

# Agreement by and between

# UFCW 3000

# and

# Baker Commodities (Spokane)

Effective: 1/1/2019 - 12/31/2021

# 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**

**AGREEMENT**  
**BY AND BETWEEN**  
**BAKER COMMODITIES INC. SPOKANE DIVISION**  
**AND**  
**UNITED FOOD AND COMMERCIAL WORKERS UNION**  
**LOCAL 1439**

**Effective January 1, 2019**  
**Through December 31, 2021**

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## UFCW LOCAL 1439 LABOR AGREEMENT

This Agreement is made by and between Baker Commodities Inc., Spokane Division, hereinafter ("Employer"), and the United Food and Commercial Workers International Union, Local 1439, AFL-CIO, (hereinafter "Union"). Both parties agree to the following rules and conditions.

### **1. RECOGNITION AND BARGAINING UNIT**

- 1.1 Employer recognizes, for the period outlined in Article 22, Effective Date and Duration, that the Union is the sole collective bargaining agent for the employees whose work is described, classified, and set forth in this Agreement.

### **2. UNION MEMBERSHIP**

- 2.1 It shall be a condition of employment that all employees of Employer covered by this Agreement who are members of the Union in good standing on the date on which this Agreement is signed, shall remain members in good standing, and those who are not members on the date on which the Agreement is signed shall, on the thirtieth (30th) day following the date on which this Agreement is signed, 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 the date on which this agreement is signed, shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union. At the close of two working days after receipt of written notice from the Union that an employee is not in good standing as required by this Article, the Employer will release such employee if he is then not in good standing in the Union.
- 2.2 The Union may establish a Union Steward for the purpose of assisting in the administration of the terms of this Agreement. The Union agrees to furnish the name of any Union Steward so delegated. The Employer agrees that such Steward 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.
- 2.3 It is agreed that the Employer shall send to the union office a letter, fax or e-mail indicating the name, hire date, address, social security number

and classification for all new employees, not later than thirty-one (31) days from the date of employment.

## 2.4 Union Dues Check-Off

- 2.4.1 On a weekly basis the Employer agrees to deduct uniform dues and initiation fees from the paycheck of those covered employees whose individual written unrevoked authorizations are on file with the Employer and to transmit the amounts so deducted to the Union within twenty (20) days of such deductions. Said deduction authorizations shall be such form as to conform with Section 302 (c) of the Labor Management Relations Act of 1947. The weekly contribution shall be determined by multiplying the monthly deduction rate by twelve (12) and then dividing by fifty two (52) weeks per year to arrive at the weekly rate.
- 2.4.2 Authorized initiation fees will be deducted in three (3) equal installments and remitted to the Local Union monthly.
- 2.4.3 It is understood the Employer is not liable in any manner if the employee is not on the payroll at the time deductions are being processed.
- 2.4.4 Indemnify and Hold Harmless:
- 2.4.5 The Union shall indemnify and hold the Company harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company in reliance upon signed authorization cards furnished to the Company by the Union or for the purpose of complying with any of the provisions of this Article.
- 2.4.6 The involved Employer shall be granted a reasonable period to adopt administrative and payroll procedures to accommodate this agreement.
- 2.4.7 Active Ballot Club. For employees who voluntarily authorize a contribution to the UFCW Active Ballot Club political action committee, the Employer agrees to deduct the authorized amount each payroll period on a payroll deduction basis and forward the same to the Union monthly.

## 3. MANAGEMENT RIGHTS

- 3.1 The management of the Company and direction of the working forces, including the right to hire, retire, suspend, or discharge for just cause, to assign jobs, to transfer employees within the bargaining unit, to increase and decrease the working force, to determine work to be accomplished,

the schedules of operation, and the methods, process, and means of operation or handling, are vested exclusively in the Employer, provided this will not be used for the purpose of discrimination against any employee or to avoid any of the provisions of this Agreement.

**4. WAGES, HOURS OF WORK, OVERTIME AND PREMIUM PAY**

- 4.1 Hourly rates of pay shall conform to the hourly rates of pay for classifications as included in Article 21 - Classifications and Wage Rates.
- 4.2 Eight and one-half (8 1/2) consecutive hours, with one-half (1/2) hour off for lunch, shall constitute a basic workday.
- 4.3 The work week, of forty (40) hours, shall be scheduled for five (5) consecutive days, Monday through Friday or Tuesday through Saturday and all time in excess of forty (40) hours in the work week shall be paid for at the rate of time and one-half (1-1/2) the hourly rate. The Tuesday through Saturday workweek shall be offered on a voluntary basis. The workweek for employees performing clean up and sanitation may begin on Tuesday A.M. and end on Saturday P.M.
- 4.4 For those employees on a Monday through Friday work week, work performed on Saturday shall be paid for at time and one-half (1-1/2) the regular hourly rate. Work performed on Sunday shall be paid at double the regular rate, including night premium where applicable.
- 4.5 For those employees on a Tuesday through Saturday work week, work performed on Sunday shall be paid for at time and one-half (1-1/2) the regular hourly rate. Work performed on Monday shall be paid at double the regular rate, including night premium where applicable.
- 4.6 The Tuesday through Saturday work week will be assigned to the least senior employees in each classification required, provided they have the necessary skills and ability.
- 4.7 The Employer shall have the option to subcontract the clean-up sanitation work when the regular clean-up sanitation employee is not available due to sickness or vacation.
- 4.8 Anyone receiving more than the established minimum rate or condition herein shall suffer no loss as a result of this Agreement.
- 4.9 When an employee is required to fill the place of another employee receiving a higher rate of pay, he will receive the higher rate, but if required temporarily to fill the place of another employee receiving a



lower rate, his rate shall not be changed. Any employee doing more than one job shall be paid at the regular higher rate. No employee shall be paid on a daily split or combination rate basis.

- 4.10 There shall be an interval of not less than eight (8) hours between regular shifts for all employees. An employee who is not allowed one (1) eight (8) hour interval between regular shifts shall be paid at the rate of time and one-half (1-1/2) for time worked prior to the expiration of the eight (8) hour interval.

## **5. DEATH IN THE FAMILY**

- 5.1 After their first year of employment, employees shall be allowed up to three (3) days off with pay for loss of their normally scheduled hours of work during the five (5) 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 500 miles from their principal residence shall be entitled to five days' funeral leave with pay.
- 5.2 Irrespective of 5.1 above, 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 day off, holidays, vacations, or any other day in which the employee would not, in any event, have worked.
- 5.3 Immediate family shall be defined as spouse, registered domestic partner, current significant other, son, daughter, mother, father, brother, sister, grandparents, grandchildren, father and mother of present spouse, and persons in loco parentis.

## **6. PAY ARRANGEMENTS**

- 6.1 All employees shall be paid weekly. There shall be no deductions other than required by law or authorized in writing by the employee.
- 6.2 Upon discharge or voluntary resignation, the Employer shall pay all monies due to employee on the next scheduled paycheck following such discharge or resignation. The employee shall return all company property (e.g., uniforms, keys, electronic devices, etc.).
- 6.3 In case of monies claimed by the employee but disallowed by the Employer, a full detailed written explanation must be given the employee.

- 6.4 No adjustment in pay will be considered unless the employee or the Local Union shall make claim in writing within thirty (30) days from the payday of the pay period in question.
- 6.5 The Employer shall furnish each employee with an itemized statement of earnings and deductions from each pay period.
- 6.6 Employees in local operations will record their time in a manner prescribed by the Employer.

**7. HOLIDAYS**

- 7.1 The following days shall be holidays: New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day, the Employee's Birthday, and a Floating holiday and all employees shall be paid for all such holidays regardless of upon which day in the week the holidays should fall.
- 7.2 Accept as provided in paragraph 7.7 below, any employee who works on any of the aforementioned holidays shall receive eight (8) hours' pay at his regular straight-time hourly rate in addition to his holiday pay.
- 7.3 When any of the aforementioned holidays fall on a Sunday, the Monday following shall be observed as a holiday. When any of the aforementioned holidays fall on a Saturday, the holiday will be observed on the preceding Friday or the following Monday, as determined by the Employer. With the exception of situations involving plant breakdowns and other unforeseen circumstances, the Employer will notify the employees of holiday scheduling at least 30 days prior to the Saturday holiday in question.
- 7.4 If a holiday occurs during an employee's vacation period, the employee shall receive the holiday pay or an additional day's vacation.
- 7.5 An employee who has worked a minimum of eighty (80) hours within thirty (30) consecutive days, unless previously excused or absent due to bona fide illness or injury prior to the holiday, and who works his last scheduled day prior to the holiday and his first scheduled day following the holiday, unless excused, shall receive pay for the holidays named above regardless of which day of the week the holiday occurs. Pay for earned holidays shall be at the rate of eight (8) times the applicable hourly rate for the employee's classification.
- 7.6 When a holiday occurs during the work week, it shall not be considered a day worked in computing overtime.

- 7.7 In the event that it is necessary to have employees work on the Day after Thanksgiving Holiday, the employee or employees worked shall be paid at their straight time rate for the hours worked on such day and the employee or employees shall receive a floating holiday in lieu of the Day after Thanksgiving Holiday.
- 7.8 The floating holiday will be taken on a day mutually agreed to between the affected employee and the company.
- 7.9 The Employee's Birthday holiday shall be taken on a day (within thirty (30) days before or after the affected employee's birthday) mutually agreed to between the affected employee and the company.

**8. SENIORITY**

- 8.1 Seniority means an employee's length of continuous service with the Employer since the employee's last date of hire.
- 8.2 The first ninety (90) working days of employment shall be considered as a probationary period. The Employer shall have termination rights within this ninety (90) working day period, free of any recourse from the grievance and arbitration procedure.
- 8.3 Upon completion of this ninety (90) working day period, the employee shall be placed on the seniority list with the first day of his employment as his seniority date.
- 8.4 Higher classification work shall be offered to an employee by his seniority, if the senior employee is qualified to do the work of the higher classification.
- 8.5 Seniority shall not be affected by temporary layoff during slack period or by illness until after one year's absence. In the case of extended illness, the time period may be extended by mutual consent.
- 8.6 It is hereby agreed that in all cases of promotion, increase or decrease of forces, the following factors shall govern which employees are affected: qualifications and length of continuous service.
- 8.7 Furloughed employees shall be hired in the reverse order of qualifications and seniority. Seniority shall be broken for the following reasons:
  - 8.7.1 If the employee quits.

- 8.7.2 If the employee is discharged for just cause.
- 8.7.3 If the employee fails to return to work within three (3) working days after being notified to return to work, and does not present a satisfactory excuse.
- 8.7.4 Temporary layoff of over one (1) year.
- 8.8 There shall be no Employer responsibility for the continued employment or reemployment of probationary or temporary employees, nor is there any responsibility on behalf of the Union as to such employees. Such employees shall not be used to deprive regular employees of work or overtime. Temporary employees are defined as employees hired for specific jobs, not regular production work.

**9. SICKNESS AND ACCIDENT LEAVE**

- 9.1 It is understood and agreed by both parties to this Agreement that a non-occupational accident is the same as a bona fide illness, unless otherwise stated. Employees shall accrue sick and/or industrial disability leave on a weekly basis at the rate of 1.2307 hours per week (64 hours per year). The Employer shall audit the employees' hours each month and adjust as necessary to ensure compliance with Washington state paid sick leave regulations. Sick and/or disability leave benefits shall be payable commencing on the 1<sup>st</sup> working day. The sick leave computation shall be based on the employee's regular scheduled work week. Employees may not use any accrued sick leave until after 90 days of employment.
- 9.2 Payment for sick leave days shall be for an eight (8) hour day, and the daily total of sick leave pay under this Article and time loss payments provided by the Health and Welfare Plan, shall not exceed the daily contract rate.
- 9.3 Sick leave or accident leave shall be used only for bona fide illness of an employee or as otherwise permitted by Washington state law. Any unused sick leave shall accumulate into a sick leave bank of not more than forty (40) days, said bank to be used for the future illness of an employee as his needs may require.
- 9.4 If the employee has been absent for three consecutive days or if the employer has reasonable suspicion of abuse of sick leave, the Employer may require a doctor's statement of the employee's sickness or accident.

- 9.5 Sick leave may be used to supplement Workmen's Compensation to the extent it has been accumulated, however, the total sick leave pay, disability payment under any insurance plan, and Workmen's Compensation benefits paid to an employee in any calendar week will not exceed forty (40) hours of earnings of that employee as calculated based on their hourly rate prior to their absence.

**10. VACATIONS**

- 10.1 All regular employees shall be entitled to vacation benefits as follows: Length of vacation with pay shall be:
- 10.1.1 After one (1) year's service - two (2) weeks
  - 10.1.2 After ten (10) years' service - three (3) weeks
- 10.2 Vacation pay shall be based on forty (40) times the employee's regular wage rate and shall be computed as follows: Such vacation shall accrue on a weekly basis at a rate of 0.7693 hours for each week of vacation eligibility (i.e., 0.7693 hours x 52 weeks = 40 hours x 2 weeks eligibility = 80 hours).
- 10.3 Employees shall continue to accrue vacation benefits during the first ninety (90) days of absence from work because of disability due to sickness or accident, providing such absence is supported by acceptable medical evidence of disability, and providing employee returns to work promptly upon being able to do so.
- 10.4 Any employee, after qualifying for a vacation and upon giving at least two (2) weeks' notice of desire for vacation pay before starting his vacation, shall be given his vacation pay before starting his vacation.
- 10.5 A vacation schedule form for the employee to indicate his preference will be posted by the Employer between January 1 and February 1. In the preference of vacation dates, seniority shall prevail. If by February 1 the most senior employee in terms of seniority has not designated his preference in vacation period, then the next employee and each succeeding employee in order of seniority will have his preference.
- 10.6 If mutually agreed upon by the Employer and the Employee, Employees may sell up to one half of their annual vacation accrual to the Employer at their regular straight time rate of pay. In no event will an Employee be allowed to sell vacation that has not yet accrued.

**11. LEAVES OF ABSENCE**

11.1 Any employee desiring a leave of absence from his employment shall secure written permission from both the Union and the Employer. The maximum leave of absence shall be for ninety (90) days and shall be extended for like periods up to a maximum of six (6) months, except in cases of occupational injury/illness which shall be up to one (1) year. Permission for same must be secured from both the Union and the Employer. Failure to comply with this provision shall result in the complete loss of seniority rights for the employees involved. Such time off shall not exceed the maximums and shall not be considered time worked. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights up to the above maximums.

**12. PROTECTION OF RIGHTS**

12.1 It shall not be a violation of this Agreement and shall not be cause for discharge or disciplinary action of any kind, in the event an employee refuses to enter upon any property involved in a labor dispute or refuses to go through or work behind any picket line, including the picket line of this Union, and including picket lines at the place or places of business of the Employer, provided said labor dispute or picket line is acknowledged by the Union.

12.2 In the event new job classifications and/or new equipment not now classified in this Agreement and appendix are established by the Employer, then the Employer and the Union shall negotiate a wage rate for same.

**13. WARNING/SUSPENSION/DISCHARGE**

13.1 The Employer may discharge or suspend any employee for just cause, but no employee shall be discharged or suspended unless a written warning notice shall previously have been given to such employee of a complaint against him concerning his work or conduct, except that no such prior warning notice shall be necessary if the cause for discharge or suspension is drunkenness, theft or dishonesty (which shall include acts of fraud, stealing, cheating and dishonesty whether or not they meet the definition of crime under the Penal Code or other state statutes [for example, unauthorized placing of Company property in one's car even though detected before the property is taken off of Company property]), fighting, possession of firearms or an illegal weapon, possession of or use of or being under the influence of alcohol or illegal drugs (defined as drugs for which the employee does not have a valid prescription) or

marijuana on Company property, and fraudulent use of paid sickness or disability leave. For purposes of this Section, Company property shall include the Employer's parking lot before, during or after work hours.

- 13.2 Any regular employee may request an investigation of his discharge or suspension or any warning notice, and the Union shall have the right to protest any such discharge, suspension, or warning notice. Any such protest shall be presented to the Employer in writing within ten (10) days after the discharge, suspension, or warning notice, and if not presented within such period, the right of protest shall be waived. A copy of such protest shall be given to the Employer and be referred immediately to the Grievance Procedure Article of this Agreement.
- 13.3 The Employer shall give to a discharged employee a written notice of termination and at the same time, send a copy to the Local Union involved.
- 13.4 Employees must directly inform the supervisor or front office of any unauthorized absence.

#### **14. GRIEVANCE PROCEDURE**

- 14.1 A grievance is defined as any dispute involving the interpretation, application, or alleged violation of any provision of this Agreement.
- 14.2 STEP 1: Within ten (10) working days from its occurrence, or the date on which he first became aware of it, the aggrieved employee shall discuss his complaint with the Division General Manager, with the Union representative present if he so desires. It shall be discussed verbally and, if settled, no further action shall be taken. If not resolved on an informal discussion basis, the grievance shall be reduced to writing, signed by the aggrieved party, and submitted to the Assistant Vice President – Human Resources. The Assistant Vice President – Human Resources shall investigate the grievance and provide a written answer within ten (10) working days of the date of submission (or longer if agreed to in writing by the Union and the Employer). Grievances must be presented, as outlined above, within the said period of time; otherwise the Union, the Employer, and the employee agree that the grievance is forever waived.
- 14.3 STEP 2: Within ten (10) days after Step 1 is exhausted, the field representative of the Union and designated representative of the Employer shall meet to attempt to adjust the grievance. Failing at this

point, within ten (10) working days or by mutual agreement, the Federal Mediation Service shall be requested to render assistance for settlement.

- 14.4 In the event the grievance is not settled in the second step, the grievance will be handled in arbitration according to the following procedure. Within ten (10) days after either party requests arbitration, the representatives of the Employer and the representatives of the Union shall confer for the purpose of selecting an impartial arbitrator. In the event that the Employer and the Union are unable to agree within ten (10) days upon the impartial arbitrator, then either party may request the Federal or State Mediation and Conciliation Service to submit a list of seven (7) persons. The Employer and the Union shall then select one (1) individual from this list as the arbitrator. In either case, he shall be selected and shall commence the arbitration hearing within ten (10) days after being selected. The decision of the arbitrator shall be rendered within fifteen (15) days of the completion of the hearing and shall be final and binding on all parties. The charges of the arbitrator shall be paid one-half (1/2) by the Employer and one-half (1/2) by the Union.
- 14.5 The Union and the Employer agree that there shall be no strike, lockout, slowdown, or tie-up because of any controversy which may arise, and that the parties shall use the procedure set forth herein.

## **15. GUARANTEED TIME**

- 15.1 Daily call-in guarantee: Employees called to work must be provided with a minimum of four (4) hours' work or pay in lieu of work.
- 15.2 Wherever possible and practical (the respective abilities of the employees to be given full consideration), the scheduling and assigning of all available straight-time work shall be based on length of continuous service.
- 15.3 The Employer agrees that every effort will be made to distribute overtime work equally among qualified employees over a reasonable period of time.
- 15.4 The Employer shall endeavor to provide employees forty (40) hours work per week. No new help shall be hired so long as the regular employees are offered less than forth (40) hours work per week.



**16. UNIFORMS, EQUIPMENT AND TOOLS**

- 16.1 The Employer will continue to furnish those tools, safety devices, equipment, and uniforms to the extent that they have in the past.
- 16.2 The Employer agrees to pay the cost of laundering uniforms.
- 16.3 In order to improve the general safety of the work force, on January 1<sup>st</sup> and July 1<sup>st</sup> of each year, the Employer shall pay each employee the semi-annual sum of \$160.00 towards the purchase of steel toe safety boots. The wearing of steel toe boots is mandatory.

**17. HEALTH & WELFARE - DENTAL - PRESCRIPTION**

- 17.1 Effective January 1, 2019, and each succeeding month for the duration of this Agreement, the Employer agrees to contribute the amount of nine hundred and thirty one dollars and twenty eight cents (\$931.28) for Health and Welfare benefits into a jointly administered Trust Fund in behalf of each employee who worked eighty (80) hours or more during the month of December 2018, and each succeeding month thereafter.
- 17.2 Effective January 1, 2019, and each succeeding month for the duration of this Agreement, the Employer agrees to contribute the amount of seventy dollars and fifty cents (\$70.50) for a Prescription Drug benefit into a jointly administered Trust Fund in behalf of each employee who worked eighty (80) hours or more during the month of December 2018, and each succeeding month thereafter.
- 17.3 The benefits provided by the plans specified in paragraphs 17.1 and 17.2 shall become effective for an employee on the first (1st) day of the month or reporting period following the fourth consecutive month or reporting period for which the Employer was obligated to make contributions to this Trust Fund on behalf of said employee.
- 17.4 Effective January 1, 2019, and each succeeding month for the duration of this Agreement, the Employer agrees to contribute the amount of fifty six dollars (\$56.00) for Dental benefits into a jointly administered Trust Fund in behalf of each employee who worked eighty (80) hours or more during the month of December 2018, and each succeeding month thereafter. New hires will be eligible to receive Dental contributions and benefits only after completing six (6) consecutive months of employment.
- 17.5 Effective January 1, 2019, the Employer agrees to contribute up to a maximum of \$931.28 per month per eligible employee to maintain

benefits in effect on January 1, 2019. Effective January 1, 2020, the Employer agrees to contribute up to a maximum of \$963.11 per month per eligible employee to maintain benefits in effect on January 1, 2019. Effective January 1, 2021, the Employer agrees to contribute up to a maximum of \$1,003.11 per month per eligible employee to maintain benefits in effect on January 1, 2019. The employer and the employee acknowledge that the amounts provided for herein do not cover the total cost of the benefits. Under no circumstances shall the Employer make a contribution to the Health and Welfare Plans in excess of maximum enumerated herein. In the event that the funds provided for herein are insufficient to cover the cost of the employee health and welfare program, the employees shall pay the additional cost through a wage rate reduction, IRC Section 125 plan. It is agreed by the parties that in the event that the UFCW Welfare Trust does not require all or part of the annual increases provided for above the excess shall revert to the Employer.

- 17.6 In no event will monies provided herein for purposes of maintaining benefits and/or monies held in trust reserves be utilized for purposes of purchasing any new benefits.
- 17.7 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.
  - 17.7.1 Notwithstanding the provisions of paragraph 17.7, 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 provisions shall be approximately 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.
- 17.8 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 August 26, 1976 (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. 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.

- 17.9 "Hours worked" for the purpose of establishing the "eighty (80) hours or more" eligibility for continuing employees, shall include all vacation and holiday hours earned and taken.

**18. RETIREMENT PROGRAM**

- 18.1 It is understood and agreed that the Employer party to this Agreement shall continue the premium to the Washington Meat Industry Pension Trust ("Trust") for the purpose of continuing the plan of retirement benefits for employees covered by this Agreement.
- 18.2 Effective January 1, 2019, the Employer has agreed to adopt the Washington Meat Industry Pension Trust's updated Rehabilitation Plan and Schedules. The Employer's regular Pension contribution will be six dollars and fifty and one half cents (\$6.505) per hour, fifty two dollars and four cents (\$52.04) per day, two hundred and sixty dollars and twenty cents (\$260.20) per week, or one thousand one hundred and twenty seven dollars and two cents (\$1,127.32) per month per employee.
- 18.3 Commencing on June 30, 2019, the Employer agrees to contribute an additional 14.9%, or \$0.97 per hour to the Trust to maintain the level of pension benefits that existed on January 1, 2019. Commencing on June 30, 2020, the Employer agrees to contribute an additional 11.1%, or \$0.83 per hour to the Trust to maintain the level of pension benefits that existed on January 1, 2019. Commencing June 30, 2021, the Employer agrees to contribute an additional 10.0%, or \$0.83 per hour to the Trust to maintain the level of pension benefits that existed on January 1, 2019. Should the Trust require contributions in excess of the additional employer contribution increases outlined herein, such excess contributions shall be deducted from the employee's wages and remitted to the Trust. Should the Trust decide that it no longer needs all or any portion of the Employer's additional contribution increases to maintain the level of benefits agreed to, such additional contributions no longer needed shall cease. The additional contributions shall not be used to improve benefits.
- 18.4 The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) 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 this bargaining unit. Failure to make all payments herein provided for within the specified time shall be a breach of this Agreement.

- 18.5 The Employer and the Union may open this Article of Agreement, upon their mutual consent, solely for the purpose of discussing an alternate method of Pension contributions. Contributions rates, however, shall remain as stated in paragraph 18.2 of this Article.

**19. UNION VISITATION**

- 19.1 It is agreed that for the purpose of carrying out the terms of this Agreement and contacting the Employer regarding Union affairs, the representative of the Union shall have the right to enter and visit the establishment during business hours, provided that no conference and meetings between employees and Union representatives shall in any way stop, hamper, or obstruct normal flow of work, and provided further that the representative of the Union shall first make his presence known to the Employer.

**20. SCOPE OF AGREEMENT**

- 20.1 This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, except addendum regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. 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. Should any provision of this contract be declared to be in violation of any existing law by a court of competent jurisdiction, said provision in conflict therewith shall not be enforced but the remainder of said contract shall continue in effect.

**21. CLASSIFICATIONS AND WAGE RATES**

- 21.1 The scale of wages and classifications of employment are set forth in Appendix A, which is hereby made a part of this Agreement.

**22. EFFECTIVE DATE AND DURATION**

- 22.1 This Agreement shall be in full force and effect from January 1, 2019 through December 31, 2021, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or

terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

22.2 It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to December 31, 2021, or December 31 of any subsequent contract year, advising that such party desires to continue this Agreement, but also desires to revise or change the terms or conditions of such Agreement.

SIGNED THIS 19<sup>th</sup> DAY OF November 2018 AT SPOKANE, WASHINGTON.

BAKER COMMODITIES INC.  
SPOKANE DIVISION

UNITED FOOD AND COMMERCIAL  
WORKERS INTERNATIONAL  
UNION, LOCAL 1439

By [Signature]  
Title: Vice President

By [Signature]  
Title President

**APPENDIX A**

**BAKER COMMODITIES INC.  
SPOKANE DIVISION  
CLASSIFICATIONS AND HOURLY WAGE RATES**

<u>Job Classification</u>	Effective 10/1/18	Effective 12/30/19	Effective 1/3/21
	<u>Per Hour</u> \$1.00	<u>Per Hour</u> \$0.00*	<u>Per Hour</u> \$0.00*
Operators	\$18.94	\$18.94	\$18.94
General labor	\$17.45	\$17.45	\$17.45
Plant Maintenance	\$18.94	\$18.94	\$18.94
Maintenance Trainee (First Year)	\$17.95	\$17.95	\$17.95
Maintenance Trainee (Thereafter)	\$18.45	\$18.45	\$18.45
Cleanup/Sanitation	\$16.75	\$16.75	\$16.75

All bargaining unit employees with at least seven (7) years of seniority with the Employer shall be paid \$1.00 greater than the rates listed herein.

\*All bargaining unit employees shall receive a five hundred dollar (\$500.00) bonus check within seven days of December 1, 2019 and a one thousand dollar (\$1,000.00) bonus check within seven days of December 1, 2020. Employees must have at least one year of seniority with the Employer and must be active and employed by the Employer on such date in order to receive such bonus check.

Break-in Rate for New Hires:

Thereafter - Journeyman rate per above  
 2<sup>nd</sup> six months - 90%  
 1st six months - 80%

  
 \_\_\_\_\_  
 Baker Commodities Inc.

  
 \_\_\_\_\_  
 United Food & Commercial Workers

# 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

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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:

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# 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)

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**UFCW3000**

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

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