you on a plan of action.

**Call the Member Resource Center at: 1-866-210-3000**



# **SPOKANE AW REHN AND ASSOCIATES**

## **LABOR AGREEMENT**

**1041F**

**FROM: July 3, 2019**

**TO: July 2, 2023**

**RATIFIED: July 12, 2019**

**UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 1439**

**1719 N ATLANTIC – SPOKANE WA 99205 – 1-800-359-1439/509-328-6090**

**[www.ufcw1439.org](http://www.ufcw1439.org)**

## LABOR AGREEMENT

By and Between

**A. W. REHN & ASSOCIATES, INC. and**

**UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 1439, AFL-CIO**

This Agreement made and entered into this 12<sup>th</sup> day of July, 2019 between United Food and Commercial Workers Union, Local 1439, chartered by United Food and Commercial Workers International Union, AFL-CIO, party of the first part, hereinafter referred to as the Union, and A. W. Rehn & Associates, Inc., its successors and/or assigns, party of the second part, hereinafter referred to as the Employer, agree:

That for the mutual benefit of the parties hereto, the following shall be the scale of wages, the limitations of hours, and the rules and working conditions to be observed by both parties to this Agreement, to become effective July 3, 2019 through July 2, 2023.

### **1 ARTICLE 1 – RECOGNITION**

1.1 The Employer hereby recognizes, during the term of this Agreement, United Food and Commercial Workers International Union, Local 1439, AFL-CIO, as the sole and exclusive collective bargaining agency for a unit consisting of all employees whose classifications of employment are set forth herein, in the Employer's present and future offices located in the Spokane metropolitan area and vicinity within the jurisdiction of Local 1439, with respect to rates of pay, hours, and other conditions of employment.

### **2 ARTICLE 2 - UNION SECURITY**

2.1 It shall be a condition of employment that all employees of the Employer 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.

2.2 Upon the failure of any employee to comply with the provisions of paragraph 2.1 of this Article, the Union may then notify the Employer in writing of such failure, and thereupon the employee shall neither be continued in employment thereafter nor rehired unless the Employer is notified by the Union that such employee is a member in good standing in the Union. Termination shall become effective seven (7) days following date of notice received by the Employer. The Union agrees to hold the Employer harmless for discharge made pursuant to this Article. In the event the Union inadvertently requests the discharge of an employee for noncompliance with the provisions of paragraph 2.1 due to a clerical error, the Union shall notify the Employer of such error and the Employer shall reinstate said employee to work. Good standing shall be defined as the tendering of the uniformly required periodic dues and initiation fees. Under the circumstance of a Union clerical error, the Employer shall not be responsible for paying any lost wages or benefits.

- 2.3 The employer shall, upon request, make available to the Union a list of the names, hours worked, and rates of pay of all employees of the bargaining unit.
- 2.4 The Union may establish a Union Steward in the Employer's office for the purpose of assisting in the administration of the terms of the Agreement. The Union agrees to furnish the names of any Union Stewards so delegated. The Employer agrees that such Stewards shall not be discriminated against, harassed, intimidated, nor be placed in a compromising position because of their Union-related functions. Union Stewards shall be permitted leave of one (1) day each calendar year, without pay, for Steward Training and Education. The Union must notify the Employer at least two (2) weeks in advance of such leave.
- 2.5 The Employer will, upon written authorization of the employee, at their choice, deduct from the wages of each employee covered by this Agreement, the Union initiation fees and regular monthly dues uniformly levied by the International Union and Local Union upon members in accordance with the Constitution and Bylaws of the Union, and shall remit such deductions to the Local Union on the tenth (10th) day of each month during the period of this Agreement. Such written authorization of the employee shall be automatically renewed and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective Agreement between the Employer and the Union, whichever shall be shorter, unless written notice is given by the employee to the Employer and Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year or of each applicable collective Agreement between the Employer and the Union, whichever occurs sooner. Such authorization is made pursuant to the provisions of Section 302(c) of the Labor Management Relations Act of 1947, as amended.
- 2.6 When deducting dues from the employee's pay checks, 50 percent shall be taken from the first check of the month and 50 percent shall be taken from the second check of the month.

**3 ARTICLE 3 - SALE OR TRANSFER OF EMPLOYER'S BUSINESS**

- 3.1 In the event of a bona fide sale or transfer of the Employer's business covered by this Agreement during the term hereof, the Employer shall give advance notice to the new owner or such transferee of the existence of this Agreement.
- 3.2 The former Employer shall be responsible for any and all monetary benefits that employees have accumulated under this Agreement to the date of sale or transfer, including all contributions for health and welfare, dental, vision, and prescription insurance, pension, and accrued vacation. Such potential liabilities may be transferred through a buy / sell agreement to the new Employer.
- 3.3 Immediately prior to any such sale or transfer, the selling Employer shall notify the Union in writing of such sale or transfer, including the name, address, and telephone number of the new Employer or transferee.
- 3.4 When possible, the Employer shall notify the members of the bargaining unit of sale or transfer ninety (90) days prior to the effective date of said sale or transfer.

**4**     **ARTICLE 4 – DISCHARGE**

4.1     No employee shall be disciplined or discharged except for just cause, provided, however, that the Employer shall be the judge of the competency and qualifications of his employees, and provided further that no employee shall be discharged or discriminated against for any lawful Union activity, or for performing service on a Union committee outside of business hours, or for reporting to the Union the violation of any provisions of this Agreement. It is agreed that, upon request, the representative of the Union will be given the reason for discharge in writing. A committee of not less than two (2) representatives from the Employer and two (2) representatives from the Union shall review any case of discharge in the event either party desires such a review. The Employer has six (6) months after the initial date of hire to evaluate an employee for continuous employment. Within the six (6) month period the Employer may terminate the employee without recourse to the Union.

**5**     **ARTICLE 5 - HOURS OF EMPLOYMENT AND OVERTIME**

5.1     All work performed in excess of forty (40) hours per week shall be paid for at time and one-half (1-1/2) the employee's straight-time rate of pay. Employees shall be guaranteed a minimum of four (4) hours' work per scheduled day unless employees are notified by the end of their scheduled shift or such closure or elimination of hours is due to Acts of God. In such event of closure, the Employer shall text all employees as soon as possible of said closed days. Any mandatory overtime will be assigned by inverse seniority.

5.1.1   All work performed on Saturday or Sunday will be paid for at time and one-half (1-1/2) of employee's straight time rate. Nevertheless, if the employer, employee, and union mutually agree, this provision will be waived.

5.2     No employee shall be required to take time off in lieu of overtime pay.

5.3     There shall be two (2) fifteen (15) minute rest periods, one prior to the lunch period and one after the lunch period. Said rest periods shall be as near the middle of each time period as possible.

5.4     Employees will be notified of mandatory overtime on the preceding Thursday by 12:00 p.m. for the upcoming weekend.

**6**     **ARTICLE 6 – HOLIDAYS**

6.1     Employees who have been on the payroll a minimum of six (6) months preceding the holiday week and who work during the week in which the holiday occurs, and are compensated for work the last scheduled working day preceding and the next scheduled working day immediately following the holiday, shall be paid for holidays specified in paragraph 6.1 of this Article at their regular straight-time hourly rate.

6.1.1   The requirement to work sometime during the holiday week shall be waived when the involuntary absence is due to a bona fide illness or injury.

6.2 Paid holidays observed by this Agreement shall be the same as observed by the Employer in order to assure the continuity of the functions of the Employer's business office, but no less than:

New Year's Day	Labor Day	Day before or day after Christmas
Washington's Birthday	Columbus Day	Christmas Day
Memorial Day	Thanksgiving Day	2 Personal Days
Independence Day	Day After Thanksgiving	

6.2.1 If a holiday falls on Saturday, the preceding work day shall be observed as a holiday. If it falls on Sunday, the following work day shall be observed.

6.2.2 The Personal Day holiday shall be taken on a mutually agreeable day and may be broken down into one-hour increments.

6.2.3 It is the intent of the parties that personal days are to be administered on a July to July basis. Employees employed less than one (1) year on July 1 will receive one (1) personal day; all others, employed for one (1) year or longer, shall receive two (2) personal days.

6.3 Holidays shall not be considered as days worked for the purpose of computing weekly overtime.

**7 ARTICLE 7 - VACATIONS**

7.1 All employees, after one (1) year of employment, shall receive an annual vacation with pay as follows:

- After one (1) year of employment - 1 week of vacation
- After two (2) years of employment - 2 weeks of vacation
- After seven (7) years of employment - 3 weeks of vacation
- After ten (10) years of employment - 4 weeks of vacation
- Linda Tabatt only: After twenty (20) years of employment - 5 weeks of vacation

7.1.1 The formula for determining vacation is as follows: First year, seniority date to seniority date; Thereafter, calendar year to calendar year;

7.1.2 The number of weeks earned in paragraph 7.1, will be granted up to 40 hours maximum per vacation week earned.

7.2 Employees who terminate or are terminated after the first or any subsequent anniversary date of their employment, shall be entitled to and shall receive full pro-rata vacation pay, based on his or her seniority date.

7.2.1 An employee discharged for dishonesty or theft shall not be eligible to receive any "accrued" vacation pay out.

- 7.2.2 The term "Accrued" vacation shall be defined as vacation benefits being accrued during the employee's anniversary year but not earned until completion of the employee's anniversary year.
- 7.3 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.
- 7.4 Employees whose vacations are scheduled during a holiday week shall receive holiday pay provided for under the terms of Article 6 of this Agreement in addition to vacation pay, or may take an additional day off, juxtaposed immediately before or immediately after the vacation period, at the option of the employee.
- 7.5 Time lost up to a maximum of three (3) weeks 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 for the purpose of computing paid vacation.
- 7.6 All requests for vacation must be submitted in writing prior to the dates requested. The Employer shall respond in writing within three (3) days of receipt of the request with its approval or denial. Requests for vacation will be considered on the basis of the Employer's needs.

The Employees' choice of vacation days will be decided based on seniority during the months of January and February of each calendar year, and thereafter based on the date and time submitted of such written request.

- 7.7 Employees who have earned one or two weeks of vacation may request vacation time off in a minimum of four (4) hour increments. All earned vacation periods in excess of two (2) weeks must be taken in five-day increments running Monday through Friday.

## **8 ARTICLE 8 – SENIORITY**

- 8.1 Employees will attain seniority after six (6) months of continuous service. Upon completion of this period, seniority shall date back to the date of hire.
- 8.2 Seniority shall be defined as length of service from date of hire and shall be applied, where ability and competency are equal, in the following areas: (a) assignment of hours; (b) transfer between classifications; (c) assignment of shifts; (d) vacations; (e) days off; (f) promotions; (g) layoff and rehire.
- 8.3 Full-time employees shall be offered up to thirty-five (35) hours per week unless otherwise requested in writing by the employee. Employees working less than thirty (30) hours per week shall be considered part-time for the purpose of requesting available hours. Part-time employees shall be offered all available hours up to thirty-five (35) hours per week as they become available, prior to the use of new hires. Employees must make their request for additional hours known in writing. Such written requests shall remain active for twelve (12) consecutive months. Thereafter, the request will be considered null and void."



8.4 An employee's seniority shall be broken by (1) voluntary quit; (2) discharge; (3) layoff in excess of six (6) months; (4) absence caused by illness or non-occupational accident of more than six (6) consecutive months unless mutually extended as provided in Article 17; (5) absence caused by an occupational accident of more than twelve (12) consecutive months, unless a longer time is agreed upon between the Employer and the Union; (6) failure to report to work immediately following an authorized leave of absence. Seniority will not be broken by any employee on an approved leave of absence; however, seniority shall not accumulate while on such leave granted by the Employer.

8.5 In the event there is a layoff in Class 2 and there are employees in Class 1, the affected Class 2 employee shall be offered the position in Class 1 and receive the applicable rate of pay for that work, providing the Class 2 employee has a seniority date over the Class 1 employee and is qualified, having the necessary skill, ability and experience for that position as evaluated by the Employer.

## 9 ARTICLE 9 – EXPERIENCE

9.1 Previous provable, comparable experience of new employees may be considered as follows (previous experience of rehired employees shall be considered):

9.1.1 Eighteen (18) months or less experience: If less than two (2) years have elapsed since last employed in comparable experience, full credit shall be given; if more than two (2) years have elapsed, no credit shall be given.

9.1.2 More than eighteen (18) months experience: If less than two (2) years have elapsed since last employed in comparable experience, full credit shall be given; if two (2) to three (3) years have elapsed, employee shall be considered a Step 4 employee; if three (3) to four (4) years have elapsed, the employee shall be considered a Step 3 employee for a period of three (3) months, then given Step 4 rate for five (5) months, then given Step 5 rate.

9.2 The parties recognize and agree that this is a specialized technical field of employment, and that employees require skill, knowledge, experience, and ability which can only be acquired by training and work on the job in the Employer's office under the direction and supervision of the Employer. Accordingly, provision is made in this Agreement for advancement through wage classifications on the basis of actual months worked for the Employer, and employees will be promoted upon completion of the period of employment training set forth in this Agreement.

## 10 ARTICLE 10 - FUNERAL LEAVE

10.1 After their first year of employment, employees shall be allowed up to three (3) consecutive days off with pay for loss of their normal scheduled hours of work during the five (5) consecutive calendar days commencing with or immediately following the date of death of a member of their immediate family, provided the employee attends the funeral. Employees attending a funeral that is over 300 miles shall be entitled to five days' funeral leave with pay, however the five-day provision shall not apply to Article 10.1.1. Funeral leave will be paid only with respect to a work day on which the employee would otherwise have worked, and shall not apply to an employee's days off, holidays, vacations, or any other day in which the employee would not, in any event, have worked. Funeral leave shall be paid at the employee's regular straight-time hourly rate. Immediate family shall be defined as spouse, son, daughter, mother, father, brother, sister, grandparents, father-in-law and mother-in-law of present spouse, and persons in loco parentis.

10.1.1 In addition, after their first year of employment, employees shall be allowed one (1) day off with pay on the funeral date for a son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchildren, and/or great-grandchildren and Great-grandparents. Other factors of the preceding paragraph shall apply to this paragraph.

## 11 ARTICLE 11 - JURY DUTY SERVICE

11.1 After their first year of employment, employees who are called for service on a Superior Court, Federal District Court or Municipal Court jury shall be excused from work for the days on which they serve, and shall be paid the difference between the total amount received for such service and the amount of straight-time earnings lost by reason of such service, up to a limit of seven (7) hours per day and thirty-five (35) hours per week, with a total limit of twenty (20) working days. Nothing in this Article shall have the intent of limiting the amount of time an employee may serve.

11.1.1 An employee called for jury duty who is temporarily excused from attendance at the court must report for work if sufficient time remains after such excuse to permit her/him to report to her/his place of work and work at least one-half of her/his normal work day.

11.1.2 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.

11.2 Employees required to appear in court or in legal proceedings on behalf of the Employer shall receive compensation at their regular straight-time hourly rate of pay for the time spent in making such appearance, less any witness fees received.

## 12 ARTICLE 12 - INDUSTRIAL INSURANCE

12.1 The Employer agrees to place all members of the bargaining unit under the provisions of the Industrial Insurance Act of the State of Washington, or to provide equivalent coverage through a private carrier selected by the Employer. If equivalent coverage is elected, the Employer agrees to furnish evidence of such coverage upon the request of the Union.

**13 ARTICLE 13 - SAVINGS CLAUSE**

13.1 Any provision of this Agreement which may be adjudged by a court of last resort to be in conflict with any Federal or State law shall become inoperative to the extent and duration of such conflict. Since it is not the intent of either party hereto to violate any such laws, it is agreed that in the event of conflict between any provision of this Agreement and such Federal or State law, the remainder of this Agreement shall remain in full force and effect. The Employer and the Union agree that substitute provisions shall be written within thirty (30) days to replace those provisions coming into conflict with the laws herein described.

**14 ARTICLE 14 - WAGE STATEMENTS**

14.1 The Employer agrees to furnish each employee for every pay period a statement setting forth the information relative to rates of pay, hours worked, etc., in accordance with the record-keeping requirements as established in the State of Washington Minimum Wage Act.

**15 ARTICLE 15 - OFFICE VISITS**

15.1 After making their presence known to the Employer or, in his absence the person in charge, representatives of the Union shall have the right to contact employees during office hours so long as calls shall not interfere with the proper administration of the office.

**16 ARTICLE 16 - UNION CARD**

16.1 The Union agrees, in consideration of the signing of this Agreement by the Employer and for the period of the good and faithful performance of its covenants and provisions by the Employer, to issue to the Employer a Union Card, the property of United Food and Commercial Workers International Union, AFL-CIO. Said Card shall be displayed in a prominent place in the office and shall only be removed if the Employer fails to comply with the final decision of an arbitrator reached in accordance with the provisions of this Agreement.

**17 ARTICLE 17 - LEAVE OF ABSENCE**

17.1 Eligibility. Regular employees who have worked for the Employer for one (1) year or more may be eligible for a leave of absence. Leaves of absence shall be granted in accordance with the rules and procedures provided herein.

17.2 Procedures for Requesting Leave. An employee desirous of a leave of absence, shall submit to the Employer, in writing, a request for such leave, stating:

- a. the date the leave is to begin;
- b. the reason, to include a detailed explanation of conditions in the event the leave is requested for medical reasons, verified by a letter from the attending physician; and
- c. expected date of return to work.
- d. any leave of absence granted by the Employer shall be in writing and shall include reasons for the leave, effective date, and date the employee will return to work.

- 17.3 Acceptable Reasons. The following are acceptable reasons for granting an employee an approved leave of absence:
- a. Illness or injury
  - b. Serious illness, injury or death in the employee's immediate family, not to exceed thirty (30) days;
  - c. Pregnancy leave, in accordance with applicable laws.
  - d. Personal leave, not to exceed thirty (30) days;
  - e. Other reasons acceptable to the Employer
- 17.4 Maximum Length of Leave. Leaves granted herein, except as provided above, shall not be for a period of time in excess of six (6) months, unless the leave is due to illness or injury on the job, in which case the leave shall not exceed eighteen (18) months. Leaves for non-occupational illness or injury shall not exceed six (6) month, unless extended by up to an additional six (6) months with medical verification of the necessity of the extension.
- 17.5 Failure to Return to Work. Employees who fail to return to work at the end of an approved leave of absence, or any agreed upon extension, shall be considered as having voluntarily resigned from employment.
- 17.6 Self-Employment will be considered Voluntary Quit. New self-employment or employment elsewhere during an authorized leave of absence shall be considered a voluntary quit with forfeiture of all rights inherent to this Agreement.
- 17.7 Ability to Perform Job Duties Upon Return - Certification. The employee must be qualified to resume his/her regular duties upon return to work from an approved leave of absence. A doctor's certificate verifying that the employee is able to resume his/her normal duties may be required. The employee shall then be returned to the job previously held, or to a job comparable with regard to rate of pay, on the first weekly schedule made up after the Employer and the Union have received notice in writing of the employee's availability; however, if the leave exceeds thirty (30) days, the employee shall then be returned to the job previously held, or to a job comparable in rate of pay, the first week after the Employer and the Union have received notice in writing of the employee's availability.

## 18 ARTICLE 18 - SICK LEAVE

- 18.1 Employees, during each twelve (12) months following their last date of employment (after the first and each succeeding year of continuous employment with the Employer), shall be entitled to paid sick leave at their current regular straight-time hourly rate for bona fide illness or injury off the job.
- 18.2 Sick leave pay shall be accrued by an employee at the rate of one (1) day per month until thirty-five (35) days have been accrued.
- 18.2.1 No more than five (5) days of sick leave pay shall be required in any one week.
- 18.2.2 The aggregate dollar value of sick leave benefits and disability benefits shall not exceed the dollar value of the employee average daily income.

- 18.3 Non-hospitalized sick leave pay shall continue for each working day of illness or off the job injury. After three (3) individual instances of non-hospitalized illness and any subsequent non-hospitalized illnesses during a calendar year, sick leave shall begin on the third day of such illness, except in the event hospitalization occurs earlier than the third working day, then sick leave pay will commence on the day hospitalization starts.
- 18.4 If an employee is hospitalized, he or she shall have up to an additional fifteen (15) days of paid sick leave each year for such hospitalization. This special hospital sick leave benefit is not accumulative. Hospitalized sick leave pay, to the extent it has been earned, shall begin on the first working day of illness or injury off the job.

An employee will be deemed to have been hospitalized when he or she was admitted to a hospital and assigned a room for the purpose of convalescing or recovering from an illness or a scheduled disabling surgical procedure. An overnight stay in the hospital shall not be required; however, this understanding shall not be construed to include doctor's office calls, procedures performed at a doctor's office, or emergency room procedures.

- 18.5 The employee may take reasonable time off, to be charged against sick leave, for appointments with doctors and dentists, applies to personal and for parents and parents-in-law, spouse and children. The Employer may approve reasonable time off, to be charged against sick leave, for their spouse's, children's, parents' or parents-in-law's hospital confinement, or legal business of a personal nature.

18.5.1 Employees shall be permitted family leave in accordance with RCW 49.12 on the same terms and conditions (including eligibility requirements) as provided in Article 18.

- 18.6 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.
- 18.7 Any employee found to have abused sick leave benefits by falsification or misrepresentation shall thereupon be subject to disciplinary action up to or including discharge by the Employer for such falsification or misrepresentation.
- 18.8 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 elsewhere in this Agreement.
- 18.9 Regular part-time employees shall be entitled to use earned sick leave in proportion to actual time worked (pro rata).

## 19 **ARTICLE 19 - WAGE SCALES**

- 19.1 The minimum scale of wages is set forth in Appendix A, which is hereby made a part of this Agreement.
- 19.2 No employee shall suffer any loss of her/his hourly rate of pay by reason of the signing or adoption of this Agreement; however, the terms of this Article are intended to cover only minimums of wages. The Employer may place superior wages in effect.

19.3 The Employer agrees to pay wages on a semi-monthly basis, not later than eleven o'clock on the 5th and the 20th. Any deviation in the pay period must be by mutual agreement between the employee and the Employer.

19.3.1 If the pay period falls on Saturday or Sunday, wages must be paid on the prior Friday, by 12:00 p.m.

19.3.2 If electronic deposit of payroll is available, employees must provide personal account and banking information for electronic deposit of payroll checks.

19.4 When openings occur and/or there is an expansion within the Claims Processing and/or Administrative classification, Class 2, then employees in Class 1 shall be given the opportunity for promotion to Class 2, via seniority, provided that such employees have acquired basic necessary skills either through experience and/or education, required for the higher classification, prior to the use of new hires. Employees shall retain the right to refuse advancement.

19.4.1 Class 1 employees who are promoted to Class 2 shall have a ninety (90) day trial period. Said trial period shall not jeopardize the employee's former classification or seniority.

19.4.2 Employees advancing from Class 1 to Class 2 shall assume the salary level in their new Class 2 which is the next highest salary above their present salary.

19.4.3 If a trial-period Class 2 employee does not perform satisfactorily during the trial period, then such employee may revert to their previous classification without loss of pay and/or seniority.

## **20 ARTICLE 20 - HEALTH & WELFARE - DENTAL - PRESCRIPTION - VISION**

20.1 The Employer shall continue to contribute for health and welfare benefits into a jointly administered trust fund, The United Food and Commercial Workers Welfare Trust, on behalf of each employee who worked eighty (80) hours or more during the preceding month. The Employer agrees to provide the same level of coverage and make the same contributions as provided in the Spokane Retail Grocery Agreement for the term of this Agreement. Any modifications in coverage or contributions shall be effective on the same dates such modification becomes effective under the Spokane Agreement.

### **20.2 Coverage Tunnel Lengths:**

- a. Employees hired on or prior to April 28, 2009: Level 3 coverage.
- b. Employees hired after April 28, 2009:

During the first 60 days of employment, the Employer shall not be required to make a contribution.

- For the following twenty-four (24) calendar months, the Employer shall make contributions at the Level 1 rate. The employee will receive coverage once he or she qualifies under the Trust's eligibility rules.

- For the next twenty-four (24) calendar months, the Employer shall make contributions at the Level 2 rate and eligible employees shall have Level 2 coverage.
  - Thereafter, the Employer shall make contributions at the Level 3 rate and eligible employees shall have Level 3 coverage.
- 20.3 Employer Contribution Rates: When an Employer contribution is required according to the terms above, the Employer contribution rates shall be (2018 rates):
- Level 1: \$601.00
  - Level 2: \$705.06
  - Level 3: \$805.90
- 20.4 Employee Contribution Rates: The Employee contribution rates (through mandatory weekly payroll deduction) for all employees shall be:
- Level 1: \$15 per week
  - Level 2: \$18 per week
  - Level 3: \$21 per week
- 20.5 Employees shall have the option to opt out of coverage in accordance with Trust policy. Employees who opt out of coverage shall not be required to pay the employee contribution (however, the Employer contribution is still required). For employees hired after April 28, 2009, employees must "opt in" in order to have coverage.
- 20.6 For employees who terminate employment, eligibility for coverage shall terminate on the last day of the month of employment termination.
- 20.7 Employees who have a spouse who has access to health and welfare coverage through another employer but declines such coverage shall be required to contribute an additional one hundred dollars (\$100) per month toward their coverage under this plan. The Trustees are directed to develop a method to administer this provision.
- 20.8 The above-listed contributions are due and payable on or before the twentieth (20th) day of each month for the preceding month, and contributions will be delinquent if not paid by the twenty-fifth (25th) day, which delinquency will be a violation of this Agreement.
- 20.8.1 Notwithstanding the provisions of paragraph 20.8, the Board of Trustees of the United Food and Commercial Workers Welfare Trust shall establish and enforce, as an alternate method of contribution, a method for reporting contributions on an accounting period basis rather than a calendar month basis. In such a case, the eighty (80) hour provision shall be appropriately adjusted as directed by the Trustees. 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 the event this alternate system deprives the employee of benefits that would otherwise have been covered on a calendar basis, the Employer is obligated to make the remittance for such employee to the Trust Fund.
- 20.9 Each Employer and the Union agree to be bound by the terms of the provisions of that certain revised and restated Trust Agreement effective March 21, 1985, dated August 28,

1987 (date of initial execution April 1, 1963), creating the United Food and Commercial Workers Welfare Trust, and agree to be bound by said Trust Agreement and all amendments thereto, heretofore or hereafter adopted. Each Employer further agrees to accept as his/her representatives the Employer Trustees serving on the Board of Trustees of said Trust and their lawful successors.

- 20.10 "Hours worked" for purpose of establishing the "eighty (80) hours or more eligibility for continuing employees shall include all vacation and holiday hours earned and taken.
- 20.11 See the Letter of Understanding (attached) regarding Employer contribution methodology to comply with ACA. As discussed, and agreed in negotiations, it is the intent of this Letter of Understanding that the total Health & Welfare contributions required from the Employer shall not be increased or decreased as a result of the implementation of this contribution methodology.
- 20.12 All employees of the corporation are required and shall participate in the United Food and Commercial Workers Trust Health and Welfare Plans as provided for in the Article.

**21 ARTICLE 21 - RETIREMENT PROGRAM**

- 21.1 The Employer and the Union agree to be bound by the terms of the provisions of that certain revised and restated Trust Agreement effective January 1, 1976, dated May 2, 1976 (date of initial execution, January 13, 1966), creating the Retail Clerks Pension Trust, and agree to be bound by said Trust Agreement and all amendments thereto, heretofore or hereafter adopted. The Employer further agrees to accept as his representatives the Employer Trustees serving on the Board of Trustees of said Trust and their lawful successors.
- 21.2 Beginning July 3, 2008, based on all compensable hours, the Employer shall pay one dollar and sixteen cents (\$1.16) per hour into the Retail Clerks Pension Trust on account of each member of the bargaining unit. These monies shall be used by the Board of Trustees to provide pension benefits to eligible employees.

	<b>General/Office</b>	<b>Appendix A</b>
	<b>After 6 months</b>	<b>Class 1,2 General Office/Clerical</b>
	<b>Next 12 months</b>	
Base	\$0.53	\$1.06
Pre-PPA Suppl.^	\$0.10	\$0.10
Jan. 2019 Former Rehab Incr.	\$0.51	\$0.51
<b>Current Total:</b>	<b>\$1.14</b>	<b>\$1.67</b>
 <b>Rehab Plan Increases This Term:</b>		
Aug. 2019 hours (+\$0.138)	\$1.278	\$1.808



Jan. 2020 hours (+\$0.106)	\$1.384	\$1.914
Jan. 2021 hours (+\$0.106)	\$1.49	\$2.02
Jan. 2022 hours (+\$0.106)	\$1.596	\$2.126

- 21.2.1 All contribution calculations shall be limited to a maximum of 173 hours per month.
- 21.3 The contributions referred to in Article 21.2, 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 in which the contributions were earned, to Retail Clerks Pension Trust. Contributions will be delinquent if not paid by the twenty-fifth (25th) day, which delinquency shall be a violation of this Agreement.
- 21.4 The provisions of Article 24, paragraph 24.5 of this Agreement shall in no way apply to or affect the Employer's obligation to pay contributions to this Trust Fund.
- 21.5 All employees covered under this Collective Bargaining Agreement, except those with less than six months of employment, excluding corporate officers, shall participate in the Retail Clerks Pension Trust as provided above.
- 21.6 General/Office Clerical new hires shall receive fifty percent (50%) retirement rate for the first twelve months following the six-month waiting period. Full rate thereafter.
- 21.7 Pension Protection Act ("PPA"). This Agreement is subject to the 2010-2011 Rehabilitation Plan adopted by the Board of Trustees, as revised June 22<sup>nd</sup>, 2016.

## 22 ARTICLE 22 - GENERAL PROVISIONS

- 22.1 This Agreement supersedes and voids all previous oral and written understandings. Any changes altering the provisions of this Agreement must be in writing and be approved by the Employer and the Union.
- 22.2 No employee shall suffer any loss of their weekly rate of pay by reason of the signing or adoption of this Agreement; 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 into effect.
- 22.3 Except as herein clearly and explicitly limited in the express terms of this Agreement, the rights of the Employer in all respects to manage its business operation and affairs shall be unimpaired.
- 22.4 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.

- 22.5 During the life of this Agreement or any extension thereof, neither party shall be obligated to bargain collectively with respect to any matter unless specifically required to do so by the express terms of this Agreement.

**23 ARTICLE 23 - NON-BARGAINING UNIT WORK**

- 23.1 The employment of non-bargaining part-time employees for general filing duties will be exempt from the collective bargaining agreement between Local 1439 and this firm with the following conditions:
- 23.1.1 The non-bargaining part-time employees are limited to a maximum of 4 persons and shall not work more than 20 hours per week per person. When possible, two of the four persons will work between the hours of 8:00 a.m. and 5:00 p.m.
- 23.1.2 The duties performed by the non-bargaining part-time employees will not result in the reduction of hours worked by regular employees.
- 23.1.3 In the event that lay-offs or reduction in hours are required, the non-bargaining part-time employees will be affected first.

**24 ARTICLE 24 – GRIEVANCES**

- 24.1 All matters pertaining to the proper application and interpretation of any and all of the provisions of this Agreement shall be adjusted by the accredited representative of the Employer and the accredited representative of the Union. In the event of the failure of these parties to reach a satisfactory adjustment within seven (7) days from the date a grievance is filed in writing by either party upon the other, the matter shall be referred for final adjustment to a labor relations committee selected as follows: Two (2) members from the Employer and two (2) members from the Union. In the event the labor relations committee fails to reach an agreement within twenty-one (21) days from the date a grievance is filed in writing by either party upon the other, the four (4) shall select a fifth (5th) member or they shall request the Federal or State Mediation and Conciliation Service to submit a list of five (5) names of qualified arbitrators, from which the labor relations committee shall select a fifth (5th) member, who shall be the chairman, and the decisions of this committee shall be binding on both parties.
- 24.2 The Board shall meet and hand down a decision within five (5) days after completion of the hearing, which shall be final and binding on both parties. Any expense incurred jointly through arbitration shall be borne equally by the parties hereto.
- 24.3 There shall be no strike, lockout, or other economic action unless the other party is refusing to comply with the final decision of an arbitrator reached in accordance with the provisions of this Agreement.
- 24.4 It is distinctly understood and agreed that the Board of Arbitration is not vested with the power to change, alter, or modify this Agreement in any of its parts. The arbitrator shall not decide on any subject, the condition of which is not specifically treated in this contract, but only on the contractual obligations that are specifically provided in this Agreement.

24.5 In order to be recognized, all claims of violation must be made in writing thirty (30) days from the day such violation occurs. Wage claims shall be limited to the amount involved in the thirty (30) days except in those cases where reports of violations have been suppressed through coercion by the Employer.

24.6 Any grievance or complaint regarding an alleged unjust discharge must be brought to the attention of the Employer in writing within fifteen (15) days after the discharge occurs or the right to protest shall be deemed waived by the Union and the employee.

24.7 The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent for any further waiver of such breach or condition.

**25 ARTICLE 25 - NO DISCRIMINATION**

25.1 The parties hereto agree to comply with all applicable laws and regulations prohibiting discrimination in employment.

**26 ARTICLE 26 - TERMINATION NOTICE**

26.1 Employer and employee agree to provide each other, to the best of their abilities, at least a two-week notice if either party decides to sever its ties with employer or employee.

**27 ARTICLE 27 - NO STRIKE AND LOCKOUT**

27.1 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, except as provided for under paragraph 24.3, Article 24. Nevertheless, it shall not be a cause for discharge by the Employer or discipline by the Union, and it shall not be a violation of the Agreement, for an employee to cross or 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 1439.

**28 ARTICLE 28 - DURATION**

28.1 This agreement shall be in full force and effect from July 3, 2019 through July 2, 2023, and thereafter from year to year unless sixty (60) days written notice of modification is given by either parties prior to the expiration date.

IN WITNESS WHEREOF, we hereunto set our hands and seals this day of \_\_\_\_\_, 2020.

A.W Rehn & Associates.

UFCW Local 1439

\_\_\_\_\_

\_\_\_\_\_



**APPENDIX A MINIMUM PROGRESSION WAGE RATES**

This schedule of hourly wage rates hereinafter set forth is a part of the United Food and Commercial Workers Union Local 1439 collective bargaining agreement and is in conformance with Article 19 of this agreement:

**Class 2**

<b><u>Medical Claims Processing</u></b>	<b><u>Current</u></b>	<b><u>7/3/2019</u></b>	<b><u>7/1/2020</u></b>	<b><u>7/7/2021</u></b>	<b><u>7/6/2022</u></b>
Step 8 (43 months or more)	22.01	22.67	23.12	23.57	24.02
Step 7 (37-42 months)	21.52	22.18	22.63	23.08	23.53
Step 6 (31-36 months)	21.00	21.66	22.11	22.56	23.01
Step 5 (24-30 months)	20.48	21.14	21.59	22.04	22.49
Step 4 (17-23 months)	19.97	20.63	21.08	21.53	21.98
Step 3 (11-16 months)	19.45	20.11	20.56	21.01	21.46
Step 2 (4-10 months)	18.92	19.58	20.03	20.48	20.93
Step 1 (0-3 months)	18.40	19.06	19.51	19.96	20.41

**Class 1**

<b><u>Administration &amp; Non-Medical Claims Processing</u></b>	<b><u>Current</u></b>	<b><u>7/3/2019</u></b>	<b><u>7/1/2020</u></b>	<b><u>7/7/2021</u></b>	<b><u>7/6/2022</u></b>
Step 8 (43 months or more)	17.80	18.46	18.91	19.36	19.81
Step 7 (37-42 months)	17.42	18.08	18.53	18.98	19.43
Step 6 (31-36 months)	16.71	17.37	18.82	18.27	18.72
Step 5 (24-30 months)	15.87	16.53	16.98	17.43	17.88
Step 4 (17-23 months)	15.14	15.80	16.25	16.70	17.15
Step 3 (11-16 months)	14.39	15.05	15.50	15.95	16.40
Step 2 (4-10 months)	12.90	13.56	14.01	14.46	14.91
Step 1 (0-3 months)	12.26	12.92	13.50	13.95	14.40

**General Office – Clerical & Data Entry**

<b><u>General Office – Clerical &amp; Data Entry</u></b>	<b><u>Current</u></b>	<b><u>7/3/2019</u></b>	<b><u>7/1/2020</u></b>	<b><u>7/7/2021</u></b>	<b><u>7/6/2022</u></b>
Step 4 (19 months or more)	12.60	14.58	15.03	15.48	15.93
Step 3 (13-18 months)	11.98	13.96	14.41	14.86	15.31
Step 2 (7-12 months)	11.75	13.73	14.18	14.63	15.08
Step 1 (0-6 months)	11.62	13.60	14.05	14.50	14.95

Those employees, if any, who are above scale shall receive the same cents-per-hour increases as set forth above regardless of their present wage rate.

Progression wage increases in conformance with this Appendix shall be effective the first week following the completion of the months specified.

Regular employees working less than the established work week shall be paid at the applicable hourly wage rate and shall be covered under the full terms of this Agreement.

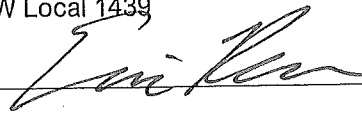
If payday occurs on a Federal Holiday, paychecks shall be distributed the day before the holiday.

A.W Rehn & Associates.



March 9, 2021

UFCW Local 1439



Dec 3-8-21

Mr. David Kimmet  
Rehn & Associates, Inc.  
1322 N. Post  
Mailing Address:  
PO Box 5433  
Spokane WA 99205

Re: Contract Processing

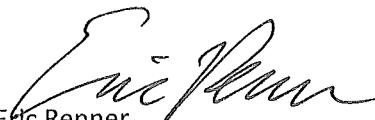
Dear David:

This letter is to confirm our understanding and agreement regarding the contract process as follows: If a mistake was made in the drafting of a collective bargaining agreement and that mistake was not caught by either side, we will later amend the collective bargaining agreement to reflect the correct language. We agree to work in good faith during this process. If we end up having a good faith dispute over what was agreed to or whether a mistake was made in the drafting of a collective bargaining agreement we will resolve that dispute through the grievance procedure outlined in that particular collective bargaining agreement.


Please confirm that this accurately reflects our agreement by signing below.

Respectfully,

UFCW Local 1439

  
Eric Renner

AGREED:

  
David Kimmet, Rehn & Associates

  
Date

# THE UNION DIFFERENCE

**As a union member, you have certain rights at your workplace:**

## A Voice at Work

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Because you have a union, you have a voice at work. A negotiating committee of union members and staff negotiate with management—as equals—over wages, benefits, working conditions, and other issues. The union committee pushes for the issues that union members choose. The result of negotiations is a proposed contract which members vote on before it takes effect.

## Right to Union Representation

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Every union member has the right to union representation during an investigatory interview that could lead to discipline. This is called your “Weingarten” right, after a Supreme Court case which established the right to representation.

## Just Cause for Discipline

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The just cause provision in your union contract ensures you have due process in cases of discipline. The just cause standard is a well-defined set of legal rules that involve several different “tests” of a disciplinary action. The tests of just cause provide considerable protection against retaliation, discrimination, or other unfair actions.

## The Security of a Union Contract

---

As a union member, your wages and working conditions are spelled out in writing in a legally-binding union contract. You are not alone at the workplace—instead, you have the security of knowing that your rights are protected by your union contract and backed up by the 50,000 other members of UFCW 3000.

## Union Leadership

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UFCW 3000 leadership is provided by the member-elected Executive Board. The Executive Board is made of rank-and-file UFCW 3000 members from diverse workplaces, income levels and backgrounds.



# My Shop Steward is:

---

# My Union Rep is:

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*Building a powerful Union that fights for economic,  
political and social justice in our workplaces  
and in our communities.*

**Seattle:** 5030 First Ave S, Suite 200, Seattle, WA 98134-2438

**Mt. Vernon:** 1510 N 18th St, Mt Vernon, WA 98273-2604

**Des Moines:** 23040 Pacific Hwy S, Des Moines, WA 98198-7268

**Silverdale:** 3888 NW Randall Way, Suite 105, Silverdale, WA 98383-7847

**Spokane:** 2805 N Market St, Spokane, WA 99207-5553

**Spokane:** 1719 N Atlantic St., Spokane, WA 99205

**Tri-Cities:** 2505 Duportail St, Suite D, Richland, WA 99352-4079

**Wenatchee:** 330 King St, Suite 4, Wenatchee, WA 98801-2857

**Yakima:** 507 S 3rd St, Yakima, WA 98901-3219

[WWW.UFCW3000.ORG](http://WWW.UFCW3000.ORG)

UFCW3000



**UFCW3000**

1-800-732-1188 | MEMBER RESOURCE CENTER 1-866-210-3000

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