

# Agreement by and between **UFCW 3000** and **Forks Thriftway**

Effective: 06-07-2020 – 08-07-2023

**UFCW3000**

Faye Guenther, President • Joe Mizrahi, Secretary-Treasurer

# WEINGARTEN RIGHTS

## Your Right to Union Representation

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

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

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

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

## Discipline? Contract violations?

## Call the Member Resource Center

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

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

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## **A G R E E M E N T**

**By and Between  
D'AMBROSIO & ASSOCIATE  
for and on behalf of  
FORKS THRIFTWAY**

**and**

**UNITED FOOD & COMMERCIAL WORKERS UNION LOCAL NO. 21**

**MEAT  
(JEFFERSON/CLALLAM)**

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This Agreement is made by and between D'Ambrosio & Associates for and on behalf of Forks Thriftway, and its members operating meat markets in Clallam and Jefferson Counties, and Local Union No. 21 of the United Food & Commercial Workers. Changes not specifically designated shall become effective the second Sunday following the signing of this Agreement.

### **ARTICLE 1 - CONDITIONS OF EMPLOYMENT**

1.01 D'Ambrosio & Associates for and on behalf of Forks Thriftway, the firms party to this Agreement, hereby recognizes, during the term of this Agreement, United Food & Commercial Workers Union Local No. 21, as the sole and exclusive collective bargaining agency for all employees of the Employer whose job classification is set forth in this Agreement.

1.02 The United Food & Commercial Workers Union Local No. 21, for and on behalf of its members, hereby recognizes, during the term of this Agreement, Forks Thriftway, for and on behalf of the firms party to this Agreement, as the sole and exclusive collective bargaining agency for all Employers who are designated as parties to this Agreement.

1.03 Pursuant to and in conformance with Section 8(a)3 of the Labor Management Relations Act of 1947, it is agreed that all employees coming under the terms of this Agreement shall make application to join the Union within thirty-one (31) days following the date of employment or within thirty-one (31) days following the signing of this Agreement, whichever is the later, and must maintain membership in good standing for the life of this Agreement and any renewal thereof. The Employer shall discharge any employees as to whom the Union, through its business agent, delivers to the Employer's Main Office a written notice that such employee is not in good standing. Employer shall inform employees of the foregoing requirement at the time they are employed.

1.03.1 For the purpose of this Agreement, good standing shall be defined as the tendering of dues and initiation fees, uniformly required of members of the Union.

1.03.2 The Union agrees to hold the Employer harmless for discharges made pursuant to this Article.

1.04 Each month the Employer shall provide an electronic report of all new hires and terminations. Such report shall include the employees' first name, middle initial and last name, social security number, phone number (home and/or cell), email (if available), store number/work location, department, job classification, wage rate, date of hire/rehire and/or date of termination.

Each quarter the Employer shall provide an electronic report of all employees covered under the current bargaining agreement. Such report shall include the employees' first name, middle initial and last name, social security number, phone number (home and/or cell), email (if available) store number/work location, department, job classification, wage rate, and date of hire/rehire.

## **ARTICLE 2 - WORKING HOURS**

2.01 Eight (8) hours shall constitute a day's work. Four (4) hours shall constitute a half-day. There shall be no split shifts. A lunch period of one (1) hour shall be allowed in the middle of the day.

2.02 Forty (40) hours in five days, Sunday through Saturday, shall constitute a week's work. Work performed in excess of eight (8) hours per day and forty (40) hours per week shall be considered overtime and shall be paid for at the rate of time and one-half (1-1/2).

2.03 In order to give employees as much notice as possible in the planning of their weekly schedules of work, the Employer agrees to post a work schedule for all regular full-time and all regular part-time employees by 6:00 p.m. on the Thursday prior to the beginning of the scheduled workweek, and except in cases of emergency, no changes shall be made in said schedule without forty-eight (48) hours notice to the employees involved in such changes of schedule or by mutual agreement between the Employer and the employee provided no employee shall be discriminated against for failure to enter into such mutual agreement. The work schedule may not be used to guarantee any specified number of hours of work to any employee.

2.04 When fresh meat is offered for sale and a member of the bargaining unit is not on duty in the meat market during such hours, no one other than a member of the bargaining unit shall perform work in the meat market. When a member of the bargaining unit is not on duty, this clause shall not apply to those products that have been prepared by meat department employees and are in storage ready for sale, such may be placed in the meat counter by the person in charge of the store and such action shall not be considered a violation of this clause. The Employer or owner or manager agrees to make every effort to enforce the terms of this paragraph.

2.05 If an employee is worked after 7:00 p.m. and before his scheduled starting time (except in accordance with 2.03 above), he shall receive a premium of fifty cents (50¢) per hour (except Service Counter) in addition to his straight-time hourly rate; provided that such premium shall not be required in addition to overtime pay. Service Counter employees shall receive a premium rate

of twenty-five cents (25¢) per hour in addition to the straight-time rate of pay for work performed between the hours of 10:00 p.m. and 6:00 a.m. There shall be a minimum call-in on Sundays and holidays of four (4) hours.

2.06 It is intended that there shall be no "free" or "unrecorded time" work practice under this Agreement. Any employee found by the Employer or Union to be engaging in such unauthorized practice shall be subject to discipline, which may include termination.

2.07 Rest Periods: There shall be a rest period of at least ten minutes in every continuous four-hour period of employment. In the event that the one shift shall be less than four hours and the other shift shall be four hours or more, there shall be only one rest period, fifteen minutes in the longer shift. All rest periods shall be on the Employer's time and shall cover time from stopping work and returning thereto.

2.08 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 for all hours worked after 6:00 p.m. on such days.

2.09 No Pyramiding: There shall be no compounding or pyramiding of premium pay and overtime pay and only the highest applicable rate shall be paid for an hour of work performed under this Agreement.

### **ARTICLE 3 - VACATIONS**

3.01 Employees on the first anniversary date of their employment (after the first year of continuous employment) shall be entitled to a vacation with pay at their straight-time hourly rate based upon the number of straight-time hours worked in the preceding twelve (12) months as follows:

<u>Hours Worked</u>	<u>Hours of Paid Vacation</u>
1200 to 1600	24
1600 to 2000	32
2000 or more	40

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

<u>Hours Worked</u>	<u>Hours of Paid Vacation</u>
1200 to 1600	48
1600 to 2000	64
2000 or more	80

3.03 Employees on the fifth (5th) and each subsequent anniversary date of their employment to the twelfth (12th) anniversary date of their employment (after the fifth (5th) and each subsequent

year to the twelfth (12th) year of continuous employment) shall be entitled to vacation with pay at their straight-time hourly rate based upon the number of straight-time hours worked in the preceding twelve (12) months as follows:

<u>Hours Worked</u>	<u>Hours of Paid Vacation</u>
1200 to 1600	72
1600 to 2000	96
2000 or more	120

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

<u>Hours Worked</u>	<u>Hours of Paid Vacation</u>
1200 to 1600	96
1600 to 2000	128
2000 or more	160

3.05 Employees who terminate or are terminated (discharge for dishonesty excepted) who average twenty-four (24) hours per week, after the first or any subsequent anniversary date of their employment and prior to their next anniversary date of employment shall be entitled to vacation pay at their straight-time hourly rate based upon the number of straight-time hours worked since the last anniversary date of their employment at the following rates for each full one hundred (100) hours worked: After the first (1st) to the fifth (5th) anniversary date, four (4) hours vacation pay; after the fifth (5th) to the twelfth (12th) anniversary date, six (6) hours vacation pay; after the twelfth (12th) anniversary date, eight (8) hours vacation pay.

3.06 Vacation may not be waived by employees nor may extra pay be received for work during that period; provided, however, that by prior mutual agreement between the Employer, employee and the Union this provision may be waived.

3.07 Employees whose vacations are scheduled during a holiday week shall receive holiday pay provided for under the terms of section 4.01 of this Agreement in addition to vacation pay.

3.08 It is hereby understood and agreed that in computing "Hours of Paid Vacation" for full-time employees (employees who regularly appear on the payroll for forty (40) hours or more per week), the terms of Article 3, paragraphs 3.01, 3.02, 3.03 and 3.04 shall be applied so that working time lost up to a maximum of one hundred sixty (160) hours, verified cases of sickness or accident shall be counted as time worked. In determining the number of hours of paid vacation to which an employee is entitled, there shall be no deduction from his bank of hours due to absence from work because of vacation or holiday time earned and taken under this Agreement.



## **ARTICLE 4 - HOLIDAYS**

4.01 The following shall be recognized holidays with pay for employees who have acquired seniority (for employees hired on or after May 29, 2011, the initial wait for holiday eligibility shall be six consecutive months): New Year's Day, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. Probationary employees shall not qualify for holidays set forth above.

4.01.1 The holidays set forth in section 4.01 shall be celebrated on the date established for each by controlling Federal legislation.

4.01.2 For employees hired after [date of ratification]: Employees with one year of continuous service with the Employer shall receive one personal day, two personal days after two years, and three personal days after three years – to be scheduled as mutually agreed.

4.02 Employees with one (1) year of continuous service with the Employer shall receive their Birthday and Anniversary date of employment as paid holidays. By mutual agreement between the Employer and employee, the employee may receive payment in lieu of such holiday in accordance with section 4.03. Employees shall give the Employer a thirty-day notice prior to their birthday or "anniversary". The birthday or "anniversary" shall be observed within thirty (30) days of the employee's birthday or "anniversary" on a mutually agreeable day. In the event the employee's birthday or "anniversary" falls on the same day as any of the holidays specified in section 4.01 of this Article, the employee's birthday or "anniversary" will be celebrated on another day in accordance with the procedure set forth in the previous sentence.

4.03 A regular full-time employee shall receive no reduction in his straight-time weekly pay as the result of the holiday not worked, provided such employee works sometime during the week in which the holiday occurs and works his last scheduled working day preceding and his next scheduled working day immediately following the holiday. A part-time employee who averages twelve (12) hours or more per week shall be paid for the holiday on the basis of one fifth (1/5) of the employee's average hours worked per week in the four (4) weeks immediately preceding the holiday week, to a maximum of eight (8) hours, provided the employee works sometime during the holiday week and reports for work his last scheduled working day preceding and his next scheduled working day immediately following the holiday. An employee shall not be deprived of holiday pay if he is absent from work his last scheduled working day preceding and/or his next scheduled working day immediately following the holiday if he is unable to work such scheduled working day for one or more of the reasons specified below, provided that the employee has in all other respects qualified for pay for the holiday not worked, including the requirement to work sometime during the week in which the holiday occurs. In a holiday week, either thirty-two (32) straight-time hours or forty (40) straight-time hours worked shall constitute a week's work. If an employee works thirty-two (32) or more hours in a holiday week, they shall receive eight (8) hours of holiday pay.

4.03.1 The requirement to work sometime during the holiday week shall be waived when the involuntary absence is due to a bona fide illness or injury provided that the employee has

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

4.03.2 Illness or accident (A doctor's certificate or other authoritative verification of illness or accident may be requested by the Employer and if so, must be presented by the employee not more than forty-eight (48) hours after return to work.) If the employee is absent more than two (2) scheduled days, such verification must be presented prior to return to work, provided the Employer has given the employee reasonable advance notice.

4.03.3 Temporary layoff.

4.03.4 Jury duty as defined in Article 9.

4.03.5 Bereavement leave as defined in Article 10.

4.03.6 Other absence from work approved by the Employer at his sole discretion.

4.03.7 The requirement to work sometime during the holiday week shall be waived when the involuntary absence is caused by an on-the-job illness or accident that is incurred in the week prior to the holiday week, and is determined to be covered by State Industrial Insurance.

4.04 If the qualifications for holiday pay as specified in paragraph 4.03 of this Article 4 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.

4.05 For current employees, an employee who may be required to work on a recognized holiday, shall be paid for hours worked at time and three-quarters (1-3/4) times his straight-time hourly rate in addition to holiday pay which the employee may be entitled to under the provisions of sections 4.01 and 4.03. Employees hired on or after May 29, 2011, shall be paid time and one-half (1-1/2) the straight time wage rate for work performed on the holiday.

4.06 Work on Thanksgiving Day and Christmas Day shall be on a voluntary basis, however, if there are insufficient volunteers, employees shall be scheduled by inverse seniority.

## **ARTICLE 5 - CLASSIFICATIONS AND MINIMUM RATES OF PAY**

5.01 See Appendix "A"

5.02 Wrapper employees as covered by this Agreement shall not be permitted to cut, bone or grind fresh meat; however, the wrapper may cut a steak or roast which has already been processed by a meat cutter to size in order to serve a customer; modify any prepared cut to suit a customer; use the slicing machine or cube steak machine to serve customers.

5.03 Wages for superannuated members shall be determined by the representative of the Union and the Employer. Extra men shall be paid upon completion of their work or have it mailed to their residence.

5.04 For the purpose of computing months of experience under Appendix "A", 173 and 1/3 hours of employment in the Retail Meat Industry shall be counted as one month's experience, provided that no employee shall be credited with more than 173 and 1/3 hours of experience in any one calendar month.

#### **ARTICLE 6 - APPRENTICES**

6.01 Apprentices shall be granted on the following basis: One (1) Apprentice where one (1) Journeyman is employed; one (1) additional Apprentice after two (2) additional Journeymen are employed.

6.02 Notwithstanding the above provisions of this Article 6, Apprentices may work alone in the market.

#### **ARTICLE 7 - RETIREMENT PROGRAM**

7.01 During the 2019 negotiations, the parties reached detailed pension agreements which are set forth in Attachment A-1 (Albertsons/Safeway) to the parties' Health & Welfare and Pension Agreement. The required employer hourly contributions are set forth in this Article below and in the parties' pension agreements.

7.02 Contributions shall be paid on account of each member of the bargaining unit, on all compensable hours up to a maximum of 173 hours per calendar month and including hours of paid vacation and paid holidays.

The contributions referred to in Article 15 shall be computed monthly (with a maximum of one hundred and seventy-three (173) hours per calendar month per employee).

The term "compensable hour" shall have the same meaning as set forth in Article 15.

7.03 The total amount due for each calendar month shall be remitted in a lump sum not later than twenty (20) days after the last business day of such month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the determination of contributions due, the prompt and orderly collection of such amounts, and the accurate reporting and recording of such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for within time specified shall be a breach of this Agreement. The Board of Trustees of the Sound Retirement Trust shall have the authority to establish and enforce a method for reporting contributions on an accounting period basis, rather than a calendar month basis, provided that in no event shall the Employer's total obligation be different than what it would have been on a calendar month basis.

7.04 Vacation hours for continuing employees shall be reported and corresponding contributions paid in accordance with Article 3.

7.05 The Union shall have the right to defer any contractual Journey person wage increase arising during this contract into the Pension Plan. The Union shall decide whether and for how long such deferral will last. Such additional contribution shall go to deficit reduction, and not to increase the benefit credit. The details of the deferral are subject to review and approval by the trustees and trust counsel.

7.06 Each Employer and the Union agrees to be bound by the terms and provisions of that certain Trust Agreement creating the Sound Retirement Trust (formerly Retail Clerks Pension Trust Fund), dated July 13, 1966, and as subsequently amended, and by all policies and other conditions of participation and eligibility, which may be established from time to time by the Trust's Plan Document, Summary Plan Description, and other pertinent rules, regulations, and Trustee actions. Further, each Employer Trustee will be appointed by Allied Employers, Inc., to serve on the Board of Trustees of said Trust Fund and their duly appointed successors. Each Employer and the Union also agree to be bound by the terms of the parties' Health & Welfare and Pension Agreement. Further, each Employer accepts as his representatives, for the purpose of such Trust Fund, the Employer Trustees who will be appointed by Allied Employers, Inc. to serve on the Board of Trustees of said Trust Fund and their duly appointed successors.

7.07 The Employer shall contribute to the Sound Retirement Trust, on behalf of each member of the bargaining unit, contributions to be calculated on the basis of the number of hours for which the Employer is obligated to pay contributions to the Sound Retirement Trust and in accord with the separate Pension Agreement by and between Allied Employers, Inc. and U.F.C.W. Union Locals 21,367, and 1439, U.F.C.W. International (AFL-CIO) and Teamsters Union Local 38 and by all amendments thereto and this Section.

7.07.1 The parties hereby adopt the Preferred schedule under the Rehabilitation Plan of the Sound Retirement Trust as revised December, 2019 with the Preferred schedule to be effective with respect to those subject to the terms of this collective bargaining agreement as of the date stated in the Rehabilitation Plan and selected Schedule and the Employer will contribute the following amounts and the Employer's active participants will continue to earn benefit accruals until such effective date of the Sound VAP under Section 7.08:

Current CBA Period	7/1/2020	7/1/2021	7/1/2022	7/1/2023
Base	\$1.000	\$1.000	\$1.000	\$1.000
Pre-Rehab Rate	\$0.600	\$0.600	\$0.600	\$0.600
Current Rehab Rate	\$5.365	\$6.095	\$6.826	\$7.556
Non-benefit redirect from retiree welfare	\$0.010	\$0.010	\$0.010	\$0.010
TOTAL	\$6.975	\$7.705	\$8.436	\$9.166

7.07.2 Upon the effective date of the Sound VAP, the Employer will continue to contribute to the Sound Retirement Trust at the rates stated in the chart in Section 7.07.1 above, LESS 125% of the employer’s contributions on which the employee’s accruals are based.

7.08 Sound VAP Trust Employer Contributions: Upon the effective date of the Sound VAP, each employer will contribute for each eligible employee to the Sound VAP Trust in accordance with the applicable Attachment A-1 to the Health & Welfare and Pension Agreement at the rate as follows:

Upon the effective date of the Sound VAP, the employer will contribute 125% of the employer’s contribution on which employee accruals are based per hour for each eligible participant to the VAP trust plus three cents. Effective January 1, 2022 this rate will increase by an additional one cent (\$0.01) per hour.

As of the effective date of the Sound VAP, future service benefit accruals will be earned in the VAP, a multiemployer variable annuity defined benefit plan. Participants’ service earned under the Sound Retirement Trust (SRT) and the VAP will be recognized for participation, vesting and benefit eligibility purposes in both plans. The benefit guarantee will apply for the short plan year ending December 31, 2021. The VAP shall operate on a calendar plan year basis.

7.09 Pension Protection Act (“PPA”).

This Agreement is to be subject to the 2018 Plan Year Rehabilitation Plan adopted by the Board of Trustees, as revised December 5, 2019.

## **ARTICLE 8 - SICK LEAVE**

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

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

<u>Hours Worked</u>	<u>Hours of Sick Leave Pay</u>
1248 to 1679	24
1680 to 1999	32
2000 or more	40

8.03 Sick leave pay, to the extent it has been earned, shall begin on the third (3rd) working day of illness or injury or first (1st) day of hospital confinement, shall continue for each working day of illness or injury thereafter, and shall be in an amount per day equal to the average number of straight-time hours worked per day by the employee during the past twelve (12) months; provided

1) the daily total of sick leave pay under this section and disability payments provided by the Health and Welfare Plan shall not exceed the contract rate for one eight (8) hour day; and 2) not more than five (5) days sick leave pay shall be required in any one workweek. Sick leave pay shall be paid on a six (6) day week but not to exceed forty (40) hours pay in any one week. For purposes of this Article, disabling outpatient surgery will be treated as hospitalization.

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

8.05 A doctor's certificate or other authoritative verification of illness may be required by the Employer and, if so, must be presented by the employee not more than forty-eight (48) hours after return to work. If the employee is absent more than two (2) scheduled days, verification of illness must be presented prior to return to work, provided the Employer has given the employee reasonable advance notice.

8.06 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.

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

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

8.09 Family Leave - Employees shall be permitted family leave in accordance with RCW 49.12 on the same terms and conditions (including eligibility requirements) as provided in Sections 8.01 through 8.08 above.

## **ARTICLE 9 - JURY DUTY**

9.01 After their first year of employment, employees who are regularly employed twenty-four (24) hours or more per week who are called for service on a superior court 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; provided however, that 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 5:00 PM, 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. This clause shall not apply to persons who volunteer for jury duty.

9.01.1 Witness Duty - Employees required to appear in court or in legal proceedings on behalf of their Employer during unscheduled hours, shall receive compensation at their regular straight-time hourly rate of pay only for the time spent in making such appearance, less any witness fees received. No other provision in this Agreement shall apply to this section.

9.01.2 If an employee is required to appear on behalf of his/her Employer during regular scheduled hours, he/she shall receive compensation at his regular straight-time hourly rate of pay for the time spent in making such appearance, less any witness fees. In this event, these hours will be considered compensable hours under the terms of this Agreement.

#### **ARTICLE 10 - BEREAVEMENT LEAVE**

10.01 Regular full-time employees, who have acquired seniority, shall be granted three (3) days off with eight (8) hours straight time pay in the event of a death in his immediate family. Immediate family shall be defined as spouse, son, daughter, mother, father, brother, sister and current legal mother-in-law and father-in-law, grandparents, step children, grandchildren, current step-mother, current step-father, domestic partner, or relatives residing with the employee.

#### **ARTICLE 11 - GENERAL CONDITIONS**

11.01 No one shall be dismissed without good and sufficient cause or be discriminated against for upholding accepted Union principles. The Union agrees not to discipline or discriminate against Market Managers for the performance of their duties.

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

11.03 The Employer shall bear the expense of furnishing and laundering aprons, shop coats and smocks, for all employees under this Agreement. If an Employer requires employees to wear uniforms or other type of apparel, the Employer shall bear the expense of furnishing a minimum of three (3) per employee. Where the apparel is of a drip-dry fabric, the employee shall launder his or her own. Worn or damaged uniforms shall be replaced in a timely manner. Tools shall be sharpened at the Employer's expense.

11.04 No inventory shall be taken except during working hours.

11.05 Required store meetings shall be paid for at the straight-time rate and shall be considered time worked for the purpose of computing overtime for all hours in excess of forty (40) during any

workweek. Section 2.01, Split Shifts, and Section 2.05, Four-hour Call-in shall not apply to this section. Employees required to attend such meetings on their day off, or who have been called back after an hour of off-duty time shall receive a minimum of two (2) hours call-in for such meetings.

## **ARTICLE 12 - SENIORITY**

12.01 Seniority shall prevail in layoffs for all employees after working 435 compensated hours within a 150 consecutive calendar day period or a consecutive 21-week period. Once an employee has worked 435 compensated hours in 150 calendar days, or 21 weeks, his or her seniority shall date back to the date the 150 calendar days or 21 weeks began. An employee's seniority date shall also be considered his anniversary date for all purposes under this Agreement. Each Employer shall have the option, on a Company-wide basis, of applying either the 150 consecutive calendar day period or a 21 consecutive week period under this section. The seniority status of employees hired on the same day shall be determined by the Employer with notification to the Union.

12.01.1 Service Counter employees shall attain seniority after ninety (90) calendar days with the Employer.

12.02 In the event of layoff, the last employee hired shall be the first laid off and the last employee laid off shall be the first rehired, provided merit and ability are equal.

12.03 The Employer shall be the sole judge of merit and ability. The Employer reserves the right to discharge or discipline any person for just cause.

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

12.04.1 Voluntary quit;

12.04.2 Discharge;

12.04.3 Absence caused by a layoff in excess of six (6) months;

12.04.4 Absence caused by an illness or non-occupational injury of more than nine (9) months unless a longer period is mutually agreed upon between the Employer and the Union;

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

12.04.6 Failure to return from a leave of absence in accordance with Article 17;

12.04.7 Employees who do not report for work two (2) days after a call to return shall be considered to have quit their employment.



12.05 There shall be established four (4) separate seniority groups: 1) Journeypersons; 2) Apprentices; 3) Wrappers; and 4) Service Counter employees.

12.05.1 Wrappers desirous of promotion to Apprentice Meat cutter status shall make their desires known to the Company, in writing, and such employees shall be given first consideration for such vacancies. Selection to fill the vacancies shall be made on the basis of Company seniority within the geographical jurisdiction of the Local Union, ability and qualifications being relatively equal.

12.05.2 A Wrapper promoted to Apprentice Meat cutter shall have a ninety (90) day trial period. Said trial period shall not jeopardize the employee's former classification or seniority. There shall be no reduction in pay to any Wrapper as a result of promotion to Apprentice Meat cutter, i.e., the Wrapper rate of pay shall apply until such time as the Apprentice rate exceeds the Wrapper rate, at which time the Apprentice rate shall apply.

12.05.3 Service Counter employees desirous of promotion to Wrapper or Apprentice Meat cutter shall make their desires known to the Company, in writing, and such employee shall be given first consideration for such vacancies. Selection to fill the vacancies shall be made on the basis of Company seniority within the geographical jurisdiction of the Local Union, ability and qualifications being relatively equal.

12.05.4 A Service Counter employee promoted to Wrapper or Apprentice Meat cutter shall have a ninety (90) day trial period. Said trial period shall not jeopardize the employee's former classification or seniority. There shall be no reduction in pay to any Service Counter employee as a result of a promotion to Wrapper or Meat cutter, i.e., the Service Counter employee rate of pay shall apply until such time as the Wrapper/Apprentice rate exceeds the Service Counter rate, at which time the Wrapper/Apprentice rate shall apply.

12.05.5 When a Wrapper is promoted to Apprentice Meat cutter and/or a Service Counter employee is promoted to a Wrapper or Apprentice Meat cutter, the length of service as a Wrapper and/or Service Counter employee shall be counted in their seniority.

12.05.6 Employees laid off in one seniority group shall be given the opportunity to accept a permanent vacancy in a lower seniority group before hiring a new employee for such vacancy.

12.05.7 If the laid off employee accepts the vacancy, he shall be considered as a new employee in such seniority group, including probationary period, seniority, and wages, but shall retain his seniority in the seniority group from which he was laid off six (6) months as provided in Section 12.04.3. The laid off employees shall retain their length of service with the Company for purposes of vacations, sick leave, leave of absence, and jury duty. If the laid off employee remains in the new seniority group for six (6) months, he shall then retain his original seniority date.

12.05.8 If the laid off employee is recalled to a permanent vacancy in the seniority group from which he was laid off, he shall have the option of returning to his original seniority group, at which time he shall relinquish all seniority rights in the new seniority group.

12.06 The first (1st) ninety (90) days of the employee shall be a probationary period. During such probationary period, the employee may be terminated with or without cause and such termination is not subject to the grievance procedure. This ninety (90) day period shall be extended by the amount of time the employee is absent from or unavailable for work due to medical reasons during the probationary period. The Employer must notify both the employee and the Union in writing, prior to the completion of the probationary period, of their intent to extend the probationary period.

12.07 Journeymen promoted to Head Meat Cutter shall not lose their seniority status. Seniority shall not apply in the selection of Head Meat Cutters.

12.08 For the purpose of the above paragraphs of this section, seniority shall prevail on a Company-wide basis or a Company-district basis within the jurisdiction of this Agreement. Employees contemplating a change between bargaining units and continuing to work for the same Employer will be provided with a written understanding of their seniority status as a result of the transfer from one bargaining unit to another prior to such transfer by the Employer. A copy of same will be sent to the Union.

12.08.1 Where an employee is transferred to a different area with the same Employer within the geographic jurisdiction covered by the Collective Bargaining Agreements between the Employer and United Food & Commercial Workers Local Unions #21 and #367, the transferred employee shall retain all seniority rights with the Employer but shall not be entitled to exercise such rights until the expiration of six (6) months after the date of transfer, at which time his or her seniority shall be based upon the original seniority date with the Employer, regardless of area. However, during such period of six (6) months the transferred employee shall accrue seniority rights in the new area from the date of transfer and shall retain all seniority rights in the area from which he or she was transferred. Such transfers shall be by mutual agreement between the Employer and employee. The affected Local Unions shall be notified of such transfers.

12.08.2 If the transferred employee is laid off in the new area (prior to the six (6) months period) he or she shall have the option of either remaining on layoff in the new area or returning to original area in accordance with his or her seniority. The option to return to the original area must be exercised, in writing to the Employer, within two (2) weeks of layoff in the area or this option is waived and no longer applicable. A reduction of weekly hours shall not be considered a layoff.

12.08.3 If the transferred employee has acquired seniority in the new area, is laid off (prior to the six (6) month period) and returns to the original area, his or her seniority in the new area shall not apply until recalled.

12.08.4 If the transferred employee is recalled to the new area, he or she shall then have the option of returning to the new area or remaining in the original area; provided:

a) If the employee chooses not to accept recall to the new area, all seniority rights in that area are forfeited;

b) If the employee chooses to accept recall to the new area, the total accumulated time since the original transfer date shall apply to the six (6) month period.

12.08.5 Once the six (6) month period is completed, in accordance with the above, the employee shall be considered transferred and shall have no rights to return to the original area.

### **ARTICLE 13 - GENERAL POLICY**

13.01 It is agreed that the UNION SHOP CARD will be prominently displayed, and may be removed for violation of this Agreement.

13.02 In the case of partnerships, all but one must be members of the Union.

13.03 Drug Testing – The Employer may require the employee to submit to a legally recognized drug or alcohol test at the Employer’s expense if the Employer has reasonable grounds to believe the employee is under the influence of alcohol or drugs. Reasonable grounds will not be required for drug or alcohol testing when an employee suffers an on-the-job injury. An employee who tests positive shall be entitled to have a second test performed using a different disclosure method to verify the accuracy of the test results. Time spent in such testing shall be on Company time; however, any employee refusing to submit to a drug or alcohol test shall be taken off the clock effective with the time of the Employer’s request. An employee who refuses to take a drug or alcohol test upon request shall be subject to termination.

### **ARTICLE 14 - VIOLATIONS - GRIEVANCES**

14.01 In order that the Business Representative of the Union shall not interfere with the work of the men, any employee being in arrears in payment of Union dues shall be required to give his consent in writing to the Employer before any of his wages may be turned over to the Union or its officers in payment of such dues.

14.01.1 In cases where it is concluded that an employee has been improperly discharged, the arbitrator may reinstate the improperly discharged employee. The arbitrator may not render an award which requires the employer to pay an improperly discharged or suspended employee for time that the employee has not actually worked in excess of the wage and benefits the employee would have earned had he worked his normal schedule during the one hundred and eighty (180) calendar days immediately following the date of discharge or suspension.

The Parties confirm that the above is a hard cap with no exceptions.

14.02 All matters pertaining to the proper application and interpretation of any and all of the provisions of this Agreement, shall be adjusted by the accredited representative of the Employer and accredited representative of the Union. In the event of the failure of these parties to reach a satisfactory adjustment within fifteen (15) calendar days, the matter shall be referred for final adjustment to a Labor Relations Committee selected as follows: Two members from the Employer and two members from the Union and the decision of this Committee shall be final and binding.

In the event the Labor Relations Committee fails to reach an agreement within fifteen (15) calendar days, the moving party must, within seven (7) days thereafter, refer the grievance to arbitration by written notice to the other party.

When selecting an arbitrator, the parties shall take turns striking names off the list of the following permanent panel:

1. Gary L. Axon
2. Martin Henner
3. Michael E. Cavanaugh
4. Joseph W. Duffy
5. Alan Krebs
6. Tom Levak
7. Howell Lankford
8. James Paulson
9. Shelly Shapiro
10. Ron Miller
11. Kathryn T. Whalen
12. Jane R. Wilkinson
13. Timothy D.W. Williams

The arbitrator's decision and award shall be final and binding upon both parties to this Agreement and shall be rendered within thirty (30) days from the close of the arbitration hearing or the arbitrator's receipt of the post hearing briefs, whichever is later. If the arbitrator does not render his decision within said thirty (30) days, neither party will be required to compensate the arbitrator. Payments of the arbitrator's fee shall be borne by the losing party. The parties agree that the arbitrator has the authority to determine appropriate pro ration of this cost in the event of split decision and award. The arbitrator should be made aware of the requirements of this provision at the time of selection. 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.

14.03 During the process of making adjustments under the rule and procedure set forth in section 14.02, no strike or lockout shall occur.

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

14.05 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 Employer and employees covered by this Agreement.

14.06 The Union reserves the right to discipline its members for violation of its contract.

### **ARTICLE 15 - HEALTH AND WELFARE**

15.01 Each Employer and the Union agree to be bound by the terms and provisions of that certain Trust Agreement creating the Sound Health & Wellness Trust, initially executed June 18, 1957, and all subsequent revisions or amendments thereto. Each Employer accepts as his representatives for the purpose of this Trust Fund, the Employer Trustees serving on the Board of Trustees of said Trust Fund and their duly appointed successors. The Employer and the Union also agree to be bound by the terms of the parties' Health & Welfare and Pension Agreement and by all subsequent revisions or amendments thereto.

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

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

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

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

### **ARTICLE 16 - CONFORMANCE TO LAW**

16.01 It is not the intention of the parties to this Agreement to violate the provisions of the Taft-Hartley Act. Should any portion of this Agreement be found to be in violation of the Act or any

subsequent rulings pertaining to the Act, such portion shall be brought into conformance therewith as soon after notification as possible.

16.02 Any provision of this Agreement found to be invalid under the Taft-Hartley Act shall in no way affect the full force and effect of the other provisions of this Agreement during its tenure.

### **ARTICLE 17 - LEAVE OF ABSENCE**

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

17.01.1 Illness or non-occupational injury which requires absence from work;

17.01.2 Pregnancy; and,

17.01.3 Serious illness or injury in the employee's immediate family.

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

17.02.1 Union stewards may be granted up to two (2) unpaid days off per calendar year to attend Union functions. Only one (1) shop steward per store location may be granted this time off.

17.02.2 Upon request of the Union, leaves of absence without pay for Union business not to exceed nine (9) months may be granted by the Employer to employees regardless of length of service.

17.03 Any request for a leave of absence under the terms of sections 17.01 and 17.02 shall be in writing and state the following information:

17.03.1 Reason for such request;

17.03.2 Date leave is to begin; and,

17.03.3 Date of return to work.

17.04 Any leave of absence with the exception of section 17.01.3 may run to a maximum of nine (9) months unless a longer period is mutually agreed upon between the Employer and the Union.

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

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

17.06.1 A doctor's certificate verifying that the employee is able to resume his normal duties must be furnished if required by the Employer.

17.07 Any employee who fails to return to work at the end of a leave of absence shall be considered a voluntary quit.

#### **ARTICLE 18 - NON-DISCRIMINATION**

18.01 The 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, age or national origin.

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

#### **ARTICLE 19 - WORKPLACE SAFETY**

19.01 Safety Committees will be held in accordance with applicable laws. Upon request, the Employer will notify the Union when the Safety Committee will meet. Minutes of the Safety Committee meetings will be posted or made otherwise available for review.

19.02 In addition to the store level safety committees, the Employer and the Unions will jointly set up a Master Safety Committee, made up of (2) members from each Union (UFCW Local 21, UFCW Local 367, and Teamsters Local 38), and up to an equal number of members from the Company. If necessary to address certain issues at a workplace either party may invite guests, with prior approval of the committee.

The Master Safety Committee will meet periodically, and no less frequently than once per quarter, to review workplace safety matters. The parties will discuss and work toward resolving safety issues in the workplaces.

In addition, the Company and the Union agree that they will continue to discuss and jointly address safety related issues and/or questions about the Company's safety program in good faith.

19.03 The Company agrees that it shall provide safety training in accordance with the law and its policies as necessary. In addition, the store safety committees may recommend training subjects and those recommendations will be considered and acted upon by the Master Safety Committee.

19.04 The parties agree that no party shall retaliate against any employee for bringing forward safety issues.

19.05 Nothing in this article shall be interpreted to diminish the Employer's rights/obligations or employees' rights/obligations under applicable laws or current Company practices and policies.

19.06 The Company and Union agree that the Employer is responsible for maintaining a sound safety program and its employees are responsible for adhering to the safety program.

**ARTICLE 20 - DURATION OF AGREEMENT**

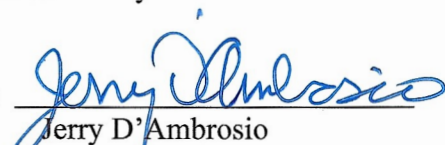
20.01 This Agreement shall be in full force and effect, and be binding upon both of the parties hereto, from June 7, 2020 through August 7, 2023. It shall then automatically renew itself from month to month thereafter, unless opened by either party upon sixty (60) days notice in writing prior to the expiration date.

IN WITNESS WHEREOF, we attach our signatures this 13 day of October, 2021.

D'Ambrosio & Associates  
for and on behalf of  
Forks Thriftway

UNITED FOOD & COMMERCIAL  
WORKERS UNION LOCAL #21

BY:

  
\_\_\_\_\_  
Jerry D'Ambrosio  
Labor Consultant

BY:



\_\_\_\_\_  
Faye Guenther  
President



**APPENDIX "A"**

**WAGES**

**Meat Market Manager, Journeyperson Meatcutter, Apprentice Meatcutter, Wrapper,  
 Service Counter Employee, Lead Service Counter Employee**

Increases are “across the board” so that employees paid above scale will receive the wage increases. The exceptions to this rule are: (a) employees being paid an over scale rate due to an increase in the Washington State minimum wage; (b) employees who have transferred into another classification and have had their wage rate frozen at an above scale level; and (c) any Safeway Seafood Managers who are being paid in excess of the Company established pay rates for their store.

In no event shall any wage classification be less than ten cents (10¢) per hour above the then current Washington State minimum wage. Each rate will be at least ten cents (10¢) per hour higher than the previous rate in the progression schedule.

Sunday Premium: Meatcutters & Wrappers: For employees hired prior to May 29, 2011, all work performed on Sundays shall be paid at the rate of time and one-third (1/3) of the straight-time hourly rate. Employees hired on or after May 29, 2011, shall receive one dollar (\$1.00) per hour over the employee’s regular straight-time wage rate for all hours worked on Sunday.

**Meat Cutters**

For employees hired prior to May 29, 2011: The progression step hours were not printed, however they still exist for employees that were hired prior to 2011 that transfer between Appendices.

<b>Classifications</b>	<b>Current</b>	<b>8/2/20</b>	<b>1/1/21</b>	<b>8/1/21</b>	<b>1/1/22<sup>^</sup></b>	<b>7/31/22</b>	<b>1/1/23<sup>^</sup></b>
Market Manager	\$24.05	\$24.60	\$24.60	\$25.15	\$25.15	\$25.70	\$25.70
Journeyperson	23.05	23.60	23.60	24.15	24.15	24.70	24.70
	<b>Current</b>	<b>6/7/20</b>	<b>1/1/21</b>	<b>6/6/21</b>	<b>1/1/22<sup>^</sup></b>	<b>6/5/22</b>	<b>1/1/23<sup>^</sup></b>
6 <sup>th</sup> 6 months	19.70	19.70	19.70	19.70			
5 <sup>th</sup> 6 months	18.15	18.15	18.15	18.15			
4 <sup>th</sup> 6 months	16.60	16.60	16.60	16.60			
3 <sup>rd</sup> 6 months	15.06	15.06	15.06	15.06			
2 <sup>nd</sup> 6 months	13.70	13.70	13.89	13.89			
1 <sup>st</sup> 6 months	13.60	13.60	13.79	13.79			

<sup>^</sup>Wage rates TBD based on minimum wage at that time.

**Meat Wrappers**

For employees hired prior to June 5, 2005: The progression step hours were not printed, however they still exist for employees that were hired prior to 2005 that transfer between Appendices.

<b>Classifications</b>	<b>Current</b>	<b>8/2/20</b>	<b>1/1/21</b>	<b>8/1/21</b>	<b>1/1/22^</b>	<b>7/31/22</b>	<b>1/1/23^</b>
Journey person	\$20.45	\$21.00	\$21.00	\$21.55	\$21.55	\$22.10	\$22.10
	<b>Current</b>	<b>6/7/20</b>	<b>1/1/21</b>	<b>6/6/21</b>	<b>1/1/22^</b>	<b>6/5/22</b>	<b>1/1/23^</b>
Next 520 hrs.	14.30	14.30	14.49	14.49			
Next 1040 hrs.	14.20	14.20	14.39	14.39			
Next 1040 hrs.	14.10	14.10	14.29	14.29			
Next 1040 hrs.	14.00	14.00	14.19	14.19			
Next 1040 hrs.	13.90	13.90	14.09	14.09			
Next 1040 hrs.	13.80	13.80	13.99	13.99			
Next 1040 hrs.	13.70	13.70	13.89	13.89			
1st 1040 hrs.	13.60	13.60	13.79	13.79			

^Wage rates TBD based on minimum wage at that time.

**Service Counter Employees**

Service Counter employees will be considered a separate classification for all purposes, including seniority. Service Counter employees shall not be permitted to cut, bone, or grind fresh meat or perform any wrapping of meat products for preparation for sale in self-service cases. Service Counter employees may cut a steak or roast which has already been processed by a Meat cutter to size to serve a customer, modify any prepared cut to suit a customer, or use the slicing or cube machines to service a customer. When a Meat cutter or Meat Wrapper is not on duty, the Service Counter employee may stock the self-service case with products that have been prepared by Meat cutters or Meat Wrappers and are in storage ready for sale. Service Counter employees may perform work in the self-service deli's.

Seafood products may be wrapped and priced in the Service Department and placed in the self-service meat counter or other places in the store for customer purchase.

Service Counter employees performing work in the self-service deli's shall be paid for such work at the Wrapper rate of pay in the corresponding progression bracket. Service Counter employees scheduled to work in the self-service deli's shall have such scheduled time designated on the work schedules.

Lead Service Counter employees shall be a separate classification at the option of the Employer. Service Counter employees assigned to the Lead position shall not lose their seniority status. Seniority shall not apply in the selection of the Lead Service Counter employee. This position shall apply to the employee assigned by management the responsibility of scheduling and directing

the work within the Service Department. Employees assigned the above responsibilities shall be classified as Lead Service Counter employees.

In no event shall any wage classification be less than ten cents (10¢) per hour above the then current Washington State minimum wage. Each rate will be at least ten cents (10¢) per hour higher than the previous rate in the progression schedule.

Sunday Premium: Service Counter: For employees hired prior to the expiration date of this agreement all work performed on Sundays shall be paid at the regular straight-time rate plus two dollars and sixty-seven cents (\$2.67). Employees hired on or after the expiration date of this agreement shall receive one dollar (\$1.00) per hour over the employee’s regular straight-time wage rate for all hours worked on Sunday.

For employees hired prior to June 5, 2005: The progression step hours were not printed, however they still exist for employees that were hired prior to 2005 that transfer between Appendices.

<b>Classifications</b>	<b>Current</b>	<b>8/2/20</b>	<b>1/1/21</b>	<b>8/1/21</b>	<b>1/1/22<sup>^</sup></b>	<b>7/31/22</b>	<b>1/1/23<sup>^</sup></b>
Lead S/C	\$16.80	\$17.40	\$17.40	\$18.00	\$18.00	\$18.60	\$18.60
Journey person	16.30	16.90	16.90	17.50	17.50	18.10	18.10
	<b>Current</b>	<b>6/7/20</b>	<b>1/1/21</b>	<b>6/6/21</b>	<b>1/1/22<sup>^</sup></b>	<b>6/5/22</b>	<b>1/1/23<sup>^</sup></b>
Next 520	14.30	14.30	14.49	14.49			
Next 1040 hrs.	14.20	14.20	14.39	14.39			
Next 1040 hrs.	14.10	14.10	14.29	14.29			
Next 1040 hrs.	14.00	14.00	14.19	14.19			
Next 1040 hrs.	13.90	13.90	14.09	14.09			
Next 1040 hrs.	13.80	13.80	13.99	13.99			
Next 1040 hrs.	13.70	13.70	13.89	13.89			
1st 1040 hrs.	13.60	13.60	13.79	13.79			

<sup>^</sup>Wage rates TBD based on minimum wage at that time.

**LETTER OF UNDERSTANDING #1**  
**SELF-SERVICE DELI JURISDICTION**

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It is agreed that those Employers who are currently using employees covered by this labor agreement (formerly members of Local 44) in their self-service deli's shall continue to do so regardless of where located. This understanding shall apply to present stores, replacement stores and stores currently (May 28, 1981) under construction but shall not apply to new stores.

## **LETTER OF UNDERSTANDING #2**

### **MOST FAVORED NATIONS**

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Should the Union at any time after the date of this Agreement enter into a renewal agreement, or any extension thereof, covering any grocery store(s) within the geographic area covered by this Agreement based upon a settlement of new terms negotiated after the date of this Agreement which are more advantageous to such grocery store(s), the Employer party to this Agreement shall be privileged to adopt any such settlement in its entirety, provided the Employer has sent written notice to the Union calling the matter to its attention. (N/A to new store openings.)

**LETTER OF UNDERSTANDING #3**  
**CORPORATE CAMPAIGN**

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The Employers signatory hereto and the UFCW Locals, during the negotiations for the Clerks and Meatcutters Agreement in Puget Sound, believe it has a good faith relationship and will not take any action to depart from that relationship or take any action inconsistent with maintaining that relationship. Consistent with its duty of fair representation under the Agreements and their grievance procedures, UFCW Locals #21 and 367 will not be a party to, instigate or support class action litigation (except charges with the National Labor Relations Board) or engage in any type of corporate campaign against any involved Employer.

It is also recognized that various monies from the Local Unions are paid to UFCW International Union funds. The Local does not control such funds. Consequently, the UFCW International Union's use of those funds for purposes contrary to this Agreement will not be a violation of this Agreement.

**LETTER OF UNDERSTANDING #4**  
**DUES CHECK-OFF**

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1. Added initiation and uniform dues through payroll deduction as follows:
  - a. Union Dues Check-Off

On a weekly basis the Employer agrees to deduct uniform dues and initiation fees from the paycheck of those covered employees whose individual written unrevoked authorizations are on file with the Employer and to transmit the amounts so deducted to the Union monthly. Said deduction authorizations shall be in such form as to conform with Section 302(c) of the Labor Management Relations Act of 1947.
  - b. Authorized initiation fees will be deducted in three (3) equal installments and remitted to the Local Union monthly.
  - c. It is understood the Employer is not liable in any manner if the employee is not on the payroll at the time deductions are being processed.
  - d. Indemnify and Hold Harmless

The Union shall indemnify and hold the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company in reliance upon signed authorization cards furnished to the Company by the Union or for the purpose of complying with any of the provisions of this Article.
2. The Employer shall be granted a reasonable period to adopt administrative and payroll procedures to accommodate this agreement.
3. Active Ballot Club - For employees who voluntarily authorize a contribution to the UFCW Active Ballot Club political action committee, the Employer agrees to deduct the authorized amount each payroll period on a payroll deduction basis and forward same to the Union monthly.

**LETTER OF UNDERSTANDING #5**

**DOCTOR'S NOTES**

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The Employers agree that they will not automatically require doctor's notes when employees call in sick.



## **LETTER OF UNDERSTANDING #6**

### **SCHEDULED DAYS OFF**

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When an employee requests a day off in advance of the schedule being written and the request is granted, the Employer will endeavor to work with the employee so that there is not a reduction in hours because of the request. (This LU shall not be subject to the grievance procedure).

**LETTER OF UNDERSTANDING #7**  
**GRIEVANCE PROCEDURE**

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All parties would benefit from a dispute resolution procedure that is both more timely and more efficient. To that end, the parties agree to the following:

1. All disputes that are resolved at the store level (whether a formal grievance has been filed or not) shall be on a non-precedent basis (unless otherwise expressly stated in writing) and shall not be used by any party in any other situation or procedure regarding another employee or union agent and any manager or supervisor at the store or regional level.
2. The parties should strive to share factual details regarding a grievance (or pre-grievance issue) as early as possible in the process. The filing party should provide as much detail as possible in the original grievance or soon thereafter. The responding party should provide as much detail as possible with its response. This will allow both parties to more effectively investigate and assess the grievance and hopefully resolve the matter short of needing an in-person grievance meeting.
3. Written warnings need not be processed beyond the union filing a grievance in order to preserve the union's right to challenge the warning if it is used as progressive discipline in the future.

**LETTER OF UNDERSTANDING #8**  
**OPTIONAL VOLUNTARY BUYOUT**

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The parties agree that the Employer may offer voluntary buyout opportunities to employees at any time(s) during the term of this agreement. In the event such voluntary buyouts are offered during the term of this agreement, the Company agrees to provide advance notice to the Union concerning the buyout components, the terms of the offer(s), and the timing of any offering(s), and to allow the Union to attend employee meetings regarding this issue.

**LETTER OF UNDERSTANDING #9**  
**SCHEDULING PRACTICES**

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The Employer agrees to continue its current scheduling practices. In the future, prior to making any changes to those practices, the Company will meet with the Union to discuss those changes.

**LETTER OF UNDERSTANDING #10**

**INVESTMENT IN WORKFORCE DEVELOPMENT WETRRAIN NON-PROFIT**

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The employers and unions agree to a Joint Committee on Workforce Development.

The employer and unions will utilize the committee as described below:

1. The Joint Committee will work towards the establishment of a training program to meet the needs of future staffing.
2. The committee will have an equal number of union and employer representatives.
3. Joint Committee will meet quarterly.
4. The Joint Committee will seek new funding streams.
5. All members of the Joint Committee will cooperate in order to meet requirements of grants, when reasonable and it makes business sense to do so.
6. Each signatory employer will contribute to the WeTrain program \$500 per graduated worker who either (1) gets pre-approval from the employer to take the training and works for the employer at the time of graduation; or (2) are hired by the employer within 6 months of graduation, provided the employee provides notice of the graduation prior to being hired. This amount will be paid in aggregate for all employers up to \$300,000, matching a one-time seed contribution from UFCW 21 of \$300,000 and \$9,500 from Teamsters 38.
7. The bargaining parties agree to allow the joint committee to address future funding needs during the term of this agreement.

Nothing herein is intended to diminish work preservation rights the unions have under existing contractual provisions or law.

**LETTER OF UNDERSTANDING #11**

**BENEFITS FOR WORKERS WITH DISABILITIES**

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For employees with disabilities who are also covered by Medicaid/SSI Disability (definition as determined by the trustees) and restricted by Medicaid/SSI (definition as determined by the trustees) rules in their ability to work enough hours to qualify for life insurance or vacation pay under the normal contract rules, the parties agree to the following provisions that will only apply to these employees:

1. The Parties agree to request that the Trustees of the Sound H&W Trust Fund develop rules which will result in these employees being eligible for a life insurance benefit similar to that offered to other qualified participants of the Fund, and;
2. The Employers agree that for any of these employees who work less than the annual hours required hours to earn a normal vacation benefit under the contract (currently less than 800 hours per year), the Employer shall pay pro-rated vacation pay to these employees based on the yearly schedule outlined in the contract and based on the actual number of hours worked in the prior anniversary year, divided by 2080 hours. (For example, an employee who only works 700 hours in their anniversary year and would otherwise not be eligible for vacation pay, would be paid 13.46 hours per week of vacation earned.)

**LETTER OF UNDERSTANDING #12**

**JOINT LABOR MANAGEMENT COMMITTEES**

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Electronic Schedules: The parties agree to establish a Joint-Labor Management Committee to consider the Union’s proposal regarding the providing of electronic schedules.


New Hire Orientation: The parties agree to establish a Joint Labor-Management Committee to consider the Union’s proposal regarding new employees orientation if Right to Work is passed.

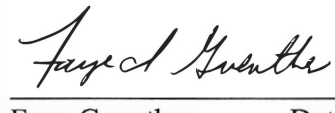
The Parties hereby agree to the following Letters of Understanding and Addendums:

- LETTER OF UNDERSTANDING #1  
SELF SERVICE DELI JURISDICTION
- LETTER OF UNDERSTANDING #2  
MOST FAVORED NATIONS
- LETTER OF UNDERSTANDING #3  
CORPORATE CAMPAIGN
- LETTER OF UNDERSTANDING #4  
DUES CHECK-OFF
- LETTER OF UNDERSTANDING #5  
DOCTOR'S NOTES
- LETTER OF UNDERSTANDING #6  
SCHEDULED DAYS OFF
- LETTER OF UNDERSTANDING #7  
GRIEVANCE PROCEDURE
- LETTER OF UNDERSTANDING #8  
OPTIONAL VOLUNTARY BUYOUT
- LETTER OF UNDERSTANDING #9  
SCHEDULING PRACTICES
- LETTER OF UNDERSTANDING #10  
INVESTMENT IN WORKFORCE DEVELOPMENT WETRAIN NON-PROFIT
- LETTER OF UNDERSTANDING #11  
BENEFITS FOR WORKERS WITH DISABILITIES
- LETTER OF UNDERSTANDING #12  
JOINT LABOR MANAGEMENT COMMITTEES

D'Ambrosio & Associates  
For and on behalf of  
Forks Thriftway

UNITED FOOD & COMMERCIAL  
WORKERS UNION LOCAL NO. 21

  
\_\_\_\_\_  
Jerry D'Ambrosio                      Date  
Labor Consultant

 10/13/2021  
\_\_\_\_\_  
Faye Guenther                      Date  
President



# THE UNION DIFFERENCE

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

## A Voice at Work

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

## Right to Union Representation

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

## Just Cause for Discipline

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

## The Security of a Union Contract

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

## Union Leadership

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

# My Shop Steward is:

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# My Union Rep is:

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

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

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

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

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

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

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

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

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

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

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

UFCW3000



**UFCW3000**

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

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