

Agreement by and between **UFCW 3000** and **Bornstein Seafoods, Inc.**

Effective: 10/1/2022 - 9/30/2025

UFCW3000

Faye Guenther, President • Joe Mizrahi, Secretary-Treasurer





WEINGARTEN RIGHTS

Your Right to Union Representation

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

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

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

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

Discipline? Contract violations?

Call the Member Resource Center

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

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

Terminates: September 30, 2025

AGREEMENT
Between
BORNSTEIN SEAFOODS, INC.
and
UFCW, LOCAL NO 3000

UNITED FOOD AND COMMERCIAL WORKERS AFL-CIO, LOCAL UNION NUMBER 3000

This Agreement entered into this 1st of October 2022 by Local #3000 by and between BORNSTEIN SEAFOODS, INC. hereinafter to be known as the Employer, and the UNITED FOOD AND COMMERCIAL WORKERS, AFL-CIO, LOCAL UNION NO. 3000, party to the second part, hereinafter to be known as the Union, both parties agree to the following rules and conditions:

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

Section 1.01 The Employer recognizes Local Union #3000 as a sole and exclusive bargaining agent for all employees in production, packaging, freezing, salting, curing and any other form of processing fresh or frozen fish or seafood, and truck driver production employees; excluding all managerial, professional, supervisory, sales, clerical, retail sales (unless located at 1001 Hilton), quality control (QC) function, and maintenance employees. All work must be performed by a member of the bargaining unit with the exception of the plant manager and a maximum of four (4) foremen and/or quality control. In the event additional departments are added under Section 3.02, the aforementioned work exception for foreman shall be increased for each additional department.

ARTICLE 2 - UNION SECURITY

Section 2.01 It shall be a condition of employment that all employees of the Employer as 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 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 of the Union.

Section 2.02 Upon receipt of a letter requesting termination of an employee who has not complied with Article 2 of the Agreement, the Employer shall (on the same date, if the employee is working on that date) immediately notify such employee that if he/she has not complied with the Union membership requirements of Article 2 of the Agreement within 14 days from the date of written request for termination, his/her employment shall automatically be terminated.

Section 2.03 The Employer agrees to recognize the shop steward(s). Shop steward(s) shall be permitted to perform the duties specified by the Union which do not interfere with the employee's or other employees' regular employment.

Section 2.04 Union Leave Upon request of the Union, leaves of absence without pay for Union business not to exceed one (1) month, unless mutually agreed upon, may be granted by the Employer to employees regardless of length of service. Any request for a leave of absence under the terms of Section 2.04 shall be in writing and state the following information:

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

ARTICLE 3 - SENIORITY-DISCHARGE

Section 3.01 Seniority shall be defined as an employee's continuous length of service in the Company. An employee shall establish seniority after 90 calendar days from date of hire. The employee's seniority date shall be the latest date of hire. The period of time prior to the attainment of seniority shall be considered a probationary period; the layoff or termination of a probationary employee is not subject to the grievance procedure.

Section 3.02 A layoff shall be defined as removal from a job for lack of work for at least fourteen (14) consecutive days. The decision to layoff and recall will be determined by seniority unless merit and ability or other relevant factors would determine otherwise for the prudent and efficient management of the business. Seniority will be used to layoff and recall employees normally assigned to a job. Employees may be called back to perform work that is in a different classification than their regular position.

Section 3.02b Employees with seniority may exercise their "bumping" rights provided the employee seeking to bump is equally qualified to perform the work as the less senior employee who would be displaced. Qualified is defined as skills, physical demands, any disciplinary considerations, and attendance. An employee is limited to one (1) "bump" in any twelve (12) consecutive month period. Any employees displaced due to having been bumped would be given first consideration for future openings assuming the displaced employee has been a satisfactory employee.

Section 3.03 Temporary Job Assignment When employees are assigned to work in a job different from the employee's normal assignment, first preference will be given to senior employees who have satisfactorily performed the work in the past, and second preference to employees who have satisfactorily completed training for such work. The Company will make reasonable efforts to train employees to efficiently perform jobs outside their normal job.

Section 3.04 Discipline and Discharge. The Employer shall have the right to discipline or discharge employees for just cause. Employees shall have the right to have a Union Representative present during any formal disciplinary interview and may request reasonable postponement until a representative of the Union is available.

Section 3.05 The seniority of an employee shall be considered broken, all rights forfeited when the employee:

- A. Voluntarily leaves the service of the Company or is discharged for just cause.
- B. Fails to return to work when called or cannot be located by telephone at their last known address, or registered letter with a copy to the Local Union.
- C. In the case of accident or illness no lapse of seniority shall apply for a period of one year.
- D. The Company agrees to recognize the seniority rights of an employee when rehiring within six (6) months from date of layoff for lack of work. However, if an entire classification/department has not been called to work for a six (6) month period, any seniority employee from that department/ classification has the right to be recalled to work for that classification/department for up to twelve (12) months from the employee's date of layoff.

Section 3.06 A seniority list shall be posted in the plant by the Employer, and twice a year on request, a copy of same shall be sent to the Union. The list sent to the Union will include the current rate of pay of each employee. Additionally, a board will be placed in the Employee break room by the Employer on which

a seniority list will be displayed and updated every three (3) months. The Employer will provide employees with notification of which accrued hours is to be provided with each paycheck.

Section 3.08 Employees of one classification/department may temporarily perform work which overlaps and has customarily been performed by employees of another classification/department. This provision is intended to accommodate situations where insufficient work is available to call in the employees who would normally perform the work (less than four (4) hours).

Section 3.9 When a job vacancy occurs, the Employer will post the new position on the breakroom bulletin board internally for 5 days. Employees who have indicated to the Employer in writing that they wish to fill the vacant job shall be given the opportunity to fill the vacancy on the basis of seniority unless merit and ability or other relevant factors would determine otherwise. Employees advanced and unable to qualify within a reasonable period of time shall revert back to their original position. Employees transferring between classifications, except into filleters, shall retain their original seniority date from their previous classification/department. An employee's written request for a permanent transfer shall remain valid for sixty (60) days following submission of the request.

ARTICLE 4 - HOURS OF WORK AND OVERTIME

Section 4.01 The normal shift shall start between the hours of 5:00 a.m. and 7:30am. The normal lunch period for all crews shall be thirty (30) minutes; however, the Company may extend the lunch period up to sixty (60) minutes on an as-need basis by department or classification. The Company may extend the lunch period up to a total of two (2) hours for circumstances beyond the control of the Company that prevent work from being conducted; however, in no event can the 2 hour lunch period occur more than six (6) times per calendar year and/or more than one (1) time per calendar month.

Truck Drivers and Unloaders shall have a variable work shift.

Forty (40) hours shall constitute a week's work. The weekly pay period shall begin on Sunday a.m. and end on Saturday p.m. All work performed in excess of eight (8) hours per day, forty (40) hours per week, shall be paid at time and one half (1-1/2). It is understood that from time to time it may be necessary for the employer to start shifts at a later time depending on the availability of the product with no premium pay. For late starts, all work past 9 p.m. shall be voluntary. Employees may decline to work over ten (10) hours in any one work day on the third and subsequent occurrences within a work week. If more than ten (10) hours is to be worked in any work day, the Company will post a notice to that effect prior to 4:00 p.m. All work over twelve (12) hours per day shall be paid at double time (2T).

Section 4.01.a When called for unloading or truck driving work, employees will not be subject to the regular shift times outlined in paragraph 4.01 of the Agreement. Unloaders will receive the applicable plant wage rate for hours worked in the plant.

Section 4.02 The following rules shall govern Saturday and Sunday work:

- A. All Sunday work shall be paid at the rate of time and one-half (1-1/2).
- B. An employee called to work on Saturday or Sunday shall be guaranteed four (4) hours work or four (4) hours pay at the appropriate rate.
- C. All work over eight (8) hours or past 5:00 p.m. on Sunday shall be on a voluntary basis.
- D. Employees shall have the option of notifying the Company of their unavailability to work on up to twelve (12) calendar days per calendar year. The employee must notify the Company in writing by

4:00 p.m. on the Monday preceding any weekend day(s) for which the employee desires to be excused. The Company shall confirm the excused day no later than 4:00 p.m. on the Tuesday preceding the weekend day(s) requested. For weekdays, the employee must give a minimum of one (1) week's written notice; the Company shall confirm on the workday following submission of the request. The Company may limit the number of excused employees per weekend day to fifteen percent (15%) of any one crew (.4 rounded down, .5 rounded up) with a minimum of one (1) per crew. An employee's desired excused day, once confirmed by the Company, shall be considered one of the employee's twelve (12) excusable days per calendar year whether or not the Company actually works on that day.

Section 4.03 It is understood that daily and weekly hours do not compound or "pyramid" for purposes of overtime.

Section 4.04 Additional shifts shall be paid a differential of fifty cents (50¢) per hour. Additional shifts shall constitute any shifts starting work between the hours of 2:30 p.m. and 4:00 a.m. This section shall not apply to unloaders or truck drivers. Section 4.05 Employees who are called and report to work shall be guaranteed four (4) hours work of pay per day at straight time unless waived by the employee. Also, this section shall not apply when work is not available due to circumstances beyond the control of the Company such as acts of God, power failure, fire, etc. In the event of failure of a boat or product to arrive on schedule, the Employer shall be granted a one-time-daily delay of up to two (2) hours without penalty before the aforementioned four (4) hour guarantee becomes effective. The Company must declare what each crew's adjusted/delayed start time is to be, and work (or report pay) shall begin (become effective) at such time.

Section 4.06 Employees expected to work more than one (1) hour overtime shall be notified at least two hours prior to the end of the employee's regular straight-time work shift. Overtime may be worked without the posting of a notice by mutual agreement between the Company and the Union Steward.

Section 4.07 Upon return to employment from a leave of absence granted by the Employer, the employee shall be given credit for all past experience as to classification and rates of pay.

Section 4.08 The determination of overtime premium payments for piece rate worked under 4.01 and 4.02 (b) shall be the employee's total piece rate earnings for the applicable week divided by the number of hours worked in that week; the resulting rate shall be multiplied by one-half (0.5) times the number of overtime hours worked. This method shall be used for penalty pay under Section 6.02 except multiplied by a factor of one-half (0.5).

ARTICLE 5 - REST PERIODS

Section 5.01 All employees shall be entitled to a rest period of fifteen (15) minutes for each continuous work period of four hours to a shift. Any employee who works eight hours on any shift shall receive two fifteen (15) minute rest periods, one prior to the lunch period, and one after the lunch period. In the event the workday is six and one-half (6-1/2) hours or less, there shall be no requirement for an afternoon rest break.

Section 5.02 The rest period shall be as nearly as possible to the middle of each work period.

Section 5.03 If an employee is scheduled to work more than one hour beyond the end of the regular eight (8) hour shift, an additional fifteen (15) minute rest period will be given at the end of eight (8) hours. Paid rest periods are considered time worked. Employees will not be required to work more than two (2) hours overtime without a dinner break. If a dinner break is given, employees will be guaranteed at least two (2) hours overtime work or the equivalent compensation.

Section 5.04 Any rest period interval shall cover time from stopping work and returning thereto; all rest breaks are inclusive of personal clean up and the employee's absence from the workstation.

ARTICLE 6 - HOLIDAYS

Section 6.01 The following shall be recognized as PAID HOLIDAYS: INDEPENDENCE DAY, THANKSGIVING DAY and CHRISTMAS DAY. Employees shall receive holiday pay, provided:

- A. The employee qualifies under paragraph (B) below and has worked the last scheduled workday prior to the holiday and the first scheduled workday following the holiday. Exception will be made in cases where absence on the workday prior to or the first scheduled workday following was due to an accident or bona fide illness covered by a doctor's certificate, provided further the employee has worked sometime during the thirty (30) day period prior to the holiday. The employee has been employed for one thousand two hundred (1,200) hours on the date of the holiday.

Section 6.02 All time worked on the following days shall be compensated at time-and-one-half (1- 1/2) the regular straight-time hourly rate in addition to any holiday pay: NEW YEAR'S, DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, DECEMBER 24th and CHRISTMAS DAY. In addition, for the holidays listed in 6.01, employees shall also receive eight (8) hours of straight time pay.

Section 6.03 When New Year's Day, Independence Day, or Christmas Day fall on a Saturday, the previous Friday shall be observed as the holiday. When any such four holidays fall on a Sunday, the following Monday shall be observed as the holiday. For these three holidays, any work performed on either the actual calendar day and/or on the observed day shall be paid at the rate of time-and-one-half (1-1/2) the regular straight-time hourly rate, plus any applicable holiday pay (if both days are worked, "plus holiday pay" is paid on only one of the two days).

Section 6.04 If a holiday falls within the regular vacation period of an employee, the employee shall be compensated for said holiday as required under the foregoing paragraphs of this ARTICLE, in addition to their vacation pay. Employees on a personal leave of absence are not eligible for holiday pay for any holiday that falls during their leave. Employees on a medical leave or on vacation shall receive holiday pay for the holidays listed in Article 6.01.

Section 6.05 All hours worked shall be counted in computing hours of employment for holiday or vacation pay.

ARTICLE 7 - VACATIONS

Section 7.01 The vacation year shall run from January 1 through December 31 of each year.

Section 7.02 Vacation Time: Each January 1, following twelve (12) consecutive calendar months from the employee's most recent date-of-hire, an employee shall be allowed time off for vacation during the ensuing calendar year in accordance with the following:

Employee's 1st January 1 1 week (7 continuous calendar days, Sunday-Saturday)

Employee's 3rd consecutive Jan. 1 2 weeks (2, 7 continuous calendar days, Sunday-Saturday)

Employee's 7th consecutive Jan. 1 3 weeks (3, 7 continuous calendar days, Sunday-Saturday)

Employee's 14th consecutive Jan 1. 4 weeks (4, 7 continuous consecutive Jan. 1 calendar days, Sunday-Saturday)

Employee's 20th consecutive Jan. 1 5 weeks (5, 7 continuous calendar days, Sunday-Saturday)

Section 7.02.1 Employees may use their vacation in four (4) hour increments. Requests for the vacation shall be made per Company practice and shall be granted at the Company's discretion.

Section 7.03 Vacation Pay: Each January 1, following twelve (12) consecutive calendar months (from the employee's most recent date-of-hire requirement), the Company shall total the employee's hours worked in the preceding calendar year. Earned vacation time taken shall be counted as hours worked for future vacation credit. Vacation pay shall be determined by the following schedule:

1600 + hours	40 hours pay
1300 - 1599 hours	32 hours pay
1000 - 1299 hours	24 hours pay
700 - 999 hours	16 hours pay
500 - 699 hours	8 hours pay

On the third (3rd) January 1 date following the latest date of hire, the above vacation pay schedule shall be doubled (80 hours). On the seventh (7th) January 1 following the latest date of hire, vacation pay shall be tripled (120 hours). Employees employed or holding seniority as of 4-11-91 will not be reduced in vacation level as long as they retain seniority.

Section 7.04 In the event an employee on his/her initial January 1 has less than eight hundred forty (840) hours worked, those hours shall be carried over into the following year.

Section 7.05 Vacation pay shall be paid at the time vacation is taken. Vacation pay earned on January 1 and unused by December 31 shall be paid. Beginning January 1, 2021, any unused vacation remaining at the end of the benefit year shall be forfeited.

Section 7.06 Upon termination of work (except if an employee voluntarily quits without providing a minimum of two (2) weeks' notice, is discharged for just cause, or fails to return to work when called, or cannot be located by telephone or registered letter at the employee's last known address with a copy to the local union), the employee shall receive vacation pay in accordance with the above schedule for the calendar year in which the termination occurs, provided the employee has been employed for one thousand six hundred (1,600) hours or more.

Section 7.07 The Employer shall post a vacation preference schedule during the month of January each year. Employees are to indicate their requested vacation date no later than January 31. In the event of a conflict of vacation requests, the most senior employee shall prevail. Any vacation requests submitted subsequent to February 1, shall be on a first-request/first-scheduled basis. All vacation schedules must be approved by management and requested no later than 10 business days prior to the days requested.

Section 7.08 Except as per 7.02.1, vacation time shall be taken in whole week increments. Any partial week taken will be counted as a whole week. An employee whose vacation pay is less than his/her vacation time off can voluntarily elect to forfeit vacation time in excess of vacation pay.

Section 7.09 The Company and the Union discourage pay in lieu of vacation.

Section 7.10 The Filleter rate of pay for time not worked (vacations and holidays) will be calculated by using the average of all straight-time, piece-work hours worked during the previous calendar year. All hours worked will count for purposes of vacation benefit under Section 7.03.

ARTICLE 8 - GENERAL CONDITIONS

Section 8.01 In general, in the event an employee is assigned to work different from the employee's classification, the employee shall receive the rate of pay for the work being assigned. The Employer will not assign work arbitrarily.

Section 8.02 The Business Representative of the Union shall be allowed access to the plant to investigate the standing of all employees and their working conditions, and to see that this Agreement is in full force and effect.

Section 8.03 The Employer agrees to display the union shop card.

Section 8.04 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 signed between the Employer and employees covered by the Agreement.

Section 8.05 No employees shall be disciplined or discriminated against for legally upholding Union principles.

Section 8.06 Failure of the Employer to make all payments herein provided for into the Health and Welfare, or dues check-off within the specified time, shall be considered a breach of this Agreement and shall be subject to the grievance procedure until paid in full.

Section 8.07 The Employer will furnish all gloves and aprons and provide means of sanitation where necessary. Necessary protective clothing and gowns, if required by the Employer, will be furnished by the Employer.

Section 8.08 The Employer will allow reasonable time for the sharpening and maintenance of knives and tools.

Section 8.09 The Employer agrees to give employees reasonable time off to vote in any city, county, or state election, if the employee's scheduled workday on the election day would otherwise prevent the employee from voting.

Section 8.10 The Employer agrees to keep his building in repair so as to protect employees from undue exposure to cold.

Section 8.11 Bulletin boards shall be furnished in the plant on which bulletins of the Union relating to Union activities may be posted. No argumentative material relating to any controversy between the Employer and the Union shall be posted. The Union agrees not to post material other than notices of Union meetings and activities without the consent of the Employer.

Section 8.12 If an employee is injured to such an extent as to require the services of a doctor, and the doctor believes that said employee should not be returned to work, the employee's total compensation for the day shall be pay for time worked with a minimum of four (4) hours. An employee who requires a

doctor's services and then returns to work shall receive pay for time worked with a minimum of four (4) hours.

Section 8.13 Employees shall be paid for actual time worked. In addition, the cleanup of apparel or equipment required by the Company shall be performed on paid time. Employees shall be allowed reasonable cleanup time in the judgment of the Company at the end of each shift. The Company shall not exercise this judgment arbitrarily.

Section 8.14 The classification of Summer Help employees shall be:

- A. Paid at an hourly wage rate of minimum wage with no fringe benefits;
- B. Assigned to a regular classification under the contract and be credited with time served as a Summer Help employee, if such employees should work over ninety (90) days;
- C. Not engage in production work while seniority employees in the same classification/department are on layoff;
- D. The Company will notify the Union of the names, hire dates, and termination dates of employees employed under this understanding. If such employees change status to bargaining unit employees, the Company will notify the Union at such time.
- E. By or before June 1 of each year, the Employer will notify the Union in writing of its desired 120 day Summer Hire Period, to be between June 1 and November 1.

Section 8.15 The Company and the Union agree on the principle of reasonable accommodation for employees with medical restrictions. However, the parties recognize that the nature of the business, including perishability of product, requires employees to be available for the duration of the work when product is available. For example, work periods longer than eight (8) hours within one (1) day are an inherent and essential element of the job and employees who cannot perform such work, except on a temporary health condition basis, are physically unqualified for the job.

Section 8.16 Employees shall be notified no later than 5pm the previous day as to their next reporting time if different from their regular start time.

Section 8.17 Employees recovering from industrial accident or illness, and authorized by their doctor for light duty will be provided suitable light duty work at the discretion of the Company. The Light Duty rate for work outside of the employee's normal job assignment shall be the employee's then current rate or minimum-wage-plus10¢-per-hour, whichever is lesser. Employees performing Light Duty in another unit classification shall receive the rate for that classification provided the employee is not medically restricted from performing the full function of that classification.

Section 8.18 The Union and the Employees will be notified in writing of the presence of any new surveillance equipment two (2) weeks prior to its installation. Surveillance equipment currently installed in areas dedicated to the Employees' rest periods shall not have audio capability.

Section 8.19 In the event the Employer adds a new operation which requires a new department/sub-classification, the Employer and the Union will negotiate same. In the event of lack of agreement the matter shall be resolved per the dispute resolution method referenced in Section 17.01.

Section 8.20 Leaves of absence not to exceed ninety (90) days may be granted by the Company. A letter granting such leave of absence shall be furnished to the employee and the Union by the Company. Leaves

of absence may be renewed at the end of ninety days. Leaves of absence shall not be used to take other employment.

Section 8.21 Where efficiency and workload requires, Employees of one department may perform work which overlaps and has customarily been performed by employees of another department.

Section 8.22 In the event of permanent plant closure or permanent lay-off, the Employer will provide the Union at least ninety (90) days' notice before the closure/layoff. Upon request, the Union and Employer shall meet and bargain over the effects within 30 days of notice to the Union.

ARTICLE 9 - WASHINGTON PAID FAMILY MEDICAL LEAVE

Section 9.01 The Employer shall follow the Washington State Paid Family & Medical Leave Law. The Washington Paid Family & Medical Leave (PFML) Act allows eligible employees to apply for State-provided income replacement benefits during a leave of up to 12 weeks (or under certain circumstances up to 18 weeks) for qualifying reasons. Leave that is compensated under the PFML programs will run concurrently with all other applicable paid or unpaid leave types available in this Agreement or by law, including FMLA leave, to the maximum extent allowed by law. Employees will be responsible for the full employee premium share allowed by law, paid through payroll deduction. Employees who receive State benefits under the PFML program will be allowed to use accrued sick leave or vacation time to supplement State payments, up to the employee's net weekly earnings based on the employee's average weekly earnings at their regular rate of pay. Employees must request supplemental use of sick leave or vacation time in writing through a process established by the Employer. Supplemental sick leave and/or vacation payments will generally be paid within two pay periods of the employee's request and submission of required information and documentation.

ARTICLE 10 - BEREAVEMENT LEAVE

Section 10.01 In the event of a death in the immediate family, employees who have completed 1,200 hours of employment shall be eligible for up to three (3) days off per calendar year. Pay for the days off shall be based on the hours worked by the crew on that day, up to a maximum of eight (8) hours, the employee shall provide proof of death within four weeks after returning from leave. Employees shall be paid bereavement leave upon receipt of proof. Immediate family shall be defined as spouse, son, daughter, mother, father, brother or sister, grandparents, mother-in-law, father-in-law, stepmother, stepfather, stepson, stepdaughter and grandchildren.

ARTICLE 11 - JURY DUTY

Section 11.01 Employees who have completed 1200 hours employment called for jury service in any municipal, county, state, or federal court shall advise the Company upon receipt of the call, and if taken from work, shall be reimbursed for loss of wages while actually performing such service. They 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. An employee called for jury duty who is temporarily excused from attendance in 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 of the regular straight time workday. 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. Jury benefits shall be limited to a maximum of 160 hours per jury term.

ARTICLE 12 - HEALTH AND WELFARE

Section 12.01 The Employer 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 Employer accepts the Employer 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 Employer 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, 44, 81, 367, 1439, UFCW International, and Teamsters Union Local 38, and by all subsequent revisions or amendments thereto.

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 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.

Section 12.02 There shall be an eligibility waiting period of one thousand two hundred (1200) hours from the employee's most recent date-of-hire. Once the eligibility date is met, the Employer shall begin to make contributions within 90 calendar days.

Section 12.03 The term "compensable hour" shall mean any hour for which any employee receives any compensation required by this Agreement.

Section 12.04 The employee shall be required to support his claim of a bona fide disabling sickness or disabling personal injury by a medical doctor's certificate.

Section 12.05 Effective with October 1, 2022 hours, the Employer's contribution rate(s) shall be \$4.86 per hour, fourteen cents (\$.14) of which shall be paid by the employee, per compensable hours up to a maximum of 173 hours per month on behalf of each eligible employee.

Any increases beyond \$4.86 shall be split seventy-five percent (75%) by the Company and twenty five percent (25%) by the employee. Any employee's cost share shall be affected via payroll deduction.

ARTICLE 13 - RETIREMENT PROGRAM 401(k)

Section 13.01 The Employer shall contribute 50¢ per hour to the Employer 401(k) plan.

Section 13.02 Employer will pay the Plan Administrator's administrative fees.

Section 13.03 All forfeitures shall be retained by the Employer.

Section 13.04 Employer contributions shall be made monthly by the 25th of the following month with no last day of the plan year requirement.

Section 13.05 Eligibility to Receive Employer Contributions – New employees must work for one (1) calendar year with at least 1000 hours worked in that calendar year. Current employees will be credited for all hours worked.

Section 13.06 Vesting: Two (2) calendar years of service with at least 1000 hours worked in each calendar year.

Section 13.07 Company will allow immediate salary deferrals to the 401(k) plan.

ARTICLE 14 - CHECK-OFFS OF UNION DUES, INITIATION FEES, ASSESSMENTS

Section 14.01 During the term of this Agreement, the Employer shall deduct Union initiation fees, dues and agency fees from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. Deductions will be promptly transmitted to the Union by check payable to its order. Included with the check the Employer shall provide the Union a separate list of all employees using payroll deduction. The list shall be transmitted electronically and shall include name, social security number, and dues deducted by pay period. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that shall arise against the Employer for or on account of any deduction made from the wage of such employee.

14.02 Active Ballot Club Check-off: The Employer agrees to deduct contributions in an amount designated by the employee from the paychecks of those employees whose individual written unrevoked authorizations are on file with the Employer and to transmit the amount so deducted to the Union. Said deduction authorization shall be in such form as to conform with governing Federal and State laws applicable to Political Action Committees (PAC). Deductions shall be administered according to guidelines established by the Employer.

14.03 New Employee Orientation and Agreement - At the time of new employee's orientation in the bargaining unit, the shop steward shall be given time to meet with new employees (time to be paid by the Union) for the purpose of distributing copies of relevant materials including the current agreement between the Union and the Employer. In the absence of a shop steward, the Union shall be given thirty (30) minutes to meet with the new employee during their paid new employee orientation.

ARTICLE 15 - WAGES

Section 15.01 The wage rates for all employees are set forth in EXHIBIT A which is attached to and shall be considered a part of this Agreement.

All employees on the payroll as of the date of ratification shall receive retroactive pay on all hours worked from November 1st, 2022. Retroactive payment shall be dispersed the first full pay period following ratification. .

Upon ratification all bargaining unit employees below \$16 shall increase to \$16.25. Employees with less than 15 years of service shall receive a 7.5 % increase above their current hourly rate. Employees with more than 15 years of service shall receive a 8.25% increase above their current hourly rate.

Effective October 1, 2023, all bargaining unit employees shall receive a \$.45 per hour across the board wage increase.

Effective October 1, 2024, all bargaining unit employees shall receive a \$.45 per hour across the board wage increase.

All wage rates shall be at least \$.25 above Washington State minimum wage.

ARTICLE 16 - NON-DISCRIMINATION

Section 16.01 All parties to this Agreement acknowledge their responsibilities under Title VII of the Civil Rights Act of 1964 and do hereby agree not to discriminate on the basis of race, color, religion, sex, gender identity, or national origin.

ARTICLE 17 - GRIEVANCE AND ARBITRATION PROCEDURE

Section 17.01 All matters pertaining to the proper application and interpretation of this Agreement, or any dispute or grievance arising hereunder, shall be adjusted by the Employer and the accredited representative of the Union.

Section 17.03.1 Step 1. No grievance or claim of violation of this Agreement shall be recognized unless presented in writing within thirty (30) days from the date of its occurrence, except where the evidence demonstrates any effort of intent to evade the payment of the wage scale or Employer contribution provided herein, there shall be no time limit of appeal. The Employer shall have 14 calendar days to respond in writing from the receipt of the written grievance.

Section 17.03.2 Step 2. If the grievance is not resolved on Step 1, the Union has fourteen (14) calendar days from the date of the Employer's response to refer the matter to Step 2. The Employer and the grievance representative shall make a good-faith effort to settle the grievance. The parties shall meet and respond to the grievance within fourteen (14) calendar days from the date of the Step 2 meeting.

Section 17.03.3 Step 3. If the grievance is not resolved in Step 2, it shall be referred to the Labor Management Committee within 15 days after Step 2 meeting. In the event the Labor Management Committee is unable to resolve the dispute within fourteen (14) days, it shall be referred to an impartial arbitrator whose decision shall be final and binding upon both parties; provided, however, that nothing herein contained shall empower the arbitrator to add, to delete from, or otherwise modify this Agreement. Whenever it becomes necessary to select an impartial arbitrator as required by this Section, the Employer and Union shall endeavor to make such selection by mutual agreement. In the event of failure to agree, the Federal Mediation and Conciliation Service shall be requested to submit a list of seven (7) names, qualified and approved arbitrators. The arbitrators shall then be selected by each side alternately striking one name from the list until one name remains.

Section 17.04 While this Agreement is in effect there shall be no lockouts by the Employer and there shall be no strikes, slowdowns, picketing, work stoppage or boycotts by the Union or its members; provided, however, the Union reserves the right to respect any legal primary picket line.

Section 17.05 A Labor/Management committee of four (4) employees or Union representatives and not more than three (3) Management representatives shall be established to address and hopefully resolve disputes regarding work short of the formal grievance procedure. The employee members shall consist of the shop steward and three (3) others who shall serve staggered three (3) month terms. All employees are encouraged to serve on the committee. Disputes not resolved through this committee are subject to the established grievance procedure. The parties recognize this committee is a revised concept; therefore, it is likely that procedures will need to be worked out and adjusted.

ARTICLE 18 - SCOPE OF AGREEMENT

Section 18.01 If any Article or paragraph of the 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 Section or paragraph held invalid shall, upon a sixty (60) day written notice by either party, be re-negotiated for the purpose of an adequate replacement.

ARTICLE 19 - NEW METHODS

Section 19.01 The Company shall notify the Union and affected employees ten (10) days in advance of any new methods, new species, additional processes, or new methods of cutting, or the receipt of product in a different form, or the introduction of new criteria into incentive such as recovery, any new piece work rates, or a change of circumstances which affects the validity of a standard. The advance notice will include a description of the work to be performed, the appropriate piece work standard(s), and the expected wage earnings.

ARTICLE 20 - MANAGEMENT FUNCTIONS

Section 20.01 The Employer reserves all rights concerning the management of the business and the direction of the working force. Included, but not deemed restrictive, are the rights to plan, direct and control all phases of the Company’s business and to maintain order; to hire, schedule and assign work for the employees, including the right to promote, to demote for just cause, to determine the means, and distribution; to determine the depots and methods. Processes and schedule of production and distribution; to determine the products manufactured or handled; to determine the location of plants and depots and the continuance of any departments; to establish reasonable rules and regulations and to maintain the efficiency of the employees; the right to require employees to observe Company rules and regulations; to transfer, layoff or relieve employees from duties; and to suspend, discipline and discharge employees for just cause are the rights of the Employer provided that none of the foregoing shall be in violation of this Agreement.

The Company may establish employee productivity standards. In the event of a dispute as to whether such standards are reasonable, such dispute may be subject to the grievance procedure.

ARTICLE 21 - EFFECTIVE DATE AND DURATION OF AGREEMENT

Section 21.01 This Agreement shall be effective on October 1, 2022, unless otherwise provided herein, and shall continue in full force and effect until September 30, 2025 unless changed by mutual consent. Should either party desire to change, modify, or terminate the Agreement on the anniversary date, September 30, 2025, written notice must be given to the other party sixty (60) days in advance. If such notice is not given within such time, the Agreement shall be considered as automatically renewed for an additional period of one (1) year, and in like manner from year to year thereafter.

Section 21.02 Upon opening of this Agreement, by either party, negotiations shall commence no later than forty-five (45) days prior to the anniversary date. The Union and the Employer recognize the right of either party to request contract revisions after negotiations commence.

BORNSTEIN SEAFOODS, INC.

UFCW, LOCAL NO 3000

By: *Gregory Hanson*
Title: CFO

By: *Faye A. Guenther*
Title: President

Date: 05/23/2023

Date: 1/30/2024

By: *Kristina Storm*
Title: Negotiator

Date: 1/30/2024

EXHIBIT A
CLASSIFICATIONS AND MINIMUM RATES OF PAY

Classification	10/1/2022		10/1/2023		10/1/2024	
Clean Up	16.25		16.70		17.15	
General Labor	16.25		16.70		17.15	
Forklift Driver	18.00		18.45		18.90	
Unloader	18.00		18.45		18.90	

Lead premium- \$2.50/ hour

Machine Operator premium \$1.25/ hour

Sawyer premium \$1.25/ hour

UNDERSTANDINGS
between
BORNSTEIN SEAFOODS, INC.
and
UNITED FOOD and COMMERCIAL WORKERS, LOCAL UNION NUMBER 21

- A. (April, 2006) Moonlighting Understanding: Effective as soon as feasible following the ratification of the 2006 negotiations, employees who moonlight will be given the opportunity to declare their priority for either Bornstein or moonlighting. Employees who opt for moonlighting will henceforth be considered to be last on the department seniority list for purposes of work assignment, but will retain seniority rights for other benefits. If, subsequently, such employee changes his/her priority to Bornstein, such employee's departmental seniority for purposes of work assignment would be determined by the date of such declaration and will retain seniority rights for other benefits if no break in service has occurred, in which case the returning employee will be considered a new hire. The Company has the right to preclude this section from expanding to future employees without rescinding it from employees affected via the 2006 negotiations.

- B. (2007) For purposes of assigning work, the classification of "Filleter Support" shall be created for and be applicable only to employees Manuel Padilla and Gossier Pinkett pursuant to the October 26, 2007 negotiation discussions.

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 50,000 other members of UFCW 3000.

Union Leadership

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

My Shop Steward is:

My Union Rep is:

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

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

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

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

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

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

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

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

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

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

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

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