

Agreement by and between

UFCW 21 and Bavarian Meat Company



Effective 7/1/2016 – 6/30/2019



YOUR VOICE, YOUR UNION, YOUR CONTRACT

About UFCW 21

UFCW 21 is a large, strong, progressive, and diverse union, representing more grocery workers, retail workers, and professional and technical health care workers than any other union in the state.

With over 44,000 members united, we have the power and resources to take on tough employers, represent members on the job, raise standards in our industries, and support laws that make a difference for working families.

With a union you and your co-workers have a voice in decisions about your work life—wages, benefits, holidays and vacations, scheduling, seniority rights, job security, and much more. Union negotiations put us across the bargaining table from management—as equals.

A negotiating committee of your co-workers and union staff negotiated this contract. How does the negotiating committee know what issues are important? Union members tell us. The issues raised in contract surveys and proposal meetings help us decide what to propose in contract negotiations. Stewards and union representatives report on issues that arise on the job, talking with members about grievances, problems, and needs. They have a hands-on sense of what the issues are.

The more that union members stand together and speak out with one voice, the stronger the contract we can win. A contract can only take effect after union members have a chance to review the offer and vote on it.

A union is as strong as its members. It's no secret—an active and united membership means a stronger union—which means a better contract.

My Union Representative:

My Union Steward:

INDEX

	Page
ARTICLE 1 - CONDITIONS OF EMPLOYMENT.....	3
ARTICLE 2 - WORKING HOURS.....	3
ARTICLE 3. REST PERIODS.....	4
ARTICLE 4 – VACATIONS.....	5
ARTICLE 5 – HOLIDAYS.....	7
ARTICLE 6 - CLASSIFICATIONS AND RATES.....	8
ARTICLE 7 - RETIREMENT PROGRAM.....	9
ARTICLE 8 - SICK LEAVE.....	10
ARTICLE 9 - JURY DUTY.....	11
ARTICLE 10 – APPRENTICES.....	12
ARTICLE 11 - SENIORITY, LAY-OFFS AND DISCHARGES.....	12
ARTICLE 12 - LEAVE OF ABSENCE.....	13
ARTICLE 13 - GENERAL CONDITIONS.....	14
ARTICLE 14 – GRIEVANCES.....	15
ARTICLE 15 - GENERAL POLICY.....	15
ARTICLE 16 – SEPARABILITY.....	16
ARTICLE 17 - HEALTH AND WELFARE.....	16
ARTICLE 18 - FUNERAL LEAVE.....	17
ARTICLE 19 - NO STRIKES OR LOCKOUTS.....	17
ARTICLE 20 - TERMINATION OF AGREEMENT.....	17
APPENDIX "A"- CLASSIFICATIONS AND RATES OF PAY.....	18
LETTER OF UNDERSTANDING #1 – DUES CHECK-OFF.....	20

This agreement is made and entered into by and between Bavarian Meat Company operating in King County, hereinafter called the Company, and the United Food and Commercial Workers Union Local 21, hereinafter called the Union.

ARTICLE 1 - CONDITIONS OF EMPLOYMENT

1.01 BAVARIAN MEAT COMPANY recognizes, during the term of this Agreement, United Food and Commercial Workers Union Local 21 as the sole and exclusive collective bargaining agency for all employees whose job classifications are set forth in this Agreement.

1.02 Pursuant to and in conformance with Section 8 (a) 3 of the Labor Management Relations Act of 1947, it is agreed that all employees coming under the terms of this Agreement, including but not limited to any family member or owner (except as provided for in Article 15.02), performing work coming under the terms of this Agreement shall make application to join the Union within thirty-one days following the date of employment or within thirty-one days following the signing of this Agreement, whichever is the latter, and must maintain membership in good standing for the life of the Agreement and any renewal thereof. The Employer shall discharge any employee as to whom the Union, through its Business Representative, delivers to the Employer a written notice that such employee is not in good standing. The Employer shall inform employees of the foregoing requirement at the time they are employed. The Employer shall notify the Union within thirty-one days of the name, address, Social Security Number and classification of every such person employed in work covered by this Agreement, together with the date of such employment and same day hires. The notification cards will be supplied by the Union.

ARTICLE 2 - WORKING HOURS

2.01 Forty (40) hours shall constitute a week's work, five days per week, Monday through Friday for the wholesale plant, Sunday through Saturday for the retail store. Nine hours, including not more than one hour off for lunch each day, shall constitute a day's work. No split shifts shall be allowed. An employee desiring to take time off from his/her regular eight hour shift, except in a case of an emergency, shall be required to notify the Company before his/her scheduled shift begins and the employee shall be required to work a four hour shift. If the employee is allowed to work a short shift, he/she shall be paid for only those hours actually worked.

2.02 Day shift work shall be scheduled as follows:

1st shift hours shall be from 5:00 AM to 2:00 PM, 6:00 AM to 3:00 PM, 7:00 AM to 4:00 PM or 8:00 AM to 5:00 PM. Starting times may be on the hour or half-hour dependent upon the needs of the business.

2nd shift hours (swing shift) shall be from 4:00 PM to 1:00 AM, 5:00 PM to 2:00 AM or 6:00 PM to 3:00AM. Starting times may be on the hour or half-hour dependent on the needs of the business.

3rd shift hours (graveyard) shall be from 10:00 PM to 7:00 AM, 11:00 PM to 8:00 AM or 12:00 midnight to 9:00 AM. Starting times may be on the hour or half-hour dependent on the needs of the business.

2.03 By mutual agreement of the Union and the Employer, lunch periods may be limited to one half-hour and quitting times of shifts will be shortened by one-half hour.

2.04 All hours worked in excess of the eight (8) hours per day or forty (40) hours per week, or before the employees' scheduled starting time shall be paid for at the rate of time and one-half their contract scale for the shift that the employee has been scheduled to work.

2.05 In order to give employees as much notice as possible in the planning of their weekly schedules of work, the Employer agrees to post a work schedule for all regular fulltime employees and all regular part time employees before the close of business Thursday of the preceding work week, and except in cases of emergency, no changes shall be made in said schedule without twenty-four (24) hours' notice to the employee involved in such change of schedule. This shall be a full twenty-four (24) hour notice from the time the employees are informed. All emergency change of shift hours will be reported to the Union. If they report for work as scheduled, regular full-time employees shall be guaranteed eight (8) hours' work per day and forty (40) hours' work per week, and regular part-time employees shall be guaranteed a minimum of four (4) hours' work, and if they work over four (4) hours, they shall be guaranteed eight (8) hours' work. Extra employees shall receive not less than four (4) hours' continuous work or equivalent compensation in any one day ordered to report to work, provided that employees who may be called to work only occasionally on an emergency basis shall be called for no less than eight (8) hours' work. These guarantees shall not apply in cases of Acts of God or other emergencies beyond the control of the Employer. Upon mutual agreement between the Employer and employee, an employee may work a shift of less than eight (8) hours.

2.06 There shall be a minimum call-in on Sundays or Holidays of four (4) hours. There shall be a minimum call-in on Saturdays of four (4) hours. Employees called back to work in less than twelve (12) hours from his/her previous shift shall receive time and one-half his/her normal straight-time wage for the shift he/she is called for.

2.07 The Company will give consideration to employees who wish to change shifts. Shift changes shall be offered by seniority and if necessary, the least senior employee will be assigned, providing the employee is capable of performing the work. Where an employee who has worked fifty (50) hours in the week is asked to do additional work and does not desire such work, the work will be assigned according to the following:

1. The most senior employee, who is qualified, will be given the opportunity to accept the additional work.
2. If not enough employees volunteer to do the available work, work will be assigned starting with the least senior employee who is qualified to do the necessary work until all needed positions are filled.

ARTICLE 3 - REST PERIODS

3.01 All employees shall be entitled to a rest period of fifteen (15) minutes for each continuous work period of four (4) hours in a daily straight-time or night shift. An employee who works eight (8) hours in any daily straight-time or night shift shall receive two (2) fifteen (15) rest periods, one before the lunch period and one after the lunch period.

3.02 The Employer may arrange such rest periods by individual relief or general periods and they shall be, as nearly as practical, in the middle of each work period.

3.03 If an employee is scheduled to work more than one (1) hour beyond the end of his/her regular straight-time shift, he/she shall be given an additional rest period of ten (10) minutes at the end of his/her straight time shift. For each full two (2) hours of overtime work in excess of one (1) hour of overtime, an employee shall be entitled to an additional ten (10) minute rest period.

3.04 Any rest period interval shall cover time from stopping work and returning thereto.

ARTICLE 4 - VACATIONS

4.01 Employees on the first anniversary of their employment (after the first year of continuous employment) shall be entitled to the vacation with pay based upon the number of hours worked in the preceding twelve (12) months, at the hourly rate in effect at the time the vacation is paid, as follows:

HOURS WORKED	HOURS OF PAID VACATION
1000 to 1200	20
1200 to 1600	24
1600 to 2000	32
2000 or more	40

4.02 Employees on the second and each subsequent anniversary date of their employment to the fifth (5th) anniversary date of their employment (after the second and each subsequent year to the fifth (5th) year of continuous employment) shall be entitled to vacation with pay at the hourly rate in effect at the time the vacation is paid and based upon the number of hours worked in the preceding twelve (12) months as follows:

HOURS WORKED	HOURS OF PAID VACATION
1000 to 1200	40
1200 to 1600	48
1600 to 2000	64
2000 to 2288	80
2288 to 2496	88
2496 or more	96

4.03 Employees on the fifth (5th) and each subsequent anniversary date of their employment to the twelfth (12th) anniversary of their employment (after the fifth (5th) and each subsequent year to the twelfth (12th) year of continuous employment) shall be entitled to vacation with pay at the hourly rate in effect at the time vacation is paid and based upon the number of hours worked in the preceding twelve (12) months as follows:

HOURS WORKED	HOURS OF PAID VACATION
1000 to 1200	60
1200 to 1600	72
1600 to 2000	96
2000 to 2288	120

2288 to 2496	132
2496 or more	144

4.04 Employees on the twelfth (12th) and each subsequent anniversary date of their employment, (after the twelfth (12th) and each subsequent year of continuous employment) shall be entitled to vacation with pay at the hourly rate in effect at the time vacation is paid and based upon the number of hours worked in the preceding twelve (12) months as follows:

HOURS WORKED	HOURS OF PAID VACATION
1000 to 1200	80
1200 to 1600	96
1600 to 2000	128
2000 to 2288	160
2288 to 2496	176
2496 or more	192

Employees hired after July 2, 1983, shall not accrue four (4) weeks vacation until the fifteenth (15th) year anniversary date of their employment with the employer. The accrual hours shall be based on the hours in this section 4.04.

4.05 Employees who terminate or are terminated (discharged for dishonesty excepted) after the first or any subsequent anniversary date of their employment and prior to their next anniversary date of employment shall be entitled to vacation pay at their hourly rate based upon the number of hours worked since the last anniversary date of their employment at the following rates for each full two hundred (200) hours worked: after the first (1st) to the fifth (5th) anniversary date eight (8) hours vacation pay; after the fifth (5th) to the twelfth (12th) anniversary date, twelve (12) hours vacation pay; and after the twelfth (12th) anniversary date, sixteen (16) hours vacation pay.

4.06 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 the Union, this provision may be waived.

4.07 Employees whose vacations are scheduled during a holiday week shall receive holiday pay provided for under the terms of Article 5, section 5.02 of this Agreement in addition to vacation pay.

4.08 It is hereby understood and agreed that in computing "Hours of Paid Vacation" for full-time employees (employees who regularly appear on the payroll for forty (40) hours or more per week), the terms of Article 4, Sections 4.01 - 4.04 shall be applied so that working time lost up to a maximum of one hundred sixty (160) hours due to verified cases of sickness or accident or other absence from work approved by the Employer shall be counted as time worked. In determining the number of hours of paid vacation to which an employee is entitled, there shall be no deduction from his/her bank of hours due to absence from work because of vacation or holiday time earned and taken under this Agreement.

4.09 Earned vacations must be taken within twelve (12) months following the employee's anniversary date. Seniority shall apply in the scheduling of vacations, but only for those vacations at least one (1) week (5 days) in length.

4.10 It is understood and agreed that an employee shall be paid at his/her current rate of pay, (including night premium, if any) at the time of taking the vacation.

4.11 If termination is the result of death of an employee, the vacation pay earned to the date of death shall be payable to the employee's name and mailed to-the last-known address.

4.12 The Employer shall post on the bulletin board no later than January 15th of each year, a list showing the current seniority standing of each employee for selection of vacation. Each employee shall enter his/her vacation time preference on the list not later than March 31st or he/she shall forfeit his choice. Seniority shall prevail in vacation selections; however, full week selections will prevail over single day elections. By May 15th all vacation schedules shall be finalized by the Employer in accordance with operating necessities. Requests for vacation that are submitted after March 31st shall be awarded on a "first come - first served" basis in accordance with operating necessities.

4.13 In accordance with the above section 4.12, employees entitled to two or more weeks of vacation shall receive two consecutive weeks of vacation between June 1st and September 15th. All other vacation time will be scheduled by mutual agreement between the Employer and the employee.

4.14 Vacation hours, for continuing employees, shall be considered hours worked for the purpose of establishing eligibility under the Retail Clerks' Health and Welfare and Pension Trusts. As such, vacation hours and the corresponding contributions due, shall be reported and paid to those Trusts during the month in which the employees take vacation.

ARTICLE 5 - HOLIDAYS

5.01 The following shall be recognized as holidays with pay for regular full-time employees. For employees hired on or after January 24, 2011, the initial wait for holiday eligibility shall be six consecutive months: New Year's Day, Memorial Day (last Monday in May), Independence Day, Labor Day (first Monday in September), Thanksgiving Day, Christmas Day, and one (1) floating holiday. The floating holiday for the wholesale plant location shall be observed on the day after Thanksgiving, and for the retail store location the floating holiday shall be observed on Easter Sunday. Saturday or Sunday holidays falling outside the Monday to Friday work week shall be observed on Monday or Friday at the sole discretion of the Employer. Employees with one (1) year of continuous service with the Employer shall receive their Birthday date, Anniversary date, and one (1) personal day, as paid holidays. Such holidays shall be observed consecutively with other days off. By mutual agreement, between the Employer and the employee, the employee may receive payment in lieu of such holiday in accordance with Article 5, Section-5.02. Employees shall give the Employer thirty (30) days notice prior to their Birthday date, Anniversary date, or personal day. The Birthday day and Anniversary date holidays shall be observed within thirty (30) days of the employee's Birthday and Anniversary date on a mutually agreeable date. In the event the employee's Birthday and Anniversary date fall on the same day, as any other of the holidays specified in Article 5, Section 5.02, the employee's Birthday and Anniversary Date will be celebrated on another day in accordance with procedure set forth in the previous sentence.

5.02 A regular full-time employee shall receive no reduction in his/her straight-time weekly pay as the result of the holiday not worked, provided such employee works sometime during the week in which the holiday occurred and works his/her last scheduled working day preceding and his/her next scheduled working day immediately following the holiday. Part-time employees shall receive holiday pay equal to the product of five percent (5%) of the number of straight-time hours worked during the four (4) weeks

accounting period preceding the period in which the holiday falls (including paid vacation hours), times the straight-time hourly rate in effect in the weeks in which the holiday falls.

5.03 An employee shall not be deprived of holiday pay if he/she is absent from his/her last scheduled working day preceding and/or his/her next scheduled working day immediately following the holiday if he/she is unable to work such scheduled working day for one or more of the reasons specified below, provided that the employee has in all other respects qualified for pay for the holiday not worked, including the requirement to work sometime during the week in which the holiday occurs.

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 provided that the employee has worked within the seven (7) calendar days following the holiday.

2. Illness or accident (a doctor's certificate or other authoritative verification of illness or accident may be requested by the Employer, and if so, must be presented by the employee within forty-eight (48) hours after return to work).

3. Temporary lay-off.

4. Jury Duty as defined in Article 9.

5. Funeral Leave as defined in Article 19.

6. Other absence from work approved by the employer at his sole discretion.

5.04 All work performed on Sundays, at the wholesale plant location only, shall be paid for at the rate of double (2) time and any work performed on holidays shall be paid for at the rate of double (2) time in addition to holiday pay.

5.05 In a holiday week, thirty-two (32) straight-time hours worked shall constitute a week's work.

ARTICLE 6 - CLASSIFICATIONS AND RATES OF PAY

6.01 The classifications and rates of pay are in Appendix "A" and are a part hereto.

6.02 Employees temporarily assigned during a regular shift to a higher rated job classification, shall be paid the higher rate only for hours worked in said classification.

6.03 Wages for superannuated members shall be determined by the representative of the Union and the Employer. Extra men shall be paid upon completion of their work or have it mailed to their residences. All steady employees shall be paid not less than bi-weekly.

6.04 For the purpose of computing months of experience under Article 6, Paragraph 6.01, the equivalent of one hundred seventy-three (173) hours of employment in the meat jobbing industry shall be counted as one (1) month's experience, provided that no employee shall be credited for more than one hundred seventy-three (173) hours of experience in any calendar month.

6.05 It is agreed that where a jobber salesman shall be required to use his/her own car, he/she shall be paid at the current local Federal car allowance rate.

6.06 Phone calls, parking charges and other reasonable expenses incurred by a jobber salesman in the discharge of his/her duties shall be paid by the Employer.

6.07 Sixty (60) days prior to the introduction of any new methods of operation into the bargaining unit that would create the need for a new work classification and rate of pay for such new classification, the Employer shall notify the Union of any such new method including a description of the work being performed and the wage rate assigned. Any question as to the adequacy of the wage rate established for the new job classification shall be presented in writing by the Union within ten (10) calendar days following the Employer's written notice to the Union, and shall be subject to negotiations and if not agreed upon, shall be subject to the grievance procedure as set forth in Article 14 of this Agreement. If through the procedure, as set forth in Article 14, it is determined that the wage rate assigned by the Employer should be adjusted, such adjustment shall be retroactive to the date that such new method is put into effect. It is mutually agreed that should one party desire expedited arbitration of any grievance arising from this Article 6.07, the other party shall move in such a manner as to proceed immediately to arbitration.

6.08 Bargaining Unit employees desirous of a promotion to apprentice meatcutter status shall make their desires known to the company, in writing, and such employees shall be given consideration for such vacancies.

1. Where a Bargaining Unit employee is promoted to the apprentice classification and within ninety (90) days is returned to a classification job, such employee shall retain his classification seniority.

2. Bargaining Unit employees who enter the apprentice program shall suffer no loss of wages because of so doing. They shall be paid at their classification rate until the applicable apprentice rate exceeds their old classification rate.

6.09 Bargaining Unit employees desirous of promotion within the bargaining unit should make their desires known to the Employer in writing, and such employee shall be given consideration for such vacancies. Vacancies may be posted so all employees have an equal opportunity for consideration or a continuing file of written requests may be kept to facilitate such promotions.

6.09.1 Where an employee is promoted to another position and within ninety (90) days returned to his prior position, such employee shall retain his prior seniority.

ARTICLE 7 - RETIREMENT PROGRAM

7.01 Each Employer and the Union agree to be bound by the terms and provisions of that certain Trust Agreement creating the Sound Retirement Trust dated January 13, 1966, and as subsequently amended. Further, each Employer accepts as his representatives, for the purpose of such Trust Fund, the Employer Trustees who will be appointed by Allied Employers, Inc., to serve on the Board of Trustees of said Trust Fund and their duly appointed successors.

7.02 All contributions shall be paid on compensable hours with a maximum of one hundred seventy three (173) hours per calendar month per employee. The term "compensable hour" shall have the same meaning as set forth in Article 17.

7.03 The contribution referred to in Section 7.05 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.

7.03.1 The Board of Trustees of the Sound Retirement Trust shall have the authority to establish and enforce a method for reporting contributions on an accounting period basis, rather than a calendar month basis, provided that in no event shall the Employer's total obligation be different than what it would have been on a calendar month basis. Further, the total contributions due for each approved accounting period shall be remitted in a lump sum not later than twenty (20) days after the end of the accounting period.

7.04 The provisions of Section 7.03 of Article 7 of this Agreement shall, in no way, apply to or affect the Employer's obligation to pay contributions to this Trust Fund.

7.05 The Employer will contribute the following amounts*:

	All Classifications
Base	\$0.75
Pre-PPA Suppl.^	\$0.10
Past Rehab Incr.	\$0.33
Current Total:	\$1.18
Rehab Plan Increases This Term:	
Jan. 2017 hours	\$1.24
Jan. 2018 hours	\$1.30
Jan. 2019 hours	\$1.36

7.06 Pension Protection Act ("PPA").

This Agreement is to be subject to the 2010-2011 Rehabilitation Plan adopted by the Board of Trustees, as revised June 22, 2016.

ARTICLE 8 - SICK LEAVE

8.01 Employees, during each twelve (12) months following their last date of employment, (after the first (1st) and each succeeding year of continuous employment with their current Employer) shall be entitled as set forth below to paid sick leave at their current regular straight time hourly rate for bona fide illness or injury.

8.02 Sick leave shall be accrued by an employee depending upon the number of straight-time hours worked, (including paid vacations and paid holiday hours) by the employee with his/her current Employer in each twelve (12) months as follows:

HOURS WORKED

1248 to 1679
1680 to 1999
2000 or more

HOURS OF SICK LEAVE PAY

24
32
40

8.03 Sick leave pay, to the extent it has been earned, shall begin on the first (1st) working day of illness or injury, or first (1st) day of hospital confinement, shall continue for each working day of illness or injury thereafter, and shall be in an amount per day equal to the average number of straight-time hours worked per day by the employee during the past twelve (12) months; provided (1) the daily total of sick leave pay under this Article and disability payments provided by the Health and Welfare Plan shall not exceed the contract rate for one (1) eight (8) hour day; and (2) not more than five (5) days sick leave pay shall be required in anyone (1) work week. Sick leave pay shall be paid on a six (6) day week but not to exceed forty (40) hours' pay in anyone (1) week. For purpose of this article, disabling outpatient surgery will be treated as hospitalization.

8.04 Sick leave pay shall be cumulative from year to year, but not to exceed a maximum of one hundred and sixty (160) hours. Sick leave pay must be earned by employment with one (1) Employer.

8.05 A doctor's certification or other authoritative verification of illness shall be required by the Employer and must be presented by the employee if the employee is absent more than three (3) consecutive scheduled days. Such verification must be presented prior to return to work.

8.06 Any employee found to have abused sick leave by falsification, or misrepresentation shall thereupon be subject to disciplinary action, reduction or elimination of sick leave benefits (including accumulated sick leave) and shall further restore to the Company amounts paid to such employee for the period of such absence, or may be discharged by the Company for such falsification or misrepresentation.

8.07 Sick leave may be used to supplement Workmen's Compensation to the extent it has been accumulated; however, the total of sick leave pay, disability payment under any insurance plan and Workmen's Compensation benefits paid to any employee in any calendar week, will not exceed the average earnings of that employee for the six (6) work weeks prior to his/her absence.

8.08 Employees injured on the job shall be paid for the remainder of their shift, if unable to return to work, as medically verified.

8.09 The parties agree that except as otherwise specifically stated herein, the provisions of the Seattle Sick Leave Ordinance are expressly waived and the provisions of said Section 8 shall control.

ARTICLE 9 - JURY DUTY

9.01 Employees with acquired seniority who are called for service on a jury shall be excused from work for the days on which they serve and shall be paid the difference between the fee they receive for such service and the amount of straight-time earnings lost by reasons of such service up to a limit of eight (8) hours per day and forty (40) hours per week; provided, however, an employee called for jury duty who is temporarily excused from attendance at court must report for work if sufficient time remains after such excuse to permit him/her to report to his/her place of work and work at least two (2) hours of his/her normal work day. In order to be eligible for such payment, 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. This article will not apply to Grand Juries or employees who volunteer for Jury duty. Jury duty shall be counted as time worked for all purposes.

9.02 In accordance with the above, employees on the night shift who are called to active service on a jury shall temporarily be transferred to the day shift until the completion of their active service of said jury.

9.03 Employees who are required to serve as witnesses on behalf of the Employer in any judicial proceeding or investigation shall be compensated at the applicable rate for all hours they are in attendance at the investigation or judicial proceeding. Such hours shall count as hours worked for all purposes.

ARTICLE 10 - APPRENTICES

10.01 Matters concerning apprentices shall be as provided in the Seattle Meatcutters Joint Apprenticeship Standards as approved by the Joint Apprenticeship Committee and the Washington State Apprenticeship Council, and apprentices shall be allowed on the following basis: one (1) to a plant where two (2) Journeymen are employed; two (2) where five (5) Journeymen are employed; three (3) where seven (7) Journeymen are employed. One (1) additional apprentice shall be allowed for each additional seven (7) Journeymen.

10.02 Shops whose owners work with the tools of the trade and work the major part of the day and employ one (1) Journeymen shall be entitled to one (1) apprentice.

ARTICLE 11 - SENIORITY, LAY-OFFS AND DISCHARGES

11.01 Seniority shall prevail in lay-offs for all employees after three (3) months of service, when seniority rights are obtained they shall date back to the first (1st) day of his/her last employment with the Company. Employees hired for extra work shall not acquire seniority.

11.02 In the event of lay-off, the last employee hired shall be the first (1st) laid off, and the last employee laid off shall be the first (1st) rehired; provided, that qualifications are substantially equal, that the employee is available, and reports for work within twenty four (24) hours following receipt of notification to report for work.

11.03 Seniority shall be broken and the employee's service shall be terminated for the following reasons:

1. Voluntary quit.
2. Discharge in accordance with section 11.05.
3. Absence caused by lay-off in excess of ninety (90) days.
4. Absence caused by an illness or non-occupational injury of more than nine (9) months, unless a longer period is mutually agreed upon between the Employer and the Union.

5. Absence caused by an occupational injury of more than eighteen (18) months, unless a longer period is mutually agreed upon between the Employer and the Union.

6. Failure to return from a leave of absence in accordance with Article 12.

11.04 There shall be established six (6) separate seniority groups: (1) Production Room Foreman, (2) Journeyman Meat cutter, (3) Apprentice Meat cutter, (4) Order/Assembly Person, (5) Order/Assembly (Cry-O-Vac Driver), (6) Deli Sales Clerk. When an apprentice is promoted to a Journeyman status, his/her length of service shall be counted in his/her seniority, and he/she has been certified by the Apprentice Committee.

11.05 After an employee has acquired seniority, the Employer shall give the employee one (1) written warning, with a copy to the Union within fourteen (14) days, for any misconduct prior to any disciplinary action being taken for such misconduct, except no prior written warning need be given if the disciplinary action or discharge relates to dishonesty, drunkenness, possession and/or use of or being under the influence of alcoholic beverages or unlawful drugs on Company time or property or other gross misconduct. Warning notices shall not remain in effect for a period of more than six (6) months at which time it shall be purged from the employee's file and shall have no further force or effect in the grievance procedure.

11.05.1 The first ninety (90) days shall be considered a probationary period in which an employee may be terminated and such termination shall not be subject to the grievance procedure. This ninety (90) day period shall be extended by the amount of time the employee is absent from or unavailable for work due to medical reasons during the probationary period. The Employer must notify both the employee and the Union in writing, prior to the completion of the probationary period, of their intent to extend the probationary period.

11.06 Seniority lists must be posted every six (6) months with a copy to the Union lead men shall not acquire super-seniority.

ARTICLE 12 - LEAVE OF ABSENCE

12.01 Regular employees with one (1) year or more of continuous service shall be entitled to a leave of absence without pay for the following bona fide reasons:

1. Illness or non-occupational injury which requires absence from work.
2. Pregnancy.
3. Serious illness or injury in the employees' immediate family. Length of such leave shall not exceed thirty (30) days.

4. When one of the above reasons are given for a requested leave of absence, the employee will, upon request from the Employer, provide the Employer with a doctor's verification.

12.02 Leaves for personal reasons may be granted by agreement between the Union, the Employer and the employee regardless of length of service.

12.03 Any request for a leave of absence under the terms of Article 12.01 and 12.02 shall be in writing and state the following information:

1. Reason for such request;
2. Date of leave is to begin, and;
3. Date of return to work.

12.04 Any leave of absence with the exception of Article 12.01.3 may run to a maximum of nine (9) months unless a longer period is mutually agreed upon between the Employer and the Union.

12.05 Leaves due to occupational injuries shall be granted for a period up to eighteen (18) months unless a longer period is mutually agreed upon between the Employer and the Union.

12.06 An employee on medical leave must report to the Employer every two weeks on their availability for work and, if requested by the Employer, provide a doctor's certificate verifying their medical status.

12.06.1 A doctor's certificate verifying that the employee is able to resume his/her normal duties must be furnished if requested by the Employer.

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

12.08 The Employer shall give to the employee, with a copy to the Union, a letter stating all the conditions agreed upon for such a leave of absence.

ARTICLE 13 - GENERAL CONDITIONS

13.01 It is expressly understood that employees receiving more than the minimum compensation or enjoying more favorable working conditions provided for in this Agreement shall not suffer by reason of signing or adoption; however, the terms of this Agreement are intended to cover only minimums of wages and other employee benefits. The Employer may place superior wages and other employee benefits in effect and reduce the same to the minimum herein prescribed without the consent of the Union.

13.02 Maintenance of clothing: The Employer shall furnish and maintain in sanitary condition all linens, frocks, aprons, caps and all types of uniforms required. Work gloves shall be provided and laundered by the Employer. Adequate clothing shall be available for work in freezers. Adequate sharpening service for all tools shall be furnished and paid for by the Employer.

13.03 Safety aprons and mesh gloves, if required, will be supplied to meat cutters and if any meat cutter leaves the Employer, he/she shall check in such equipment upon leaving, or shall be charged the cost of such equipment.

13.04 The Employer shall provide a bulletin board, for posting of documents or notices desired by the Union; provided, however, such documents or notices shall be called to the attention of the Employer before posting by the Union.

ARTICLE 14 - GRIEVANCES

14.01 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 representatives of the Union. In the event of the failure of these parties to reach a satisfactory adjustment within fifteen (15) calendar days, the matter shall be referred for final adjustment to the 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 fifteen (15) days, the four (4) shall select a fifth (5th) member, who shall be chairman, and the decisions of this Committee shall be binding on both parties. The Labor Relations Committee as constituted shall have no power to add to, subtract from or change or modify any provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they apply to the specific facts of the issue of dispute.

14.02 During the process of making adjustments under the rule and procedure set forth in Article 14.01 above, no strike or lock-out shall occur.

14.03 No grievance or claim of violation of this Agreement shall be recognized unless presented in writing within thirty (30) days of the date of the occurrence causing the complaint or grievance, except in cases of discharge which must be presented within fifteen (15) days; otherwise, such right of protest shall be deemed to have been waived. In the event the claim is one for additional wages, any such claim shall be limited to additional wages, if any, accruing within the ninety (90) day period immediately preceding the date upon which the Employer received notice in writing of the claim.

14.04 No wages shall be computed in any manner at a lower rate than herein specified and any release or waiver by employees shall be declared null and void as contravening the spirit and conditions of this Agreement. There shall be no individual agreements between the Employer and employees covered by this Agreement.

14.05 The Union reserves the right to discipline its members for violations of its contract.

14.06 No employee shall be dismissed for upholding Union principles.

ARTICLE 15 - GENERAL POLICY

15.01 The Employer agrees to display conspicuously the Union Shop Card, which is the property of the Union and may be withdrawn for violation of this Agreement.

15.02 In cases of two (2) or more partners in a plant, only one (1) shall be considered as owner. Members of the Union are free to accept employment anywhere without discrimination by any Employer.

15.03 The jurisdiction of Local 21 covers the cutting, handling, pricing and sale of all meats, fish, poultry and rabbits.

ARTICLE 16 - SEPARABILITY

16.01 If any Section or Paragraph of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The Article or Paragraph held invalid shall upon sixty (60) days written notice by either party be renegotiated for the purpose of an adequate replacement.

16.02 Where the masculine or feminine gender has been used in any provision of this Agreement, it is used solely for the purpose of illustration and shall not in any way be used to designate the sex of the employee eligible for the position or the benefits or any other provisions.

ARTICLE 17 - HEALTH AND WELFARE

17.01 Each Employer and the Union agrees to be bound by the terms and provisions of that certain Trust Agreement creating the Sound Health & Wellness Trust, initially executed June 18, 1957, and all subsequent revisions or amendments thereto, including the revision of June 25, 1990. Each Employer accepts as his representatives for the purpose of this Trust Fund, the Employer Trustees serving on the Board of Trustees of said Trust Fund and their duly appointed successors.

17.02 The Employers party to this Agreement shall continue to pay on a per compensable hour basis (maximum of one hundred and seventy-three (173) hours per calendar month per employee) into the Sound Health & Wellness Trust for the purpose of providing the employees with hospital, medical, surgical, vision, group life, accidental death and dismemberment, weekly indemnity benefits and dental benefits in accordance with the contribution rates and related provisions established by the separate Health and Welfare Agreement between Allied Employers, Inc. and various Local Unions dated April 1, 1977, and as subsequently amended, including the revision dated May 8, 2016.

17.03 The details of the benefit programs including a description of exact benefits to be provided, and the rules under which employees and their dependents shall be eligible for such benefits, shall be determined by the Trustees of the Sound Health & Wellness Trust in accordance with the terms and provisions of the Trust Agreement creating the Retail Clerks Welfare Trust, dated June 18, 1957, and as may be subsequently amended.

17.04 The contribution referred to shall be computed monthly and the total amount due for each calendar month shall be remitted in a lump sum not later than twenty (20) days after the last day of the month in which the contributions were earned.

17.04.1 Notwithstanding the foregoing section, the Board of Trustees of the Sound Health & Wellness Trust shall have the authority to establish and enforce a method for reporting contributions on an accounting period basis rather than a calendar month basis. In such a case, the one hundred and seventy-three (173) hour maximum shall be appropriately adjusted, as directed by the Trustees, provided that in no event shall the Employer's total obligation be different than what it would have been on a calendar month basis. Further, the total contributions due for each approved accounting period shall be remitted in a lump sum not later than twenty (20) days after the end of the accounting period.

17.05 The term "compensable hour" shall mean any hour for which any employee receives any compensation required by this Agreement.

17.06 Vacation hours for continuing employees shall be reported and corresponding contributions paid in accordance with Article 4, section 4.11.

ARTICLE 18 - FUNERAL LEAVE

18.01 A regular full-time employee shall be allowed up to three (3) days off, with pay, for loss of his/her normal scheduled days of work due to the death of an immediate member of his/her family, provided the employee attends the funeral. Immediate family shall be defined as: spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, current step-mother, current step-father, step children, grandparents, grandchildren, domestic partner or relatives residing with the employee. Funeral leave will be paid only with respect to a work day which the employee would otherwise have worked and shall not apply to an employee's scheduled day off, holidays, vacation or any other day in which the employee would not, in any event, have worked. Funeral leave shall be paid for at the employee's regular straight-time hourly rate.

ARTICLE 19 - NO STRIKES OR LOCK-OUTS

19.01 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 lock-out. It shall not be a violation of this Agreement nor shall it be a cause for discharge or discipline for an employee to refuse to cross a primary picket line including, but not limited to, a primary picket line at the Employer's premises.

ARTICLE 20 - TERMINATION OF AGREEMENT

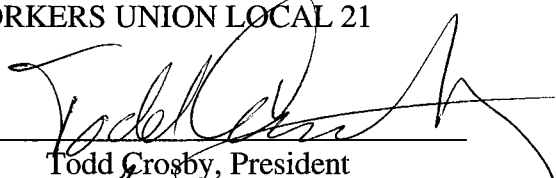
20.01 This Agreement shall be in full effect and binding upon both parties from the first (1st) day of July 2016 to thirtieth (30th) day of June 2019. It shall renew itself automatically thereafter from year to year unless opened by either party upon sixty (60) days' written notice prior to the expiration date. If the negotiating period extends beyond the sixty (60) days, the Agreement finally reached shall be retroactive to the date following the expiration of the old Agreement.

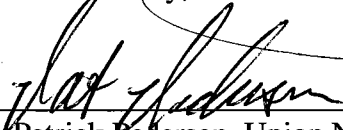
IN WITNESS WHEREOF, we attach our signatures this 7th day of September, 2016.

BAVARIAN MEAT COMPANY

UNITED FOOD & COMMERCIAL
WORKERS UNION LOCAL 21

BY 
Lynn Hofstatter
Bavarian Meat Company

By 
Todd Crosby, President

By 
Patrick Pedersen, Union Negotiator

APPENDIX A: CLASSIFICATIONS AND RATES OF PAY

	Current	7/1/2016(+30¢)	7/1/2017(+25¢)	7/1/2018(+25¢)
Production Room Foreman	\$25.75	\$26.05	\$26.30	\$26.55
Journeyman	\$21.40	\$21.70	\$21.95	\$22.20
Apprentice				
Thereafter	Journeyman			
3121-4160 (90%)	\$19.26	\$19.53	\$19.76	\$19.98
2081-3120 (85%)	\$18.19	\$18.45	\$18.66	\$18.87
1041-2080 (75%)	\$16.05	\$16.28	\$16.46	\$16.65
347-1040 (70%)	\$14.98	\$15.19	\$15.37	\$15.54
0-346 (65%)	\$13.91	\$14.10	\$14.27	\$14.43
Order/Assembly (90% of Journeyman)				
Thereafter percentage of category	\$19.26	\$19.53	\$19.76	\$19.98
3121-4160 (90%)	\$17.33	\$17.58	\$17.78	\$17.98
2081-3120 (85%)	\$16.37	\$16.60	\$16.80	\$16.98
1041-2080 (75%)	\$14.45	\$14.65	\$14.82	\$14.98
347-1040 (70%)	\$13.48	\$13.67	\$13.83	\$13.99
0-346 (65%)	\$12.52	\$12.69	\$12.84	\$12.99
Order/Assembly 11, Driver (84.64% of Journeyman)				
Thereafter percentage of category	\$18.11	\$18.37	\$18.58	\$18.79
3121-4160 (80%)	\$14.49	\$14.70	\$14.86	\$15.03
2081-3120 (75%)	\$13.58	\$13.78	\$13.93	\$14.09
1041-2080 (70%)	\$12.68	\$12.86	\$13.01	\$13.15
347-1040 (60%)	\$10.87	\$11.02	\$11.15	\$11.50
0-346 (50%)	\$9.32	\$10.50	\$11.00	\$11.50
Deli Sales Clerk				
Thereafter	\$18.11	\$18.37	\$18.58	\$18.79
2601-3120 (80%)	\$14.49	\$14.70	\$14.86	\$15.03
2081-2600 (75%)	\$13.58	\$13.78	\$13.93	\$14.09

1561-2080 (70%)	\$12.68	\$12.86	\$13.01	\$13.15
1041-1560 (60%)	\$10.87	\$11.02	\$11.15	\$11.50
0-1040 (50%)	\$9.32	\$10.50	\$11.00	\$11.50
Clean-Up				
Year (Journey Increase)	\$14.25	\$14.55	\$14.80	\$15.05
181-360 Days	\$12.41	\$12.60	\$12.79	\$12.98
91-180 Days	\$11.98	\$12.15	\$12.32	\$12.49
0-90 Days	\$11.34	\$11.49	\$11.64	\$11.79

LETTER OF UNDERSTANDING #1

DUES CHECK-OFF

1. Add initiation and uniform dues through payroll deduction as follows:

a. Union Dues Check-Off

On a monthly basis the Employer agrees to deduct uniform dues and initiation fees from the paycheck of those covered employees whose individual written unrevoked authorizations are on file with the Employer and to transmit the amounts so deducted to the Union within twenty (20) days of such deductions. Said deduction authorizations shall be in such form as to conform with Section 302(c) of the Labor Management Relations Act of 1947.

b. Authorized initiation fees will be deducted in three (3) equal installments and remitted to the Local Union monthly.

c. It is understood the Employer is not liable in any manner if the employee is not on the payroll at the time deductions are being processed.

d. Indemnify and Hold Harmless:

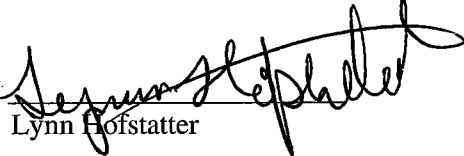
The Union shall indemnify and hold the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company in reliance upon signed authorization cards furnished to the Company by the Union or for the purpose of complying with any of the provisions of this Article.

2. The involved Employer shall be granted a reasonable period to adopt administrative and payroll procedures to accommodate this agreement.

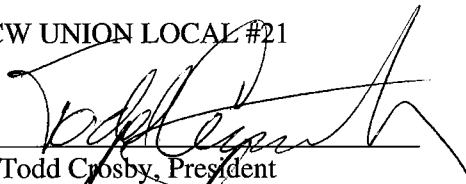
3. Active Ballot Club - For employees who voluntarily authorize a contribution to the UFCW Active Ballot Club political action committee, the Employer agrees to deduct the authorized amount each payroll period on a payroll deduction basis and forward same to the Union monthly.

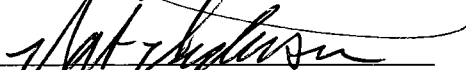
CONFIRMED: 9/7/16 (date)

BAVARIAN MEAT COMPANY

BY 
Lynn Hofstatter

UFCW UNION LOCAL #21

BY 
Todd Crosby, President

BY 
Patrick Pedersen, Union Negotiator

THE UNION DIFFERENCE

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

A Voice at Work

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

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

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 44,000 other members of UFCW 21.

Statement of Your Right to Union Representation (Weingarten Rights)

“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.”

Know Your Rights:

- Fair Treatment and Respect
- Family and Medical Leave
- Union Representation

Learn more about your rights:

www.ufcw21.org

Our mission: building a powerful Union that fights for economic, political and social justice in our workplaces and in our communities.

VISIT UFCW21.ORG:

SCHOLARSHIP INFO | BARGAINING UPDATES | STEWARD TRAININGS | HELPFUL MEMBER RESOURCES | ACTIONS INFORMATION ON YOUR RIGHTS | AND MORE...

UFCW 21

Todd Crosby, President • Faye Guenther, Secretary-Treasurer

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Silverdale: 3888 NW Randall Way #105, Silverdale, WA 98383, Phone 360-698-2341, Fax 360-662-1979
Spokane: 1710 N Calispel, Spokane, WA 99205-4808, Phone 509-340-7369, Fax 509-624-1188**