

Agreement by and between

# **UFCW 21 and Bimbo Bakeries USA**



**Effective 7/10/2016 – 7/13/2019**



# 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 46,000 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.

My Union Representative:

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My Union Steward:

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**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.**

## AGREEMENT

by and between

Bimbo Bakeries USA.  
and

UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 21 Chartered by  
UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL

This Agreement is entered into by and between Bimbo Bakeries USA, hereinafter referred to as the "Company", and the United Food and Commercial Workers Union Local 21, hereinafter referred to as the "Union".

It is the intent and purpose of the Company and the Union to promote and improve Labor Management relations between them and to set forth herein the basic terms of agreement covering wages, hours and conditions of employment to be observed by the parties of this Agreement.

In consideration of the mutual promises and agreements between the parties hereto, and in consideration of their mutual desire in promoting the efficient conduct of business and in providing for the orderly settlement of disputes between them, the parties to this Agreement agree as follows:

### ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

1.1 The Company hereby recognizes, during the term of this Agreement, the Unions as the sole and exclusive collective bargaining agency for units consisting of bakery outlet thrift store sales employees located within their respective jurisdictions. With respect to rates of pay, hours and other conditions of employment, except and excluding supervisory employees within the meaning of Section 2 (11) of the National Labor Relations Act as amended. Subject to the preceding exclusions and the terms of Section 15.1 of Article 15, all work of handling and selling of merchandise in such bakery thrift stores covered by this Agreement shall be performed only by employees of the Company within the unit referred to above for which the Unions are recognized as the sole Collective Bargaining Agencies by the Company.

1.2 This clause incorporates past and present practice with respect to jurisdiction as has been for many years recognized by both parties hereto.

### ARTICLE 2 - UNION SECURITY

2.1 Pursuant to and in conformance with Section 8 (a) 3 of the Labor Management Relations Act of 1947, as amended, it shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement shall, on the thirtieth (30th) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union. For the purpose of this Article, the execution date of this Agreement shall be considered as its effective date.

2.2 The Company shall discharge any employee as to whom the Union, through its authorized representative, delivers to the Company a written notice that such employee is not in good standing in conformity with this Article. For the purpose of establishing uniform rules for the application of this paragraph of the Agreement, the parties agree as follows:

2.2.1 If a newly hired employee fails to apply for Union membership, or if an employee fails to comply with the requirements of continued membership as set forth above, the Union will serve a letter upon the Company requesting that such employee be terminated.

2.2.2 Upon receipt of a letter requesting termination of an employee who has not complied with Article 2 of the Agreement, the Company shall (on the same date if the employee is working on that date) immediately

notify such employee that if he has not complied with the Union membership requirements of Article 2 of the Agreement prior to the end of his next regular shift, his employment shall be automatically terminated.

2.2.3 The Union agrees to withdraw any letter of termination if an employee, with respect to whom such letter has been served, shall complete his membership requirements within the time limit specified in 2.2.1 and 2.2.2.

2.3 The Company agrees to furnish the Union with a monthly list of employees hired and/or terminated, or in lieu of such a list, to deliver to each employee a notice outlining the provisions of the foregoing paragraph of this Article 2. If the Company chooses to furnish a list of employees each month, such list shall be prepared to show new hires and terminations separately and to designate the employee's last and first name, middle initial, last four (4) digits of the employee's Social Security number, home address and telephone number and date of employment or termination. If the Company chooses to deliver to each employee a notice as referred to above, the Company shall be furnished a supply of such notices by the Union and postage prepaid envelopes. The original of any such notice shall be delivered to the Union and the first copy to the employee not later than fifteen (15) days following the date of employment.

2.4 No employee shall be disciplined or discharged except for just cause. The Company shall be the judge of the competency and qualifications of their employees and shall make such judgment fairly.

2.4.1 There exists one (1) ninety (90)-calendar day probationary period for new employees. If an employee is terminated during this probationary period, such terminations are not subject to the grievance procedure of this Agreement.

2.5 No employee shall be discharged or discriminated against for any lawful Union activity, including performing service on a Union committee outside of business hours or for reporting to the Union the violation of any provisions of the Labor Agreement, providing such activities shall not interfere with the normal performance of the employee's work, nor shall the employees covered by this Agreement be discriminated against for engaging in Union and/or protected concerted activity under the National Labor Relations Act, and shall have the right under this Agreement to arbitrate such discipline (including discharge) as for under the NLRA, provided all parties are mutually agreeable.

2.6 The Company agrees that it will not require any employee or prospective employee to take a polygraph (lie detector) test as a condition of employment or continued employment.

### ARTICLE 3 - SENIORITY AND AVAILABLE HOURS

#### 3.1 Attainment of Seniority

3.1.1 All employees shall attain seniority after ninety (90) calendar days with the Company.

3.1.2 Upon completion of this period, seniority shall date back to the last date of hire.

#### 3.2 Application of Seniority

3.2.1 Seniority shall be applicable on an individual store basis, except as otherwise provided for under Section 3.2.2, and shall apply to the extent provided for in this Article.

Where, on an individual store basis, there is a permanent elimination of positions within a store, the last employee hired shall be the first employee laid off. The affected employee so eliminated may displace the most junior employee of the Company in the same classification within the geographic jurisdiction covered by this Agreement. In the event of a store closure, the affected employees shall be considered laid off at the time of the closure.

In the event of store closure, those employees laid off will be given the locations of the least senior employees within the jurisdiction of the Union Local. The laid off employees shall be given the opportunity, by seniority, to bump into the store of the least senior employee. The first most senior affected person would have first option of bumping any of the corresponding least senior employees; the second most senior would have second option, and so on. Any employee failing to exercise their seniority bumping rights will be placed on layoff.

3.2.2 An employee's seniority shall not be broken in cases where the employee transfers to a different store with the same Company within the geographic jurisdiction covered by the Collective Bargaining Agreements between the Company and United Food and Commercial Workers Union Local No. 21 and United Food and Commercial Workers Union Local 367.

### 3.3 Layoff

3.3.1 Where there is a reduction of the number of employees performing comparable work, the last employee hired shall be the first employee laid off, provided qualifications and ability are equal.

### 3.4 Rehire

3.4.1 Where there is an increase in the number of employees performing comparable work, the last employee laid off from such comparable work shall be the first employee rehired. In the cases where two or more employees are laid off on the same day, the senior employee shall be the first rehired, provided qualifications and ability are equal.

3.4.2 Employees shall be required to inform the Company in writing of their current address and phone number, and with the exception of temporary rehires, employees rehired in accordance with 3.4.1 shall be notified in writing to report to work.

### 3.5 Loss of Seniority

3.5.1 Except as otherwise provided for in Article 4 - Leave of Absence, seniority shall be broken and the employee's services shall be terminated for the following reasons:

3.5.2 Voluntary quit;

3.5.3 Discharge in accordance with Section 2.4;

3.5.4 Absence caused by a layoff in excess of sixty (60) consecutive calendar days. Notwithstanding the above, employee(s) laid off due to the closure of their store will retain their seniority for 120 consecutive calendar days, unless they fail to exercise their seniority with the Company at their first opportunity, refuse to accept recall and/or accepts employment with the purchaser.

3.5.5 Absence caused by an illness or non-occupational accident of more than one hundred twenty (120) consecutive days;

3.5.6 Absence caused by an occupational accident of more than twelve (12) consecutive months unless a longer period is agreed upon between the Company and the Union;

3.5.7 Failure to report to work within seventy-two (72) hours following the postmark of the written notice referred to in Section 3.4.2 mailed to employee's last known address; and

3.5.8 Failure to report to work immediately following a Leave of Absence as provided for under Article 4.

### 3.6 Reduction of Hours

3.6.1 Regular employees shall not have their hours arbitrarily reduced for the purpose of increasing the working hours of regular part-time employees or assigning such hours to new hires or extra employees.

### 3.7 Available Hours

3.7.1 The Company may arrange weekly work schedules to accommodate the needs of the business, and senior employees performing comparable work shall be offered the most weekly hours up to a maximum of forty (40) hours per week. Provided qualifications and ability are equal, the senior employee is available to perform the work, and the employee has notified management in writing of his or her

desire for additional hours of work. Nothing herein shall be construed as a guarantee of daily or weekly hours of work.

### 3.8 Definitions

3.8.1 "Provided Qualifications and Ability are Equal" - It is understood and agreed that the term "provided qualifications and ability are equal" shall mean that if two (2) employees have the same qualifications and abilities, the senior employee has priority.

### 3.9 Liability

3.9.1 It is understood and agreed that the employee will not be entitled to request wages under the provisions of this Article except to the extent of time lost, commencing with the weekly work schedule next following receipt of the Union's written notification to the Company of the claim, in accordance with Article 16. Provided that if less than three (3) days remain prior to the posting of the weekly work schedule in accordance with Section 5.7 when the Company receives notification, the Company's liability, if any, for time lost shall commence with the second next work schedule and thereafter until resolved.

## ARTICLE 4 - LEAVE OF ABSENCE

4.1 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:

4.1.1 Illness or non-occupational injury which requires absence from work.

4.1.2 Pregnancy; and

4.1.3 Serious illness or injury in the employee's immediate family. Length of such leave shall not exceed thirty (30) days.

4.2 Leaves for personal reasons may be granted at the sole discretion of the Company to employees regardless of length of service.

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

4.3.1 Reason for such request;

4.3.2 Date leave is to begin; and

4.3.3 Date of return to work.

4.4 Any leave of absence, with the exception of Section 4.1.3 and 4.5, may run to a maximum of six (6) months.

4.5 Leaves due to occupational injury shall be granted for a period up to twelve (12) months unless a longer period is agreed upon between the Company and the Union.

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

4.6.1 A doctor's certificate verifying that the employee is able to resume his normal duties must be furnished if requested by the Company.

4.6.2 The employee shall then return to the job previously held or to a job comparable with regard to rates of pay, on the first weekly schedule prepared after the Company has received notice in writing of the employee's availability.

4.7 Any employee who fails to return to work at the end of a leave of absence shall be terminated as provided for under Section 3.5.7.

#### ARTICLE 5 - HOURS OF WORK AND OVERTIME

5.1 Forty (40) hours per week consisting of five (5) days of eight (8) consecutive hours each (exclusive of not more than one [1] hour out for lunch each day) shall constitute the basic straight-time workweek.

5.2 All hours worked in excess of eight (8) hours per day and forty (40) hours per week and before 6:00 a.m. or after 9:00 p.m. when the store is open for business shall be paid for at the rate of time and one-half (1-1/2). Where six (6) days, Monday through Saturday are worked in any one week, time and one-half (1-1/2) shall be paid for work on the day the least number of hours are worked.

5.2.1 Union Stewards shall be granted up to two (2) days off per calendar year to attend Union functions. No more than one (1) union steward per store location will be released at any given time. Such absences shall require two (2) weeks notice.

5.3 Premium Work: Work performed by employees on any of the following days or between the hours specified below shall be considered as premium work and paid for according to the premium rates set forth herein.

5.3.1 Sunday Premium - All employees shall receive time and one-half (1-1/2) the straight-time hourly rate for all hours worked on Sunday.

5.3.2 Holiday - Time worked on any holiday specified in this Agreement shall be paid for at time and one-half (1-1/2) the employee's straight-time wage rate in addition to any holiday pay to which the employee is otherwise entitled to under Article 7. This clause does not apply to the employee's birthday.

5.3.2(a) Employees required to work after 6:00 p.m. on New Year's Eve or Christmas Eve shall be entitled to time and one-half (1-1/2) for all hours worked after 6:00 p.m. on such days.

5.3.3 7:00 p.m. to 9:00 p.m. - The employee's regular rate of pay plus twenty cents (20¢) per hour. Schedules may be set for those employees designated to complete their shift at fifteen (15) minutes after 9:00 p.m. to facilitate closing the store, without the application of the premium set forth in Section 5.3.4.

5.3.4 9:00 p.m. to 6:00 a.m. The employee's regular rate of pay plus forty-five (45) cents (45¢) per hour, when the store is not open for business.

5.4 Rest Period: There shall be a rest period of at least ten (10) minutes in every continuous four (4)-hour period of employment. In the event that the one shift be less than four (4) hours and the other shift shall be four (4) hours or more, there shall be only one rest period, fifteen (15) minutes in the longer shift. No employee shall be required to work more than three (3) hours without a rest period. All rest periods shall be on the Company's time and shall cover time from stopping work and returning thereto.

5.5 Store Meetings: All time spent in store meetings called by the Company shall be considered as time worked.

5.6 Wage Statements: The Company agrees to furnish each employee, on regular established pay days, a wage statement showing the name of the employee, period covered, hours worked, rate of pay, total amount of wages paid and deductions made. Employees shall be required to enroll in direct deposit of their payments, including executing documents permitting the Company to execute the direct deposit program.

5.7 Work Schedules: The Company recognizes the desirability of giving his employees as much notice as possible in the planning of their weekly schedules of work and, accordingly, agrees to post a work schedule for a two (2) week period not later than 6:00 p.m. on Friday preceding the start of the workweek. It is understood that the work schedule may not be used to guarantee any specified number of hours of work to any employee and that the schedule may be changed in case of emergency; or by forty-eight (48) hours' notice to the employee; or by mutual agreement

between the Company and the employee. Provided, however, no employee shall be discriminated against for failure to enter into such mutual agreement.

5.7.1 The weekly work schedule shall include the period designated as the meal periods required by this Agreement. Lunch hours shall be as close to the middle of the shift as possible.

5.7.2 If scheduled employees are required to work more than one-half (1/2) hour in excess of the posted schedule for that day, such employee shall be entitled to receive a thirty-five cent (35¢) per hour premium for all hours worked in excess of the posted schedule.

5.7.2(a) This provision shall not apply if the additional scheduled hours were changed in accordance with the terms of Section 5. 7.

5.7.2(b) In the event the employee works more than eight (8) hours, the highest applicable premium shall apply and there shall be no compounding of premium and/or overtime pay.

5.8 Unless mutually agreed upon between the Employee and the Company, no current or future employees will be scheduled for a split shift. Provided further, any split shift mutually agreed upon between the employee and the Company shall not violate any provision of this Agreement, including but not limited to Article 3.

#### ARTICLE 6 – CLASSIFICATIONS AND MINIMUM RATES OF PAY

6.1 The classifications and hourly rates of pay shall be set forth in Appendix "A" attached hereto and by this reference made a part hereof.

6.2 There shall be a Lead Salesperson working full time in each store or department of a store which employs two (2) or more salespersons a total of sixty (60) hours or more per week.

6.3 For the purpose of computing months of experience and determining length of service wage adjustments under Appendix "A", one hundred seventy-three and one-third (173-1/3) compensable hours of employment with the current Company shall be counted as one (1) month's experience, provided that no employee shall be credited for more than one hundred seventy-three and one-third (173-1/3) hours of experience in any one calendar month. All wage adjustments required by the application of this Section shall be effective on the closest Sunday.

6.3.1 The pay bracket formula is based entirely on actual hours of comparable experience in the retail industry, experience that is absolutely essential for proper understanding of the responsibilities and satisfactory performance of the job or position. However, for those apprentices who go into the military service prior to becoming a Journeyperson, such employee will be re-employed at the next higher wage rate above his rate at the time of entry into the military service if the employee applies for re-employment within ninety (90) days following discharge.

6.4 No Journeyperson shall be discharged by a Company for the purpose of replacing a Journeyperson with a less senior employee.

6.5 Where an employee is hired where comparable past experience is applicable, all past experience shall apply if the comparable past experience has been within two (2) years previous to employment.

6.5.1 Comparable past experience for employees who were formerly Journeypersons shall be applied as follows:

Those employees who have not worked for the past:  
0-2 years shall be considered Journeyperson  
2 years - 3years shall be considered 90% Journey Rate  
3 years - 4 years shall be considered 80% Journey Rate  
4 years - 5 years shall be considered 70% Journey Rate

6.5.2 This shall not preclude a Company hiring new employees at a scale in excess of the aforementioned brackets.



6.6 All employees, except in cases of emergency beyond the Company's control due to an act of God or failure of public utilities, or where the employee is unable to work four (4) hours on a particular day, shall receive not less than four (4) continuous hours work or equivalent compensation in any one (1) day ordered to report for work, compensation to begin at the time of reporting for duty.

6.7 It is expressly understood that employees receiving more than the minimum compensation or enjoying more favorable working conditions than provided for in this Agreement, shall not suffer by reason of signing or adoption; provided that the terms and intent of this paragraph shall not apply to the matters of Health and Welfare, Sick Leave and Pension benefits.

6.8 Employees who are assigned to work at two (2) or more locations on a given day shall be compensated at the current IRS rate for prescribed travel between locations. All time spent in travel shall be considered time worked and compensated for in accordance with the requirements of Article 5.

#### ARTICLE 7 - HOLIDAYS

7.1 The following days shall be considered holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Where the date of any holiday falls on Sunday, the Monday following shall be observed.

7.1.1 The holidays set forth in Section 7.1 shall be observed as holidays on the date established for each by Federal legislation. The holidays set forth in Section 7.1 shall be observed as holidays by an employee after they have passed their probationary period of ninety (90) calendar days.

7.2 Employees with one (1) year of service with the Company shall receive three (3) personal holidays per calendar year in addition to those set forth in paragraph 7.1. The personal holidays may be taken at any time mutually agreeable between the employee and the Company.

7.3 Employees, provided they normally work the hours as specified below, who work during the week in which the holiday occurs and report for work their last scheduled working day preceding and their next scheduled working day immediately following the holiday, shall be paid for holidays specified in Section 7.1 and 7.2 of this Article, not worked on the following basis. Provided that in any event if the preceding qualifications for holiday pay are met by the employee and he works thirty-two (32) or more hours in the holiday week, he shall receive eight (8) hours of holiday pay.

7.3.1 Hours normally worked per week shall mean the employee's average weekly hours for the last eight (8) weeks of work prior to the holiday (week) or date of hire, whichever is applicable.

7.3.2 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 preceding the holiday and within the seven (7) calendar days following the holiday.

Hours Normally Worked Per Week	Hours of Holiday Pay
12 to 24	4
24 to 32	6
32 or more	8

7.4 Employees who qualify for holiday pay as specified in Section 7.3 of this Article shall be paid time and one-half (1-1/2) in addition to such holiday pay for work performed on holidays named in Section 7.1 of this Article. Employees who do not qualify for holidays pursuant to Section 7.3 of this Article shall receive time and one-half (1-1/2) for work performed on such holidays, provided this shall not apply to the employee's birthday.

7.5 Holidays, either worked or not worked, shall not be considered as days worked for the purpose of computing weekly overtime except in the case of employees who normally work six (6) days per week, totaling at least forty-four (44) hours per week.

## ARTICLE 8 - VACATION

8.1 All employees who work 800 hours per year shall be given vacations in accordance with the following schedule:

After 1 year of continuous employment: 1 week  
After 2 years of continuous employment: 2 weeks  
After 5 years of continuous employment: 3 weeks  
After 12 years of continuous employment: 4 weeks

8.2 Vacations will be scheduled by seniority. Vacations may be taken at any time during the year, provided, however, the Company shall have the privilege of designating the number of employees who can be off for a vacation at any one time.

8.3 Employees shall receive vacation pay at the rate of pay in effect at the time of taking a vacation based upon the average weekly hours in the preceding anniversary year.

8.4 Time not worked up to a maximum of 160 hours per year due to illness or accident shall be counted as time worked for the purpose of computing vacation pay. (Vacations and holidays will be considered as time worked.)

8.5 If, after one or more year's service, the employee's services are terminated, he/she shall be paid for vacation time earned on a prorated basis of one (1) day for each five (5) weeks worked for which vacation time has not been paid or awarded. Employees eligible for three (3) weeks' vacation at the time of termination shall receive one (1) day's vacation for each three and one-half (3-1/2) weeks worked for which vacation time has not been paid or awarded. Employees eligible for four (4) weeks' vacation at the time of termination shall receive one (1) day's vacation for each two and one-half (2-1/2) weeks worked for which vacation time has not been paid or awarded.

8.6 Employees who are terminated for proven dishonesty or drinking in relation to employment shall not receive prorated vacation pay.

8.7 In case of transfer of ownership of a store, the employee's vacation credits shall not be interrupted.

8.8 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 Company, employee and Union, this provision may be waived.

8.9 Employees whose vacations are scheduled during a holiday week shall receive holiday pay provided for under the terms of Article 7 of this Agreement, in addition to vacation pay.

8.10 The Company agrees to pay earned vacation pay prior to vacation if requested by the employee on a timely basis.

8.11 All vacations shall be scheduled by seniority and all weeks of vacation may be taken separately or consecutively as mutually agreed to between the employee and the Company.

8.12 Employees shall receive their vacation pay the week prior to the actual vacation week.

## ARTICLE 9 - SICK LEAVE

9.1 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 Company) 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 off-the-job.

9.2 Sick Leave pay shall be accrued by an employee based upon the average weekly hours worked in the preceding anniversary year.

9.3 Sick leave pay, to the extent it has been earned, shall begin on the second (2nd) normally scheduled working day of illness or injury off-the-job or the first (1st) normally scheduled working day, if the employee is hospitalized on such first (1st) normally scheduled working day of illness 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 current regular straight-time rate for the employee's average hours up to eight (8) hours per day; and (2) not more than five (5) days' sick leave shall be required in any one (1) workweek. Day surgery will qualify for first day of sick leave. This does not include dental surgery.

9.4 Sick leave pay shall be cumulative from year to year, but not to exceed a maximum of two hundred (200) hours. Sick leave pay must be earned by employment with one Company.

9.4.1 Employees with a full sick leave bank at retirement shall receive a fifty percent (50%) payout of the sick leave bank on retirement.

9.5 A doctor's certificate or other authoritative verification of illness may be required by the Company and, if so, must be presented by the employee not more than forty-eight (48) hours after return to work.

9.6 Any employee found to have abused sick leave benefits 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.

9.7 Sick leave benefits shall apply only to bona fide cases of illness and injury off-the-job and shall not apply to on-the-job accidents which are covered by Article 13 of this Agreement.

9.8 Employees shall be permitted family leave in accordance with RCW 49.12 on the same terms and conditions (including eligibility requirements) as provided in Section 9.1 through 9.7.

#### ARTICLE 10 - FUNERAL LEAVE

10.1 Employees of less than one (1) year employment will be allowed time off without pay to attend funerals for the immediate family as defined below. After their first year of employment, employees who are regularly employed twenty (20) hours or more per week shall be allowed up to three (3) days off with pay for loss of their normal scheduled hours of work, provided the employee attends the funeral. Funeral leave will be paid only with respect to a workday on which the employee would otherwise have worked and shall not apply to an employee's scheduled days off, holidays, vacation, or any other day in which the employee would not, in any event, have worked. Scheduled days off will not be changed to avoid payment of funeral leave. Funeral leave shall be paid for at the employee's regular straight-time hourly rate. Immediate family shall be defined as spouse, son, daughter, mother, father, current step-mother, current step-father, brother, sister, mother-in-law, father-in-law, grandchildren and grandparents.

#### ARTICLE 11 - JURY DUTY

11.1 After their first (1st) year of employment, employees who are regularly employed twenty (20) hours or more per week who are called for service on a District Court, Superior Court, Municipal or Federal District Court 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 reason of such service up to a limit of eight (8) hours per day and forty (40) hours per week and one hundred twenty (120) hours within any calendar year. 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 to report to his place of work and work at least one-half (1/2) of his normal workday. Employees who have served a full day as juror, and who are scheduled to commence work after 9:00 p.m., shall not be required to report to work that day. In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of jury pay received.

## ARTICLE 12 – HEALTH AND WELFARE / DENTAL & VISION BENEFITS

12.1 The Company and the Union agree to be bound by the terms of the Trust Agreements, which created the Sound Health and Wellness Trust, as initially executed on June 18, 1957, or the Trust Agreement which established the Sound Health and Wellness Trust, initially adopted December 3, 1998, as applicable, by all subsequent revisions or amendments thereto, and by all policies and other conditions of participation and eligibility, which may be established from time to time by the Plan Document, the Trusts' Rules and Regulations, the Summary Plan Description, and other pertinent procedures, practices, and Trustee actions. The Company accepts the Company Trustee members of the Board of Trustees, and their duly appointed successors, as its representatives for purposes of managing the Trust. The Union accepts the Labor Organization Trustee members of the Board of Trustees, and their duly appointed successors, as its representatives for purposes of managing the Trust.

Adoption of Health and Welfare Labor Agreement: The Company and the Union agree to be bound by the Health and Welfare Labor Agreement, effective May 2007, by and between Allied Employers, Inc. and UFCW Union Locals 21, 367, UFCW International, and Teamsters Union Local 38, and by all subsequent revisions or amendments thereto.

12.2 Companies 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 and 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.

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 and Wellness Trust in accordance with the terms and provisions of the Trust Agreement creating the Sound Health and Wellness Trust, dated June 18, 1957, and may be subsequently amended.

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

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.

Notwithstanding the forgoing Section, the Board of Trustees of the Sound Health and 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 case, the one hundred seventy-three (173) hour maximum shall be appropriately adjusted, as directed by the Trustees, provided that in no event shall the Company's total obligation be different than what it would have been on a calendar 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.

12.3 Effective upon ratification, the Company agrees to pay the employee's weekly contribution up to five dollars (\$5.00) per week for individual coverage, thirteen dollars (\$13.00) per week for employee and child(ren), thirteen (\$13.00) per week for employee and spouse, and up to thirteen (\$13.00) per week for family coverage. However, the Company will pay up to three dollars (\$3.00) for an employee with single coverage under the HMO plan. Any additional amount under this Section will be paid by the employees.

### 12.3.1 Health and Welfare/Dental

The Company agrees to continued participation in the Sound Health and Wellness Trust and all relevant revisions thereto, including benefit modifications adopted during the 2016 Grocery Negotiations.  
Funding the Plan - Company Contributions

Effective May 2016 hours the Company shall contribute up to four dollars and sixty cents (\$4.60) per compensable hour into the Sound Health and Wellness Trust.

Effective May 2017 hours, the Company shall pay up to four dollars and eighty four (\$4.84) per compensable hour into the Sound Health and Wellness Trust.

Effective April 2019 hours, the Company shall pay up to maximum five dollars and ten cents (\$5.10) per compensable hour into the Sound Health and Wellness Trust.

12.4 All future MOB increases exceeding the above-referenced Company maximum contribution rates will be deducted from the employee's wages. At the end of each applicable calendar month, the Company will determine the amount of such deduction by calculating the individual employee's compensable hours worked within that given month, times the cents per hour contribution rate in excess of the specified Company maximum contribution, not to exceed a maximum of one hundred seventy-three (173) hours per calendar month.

12.5 A lump sum contribution will be deducted from the employee's wages in the month following said specified month worked which exceeds the Company's maximum contribution liability.

12.6 It is understood and agreed by the parties that the contribution rates referred to in 12.3 do not include the three cents (\$.03) per compensable hour contribution to the Retiree Welfare Trust and that said contribution is in addition to those amount specified and is to be paid solely by the Company.

#### ARTICLE 13 – STATE INDUSTRIAL INSURANCE

13.1 All employees shall be covered under Washington State workman's industrial accident compensation or guaranteed equal coverage.

#### ARTICLE 14 - RETIREMENT PROGRAM

14.1 Each Company and the Union agree to be bound by the terms and provisions of that certain Trust Agreement creating the Retail Clerks Pension Trust Fund dated January 13, 1966, and as subsequently amended. Further, each Company accepts as his representatives, for the purpose of such Trust Fund, the Company 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.

14.2 The Company shall continue to pay sixty-five cents (65¢) per compensable hour (maximum of one hundred and seventy-three [173] hours per calendar month per employee) into the Retail Clerks Pension Trust on account of each member of the bargaining unit. These monies shall be used by the Board of Trustees to provide pension benefits to eligible employees.

14.2.1 The Company agrees to contribute an additional "supplemental" contribution of ten cents (\$.10) per hour for each contributory hour. A reduction, if any, in the supplemental contribution shall be done on the same basis as the Grocery Retail Clerks.

14.2.2 The Company will contribute the following amounts:

	All Classifications
Base	\$0.65
Pre-PPA Supplemental	\$0.10
Past Rehab Increase	\$0.33
Current Total	\$1.08

Rehab Plan Increases This Term	
Jan. 2017 hours	\$1.186
Jan. 2018 hours	\$1.292
Jan. 2019 hours	\$1.398

14.3 The term "compensable hour" shall have the same meaning as set forth in Article 12.

14.4 The contribution referred to in Section 14.2, 14.3 and 14.4 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.

14.4.1 The Board of Trustees of the Retail Clerks Pension 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 Company'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.

14.5 The provisions of Section 16.3 of Article 16 of this Agreement shall, in no way, apply to or affect the Company's obligation to pay contributions to this Trust Fund.

14.6 Western Employees Benefit Trust - 401(K) Plan.

Effective January 1, 2002, the Company agrees to participate in the Western Employees Benefit Trust-401(k) Plan. The Company's obligations to the Plan are limited to:

1. The timely execution of the Plan's Subscriber Agreement.
2. The timely eligible payment of that portion of their wages eligible employees elect to pay into the Plan.
3. Eligibility shall be limited to regular employees covered by the Collective Bargaining Agreement who have completed one (1) year of service with the Company and who maintain eligibility status as defined in the Summary Plan Description.
4. Participation in this Plan is on a voluntary basis, and eligible employees shall be responsible for the Trust Fund Administrative Fee.

#### ARTICLE 15 - GENERAL CONDITIONS

15.1 The Company shall not permit demonstrators, salesmen or other employees of a supplier to perform work of store clerks. Demonstrators assigned to a store by a supplier shall confine themselves to the particular items being demonstrated and wear clothing or carry some badge identifying them with the product or firm for which the demonstration is made.

15.2 All gowns, aprons and uniforms required by the Company shall be furnished and kept in repair by the Company and, except where the garment is of drip-dry material, the Company shall pay for laundering of the same.

15.3 It is the desire of both the Company and the Union to avoid, wherever possible, the loss of working time by employees covered by this Agreement. All contacts will be handled so as to not interfere with the employee's duties or with service to the customers.

15.4 The Union may issue a Union store card and/or window decals to the Company. Such Union store cards and decals are and shall remain the property of the United Food and Commercial Workers International Union, and the Company agrees to surrender said Union store cards and/or decals to an authorized representatives of the Union on demand in the event of failure by the Company to observe the terms of this Agreement.

15.4.1 The Company shall display such Union store cards and/or decals in conspicuous areas accessible to the public in each establishment covered by this Agreement.

15.5 The Company shall furnish to the Union, on written request, a copy of the payroll records of all bargaining unit employees, but not more than one (1) payroll record need be furnished during a twelve (12)-month period.

15.6 The Company agrees to notify the Union of the sale or closure of a store at least thirty (30) days in advance, whenever practical. Reasons where the 30-day notice is not practical may include, but are not limited to, lease contingencies, financing arrangements, or finalization of the buy/sell arrangements.

#### ARTICLE 16 - GRIEVANCE PROCEDURE

16.1 All matters pertaining to the proper application and interpretation of any and all of the provisions of this Agreement shall be adjusted by the accredited representative of the Company and the accredited representative of the Union. In the event of the failure of these parties to reach a satisfactory adjustment within seven (7) days from the date the grievance is filed in writing by either party upon the other, the matter shall be referred for final adjustment to a Labor Relations Committee selected as follows: Two (2) members from the Company and two (2) members from the Union. In the event the Labor Relations Committee fails to reach an agreement within twenty-one (21) days from the date a grievance is filed in writing by either party upon the other, the four (4) shall select a fifth member or they shall request the Federal Mediation and Conciliation Service to submit a list of eleven (11) names of qualified arbitrators from which the Labor Relations Committee shall select a fifth member, who shall be chairman, and the decision of this committee shall be binding on both parties. The Labor Relations Committee as thus 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 in dispute.

16.2 During the process of making adjustments under the rule and procedures set forth in 16.1 above, no strike or lockout shall occur.

16.3 Except as provided for in Sections 16.3.2 and 16.3.3, no grievances or claim of violation of this Agreement shall be recognized unless presented in writing within thirty (30) days from the date of the occurrence causing the complaint or grievance, except in cases where report of the grievance has been suppressed through coercion by the Company.

16.3.1 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 grievance was filed in writing.

16.3.2 Where there is an automatic wage bracket adjustment due under the terms of Appendix "A", the period of adjustment shall be one (1) year from the date the grievance was filed in writing.

16.3.3 In cases involving discharge, the grievance must be filed within fifteen (15) days from the date of discharge.

16.4 The Company and the Union shall make available to the other pertinent data necessary for the examination of all circumstances surrounding a grievance. The Arbitrator shall be empowered to effect compliance with this provision by requiring the production of documents and other evidence.

#### ARTICLE 17 - NO STRIKES OR LOCKOUTS

17.1 During the life of this Agreement, the Union agrees not to engage in any strike or stoppage of work and the Company agrees not to engage in any lockout. It shall not be a cause for discharge or discipline, and it shall not be a violation of this Agreement for an employee to refuse to cross a primary labor union picket line at the Company's premises that has been established to support a legal strike, provided the picket line is approved by the UFCW Local Union in whose geographic jurisdiction the dispute is located.

17.1.1 If contract negotiations extend past the expiration date of the labor contract, the Union agrees to notify the Company in writing seventy-two (72) hours prior to engaging in a strike, and the Company agrees to notify the Union in writing seventy-two (72) hours prior to initiating a lockout.

#### ARTICLE 18 - SEPARABILITY

18.1 It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses and phrases of this Agreement are separable and if any phrase, clause, sentence, paragraph or section of this Agreement shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction because of the conflict with any Federal or Washington State law, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement, and the balance of this Agreement shall continue in full force and effect.

18.2 The parties hereto agree that substitute provisions conforming to such judgment and decree shall be incorporated into this Agreement within thirty (30) days thereafter.

#### ARTICLE 19 - DUES AND FEES CHECK-OFF

19.1 The Company agrees during the life of this Agreement, upon receipt of an executed check-off form to deduct from the employee's earnings each month an amount equal to the regular monthly Union dues, initiation fees, (in equal installments during a 90-day period), reinstatement fees, due the UFCW Local Union which have accrued in the past and which accrue in the future, such amounts to be transmitted to the Union on or before the tenth (10th) day of each month.

19.2 The Union agrees to supply the Company with the amounts of Union dues, initiation fees, reinstatement fees or assessments applicable to each individual as the case may warrant. In no event will the amount deducted exceed the total of one (1) month's dues plus fifty dollars (\$50.00).

19.3 The Company agrees to request all employees to fill out and sign, check-off authorization forms, which are to be supplied by the Union.

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

#### ARTICLE 20 - CREDIT UNION DEDUCTION

20.1 The Company agrees during the life of this Agreement to provide for a system of payroll deductions of Credit Union monies. Said monies shall be transmitted to the UFCW Northwest Credit Union within ten (10) working days of each payroll period, provided the employee authorizes the Company to make such deduction on a form supplied by the Credit Union.

#### ARTICLE 21 - SEVERANCE PAY

21.1 Employees displaced and terminated due to the closing of a plant or depot and the discontinuance of its operations or due to the introduction of labor-saving equipment shall be entitled to severance pay, subject to the following requirements and qualifications:

21.2 Only employees with three (3) years' continuous service with a particular Company shall be eligible for severance pay. Eligibility for benefits shall commence at the end of the fourth (4th) year of continuous employment with Bimbo Bakeries USA.

21.3 Upon becoming eligible as aforesaid, an employee so displaced shall be entitled to one-half (1/2) week's pay for each full year of continuous service including the three (3)-year qualification period.

21.4 The maximum benefit payable hereunder shall be twenty-three (23) half (1/2) weeks or eleven and one-half (11-1/2) full weeks' pay based upon twenty-three (23) full years of continuous service with a particular Company covered by this Agreement.



21.5 Severance pay as hereinabove provided will not be paid to:

21.5.1 An employee who is offered employment in the baking industry in the area of distribution of the Company.

21.5.2 An employee who voluntarily resigns.

#### ARTICLE 22 - NON-DISCRIMINATION

22.1 Neither the Company nor the Union shall discriminate against any employee or job applicant with respect to hiring, job tenure, promotion, or conditions of employment because of race, religion, color, national origin, sex, age, sexual orientation and gender identification, Vietnam era veteran status, disabled veteran status or disability. The use of pronouns "he" or "she" and suffixes "men" or "women" shall not be interpreted to refer to members of only one sex, but shall apply to members of either sex.

22.2 Americans with Disability Act: The seniority provisions of this Agreement are subject to the Company's duty under the Americans with Disability Act to accommodate the disability of a qualified employee or applicant with a disability. If the Company intends to make an accommodation pursuant to the ADA, the Company will provide the Union with notice and an opportunity to bargain with respect to any terms and conditions of employment of bargaining unit employees who would be affected by the proposed accommodation.

22.3 In the event one or more of the provisions in this Agreement are alleged to be in violation of any state or federal laws prohibiting discrimination in employment, including Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act, and the Washington Law Against Discrimination, the parties agree to submit such claims to the grievance and arbitration provisions set forth in Article 16.

#### ARTICLE 23 - SUBSTANCE ABUSE POLICY AND PROGRAM

It is the policy of the Company to maintain a safe, healthy and productive work environment for all employees, to produce quality products and provide quality services for customers to maintain the integrity and security of the workplace, and to perform all of these functions in a fashion consistent with their responsibilities to the communities which they serve.

Pursuant to these goals, an employee will be required to submit to a drug and alcohol screening test covering illegal substances and legal substances subject to abuse in each of the following instances:

- a) When an employee returns to work from a leave of absence for substance abuse rehabilitation;
- b) When an employee is involved or injured in an accident occurring on the job requiring medical treatment;
- c) When a manager and/or supervisor has reasonable grounds or cause to believe that the employee is impaired on the job. Reasonable grounds or cause will be based on specific and contemporaneous observations including, but not limited to, the employee's appearance, behavior and speech.
- d) When required by any applicable federal or state law.

An employee required to submit to a drug and alcohol screening test under this program shall report to (or be transported by the Company to) the test site promptly upon being requested to do so and shall execute all necessary consent forms required. Failure to do so will result in discharge. If the employee also requests, he will be entitled to have a Union Representative present. If an employee's test results are negative, they will be made whole for all lost time resulting from the testing requirements. If the test result is positive, the employee is subject to immediate termination unless the employee requests a leave of absence to participate in a rehabilitation program recommended by a medical or substance abuse professional. If the employee is eligible for such leave of absence and no other ground for termination of employment exists, the Company shall approve the request for leave of absence. After completing the rehabilitation program, the employee will be allowed to return to work upon passing a drug and alcohol screening test. Failure to submit to or pass any of the required drug and alcohol screening tests or any subsequent test will result in discharge.

It is the Company policy to provide an opportunity for assistance to employees having a drug and/or alcohol problem that is voluntarily disclosed. Accordingly, any employee who voluntarily discloses a drug and/or alcohol dependency problem to management prior to detection in a drug and alcohol screening test will be eligible for a medical leave of absence for drug and/or alcohol rehabilitation and, upon successful completion of the rehabilitation program, will be restored to his job and retain his seniority. This opportunity will only be available to an employee once during his or her employment.

This policy and program is subject to the limitations of state and local law, which to the extent inconsistent with this policy and program, shall govern.

ARTICLE 24 - DURATION OF AGREEMENT

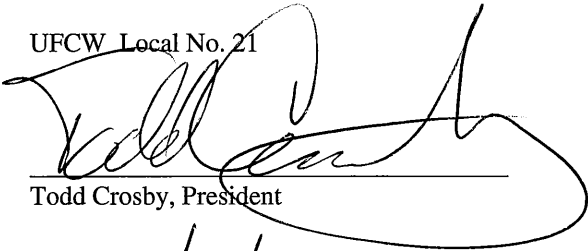
This Agreement shall be in full force and effect from and after July 10, 2016, through and including July 13, 2019, at which time it shall be automatically renewed for a period of one (1) year from said date, and thereafter for each year upon each anniversary of said date without further notice. Provided, however, that either party may open this Agreement for the purpose of discussing a revision within sixty (60) days prior to said expiration date of each anniversary thereof upon written notice being served upon either party by the other.

IN WITNESS WHEREOF, we attach our signatures this 7<sup>th</sup> day of December, 2016.

Bimbo Bakeries USA

UFCW Local No. 21

  
\_\_\_\_\_  
~~Ric Diaz, Senior Labor Relations Manager~~  
John Ontiveros Director

  
\_\_\_\_\_  
Todd Crosby, President

Date: 2/24/17

Date: 12/7/16

  
\_\_\_\_\_  
Patrick Pedersen, Negotiator

Date: 12/8/16

"Appendix A"

Apprenticeship rates shall be increased per the table below:

	7/10/16	7/9/17	7/8/18
Lead Salesperson	\$16.31	\$16.61	\$16.91
Journey person	\$15.30	\$15.55	\$15.80
3 <sup>rd</sup> Year 90% of Journey person Rate	\$13.77	\$13.99	\$14.22
2 <sup>nd</sup> Year 80% of Journey person Rate	\$12.24	\$12.44	\$12.64
1 <sup>st</sup> Year 70% of Journey person Rate	\$10.71	\$10.89	\$11.06

Apprenticeship employees on the payroll on the date of ratification shall be elevated to "Journey Person" classification and wage rate upon completion of 4,160 hours of employment.

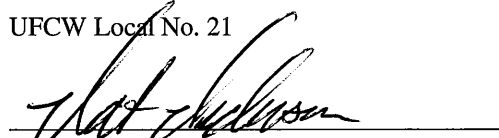
LETTER OF UNDERSTANDING #1  
(Renewed from September 12, 1995) To Convert to a Biweekly Payroll

This letter is to confirm that during the most recent negotiations between Entenmann's Sales Company, Inc., and UFCW Locals 21, 44, and 367 the following was agreed upon:

The Company (Oroweat) may convert to a biweekly payroll. Direct deposit of paycheck may be offered to employees. It is agreed that when this biweekly payroll is implemented, the company will provide a five hundred dollar (\$500.00) interest-free loan (up to a maximum of one [1] week's salary) during the conversion week, to be repaid at a rate of via payroll deduction during the next twelve (12) months. It being understood that if an employee leaves the company, all monies remaining on the loan will be deducted from the final check.

Please confirm this understanding by returning one signed copy of this letter to our office.

UFCW Local No. 21



Patrick Pedersen, Negotiator

Date: 12/8/16

Bimbo Bakeries USA



Ric Diaz, Senior Labor Relations Manager

*Juan Batizeros* Director

Date: 2/24/17

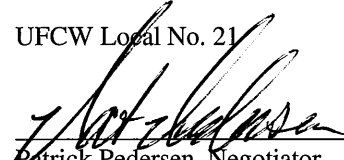
LETTER OF UNDERSTANDING #2

RETIREES HEALTH AND WELFARE

The parties agree to the following Retiree H&W per 2016 grocery settlement:

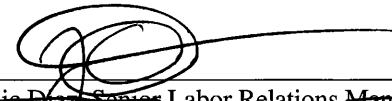
- Wind down and terminate the plan with assistance to current retirees, termination target date of 12/31/2018;
- Effective May 2016 hours, defer \$0.02 per hour from active H&W contribution for a total Retiree H&W contribution of \$0.03 per hour;
- Upon termination, or sooner if practicable, redirect \$0.02 per hour back to the active plan contribution and redirect \$0.01 per hour and any remaining assets from Retiree H&W to pension for funding purposes only.

UFCW Local No. 21

  
\_\_\_\_\_  
Patrick Pedersen, Negotiator

Date: 12/8/16

Bimbo Bakeries USA

  
\_\_\_\_\_  
~~Ric Diaz, Senior Labor Relations Manager~~  
John Ontiveros Director  
Date: 2/24/17

# 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 46,000 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](http://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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Phone 206-436-0210 / 800-732-1188, Fax 206-436-6700**

**Mt. Vernon: 1510 N 18th St, Mt Vernon, WA 98273-2604, Phone 360-424-5655, Fax 360-424-7909  
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**