

Agreement by and between
UFCW 3000
and
Hood Famous Bakeshop

Effective: 04-30-2021 – 03-31-2024

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

PREAMBLE

This Agreement is made and entered into by and between Hood Famous Bakeshop (hereinafter referred to as the “Employer”) and United Food and Commercial Workers or UFCW Local 21 (hereinafter referred to as the “Union”).

It is the intent and purpose of the Employer and the Union to promote and improve Labor Management relations between them and to set forth the understanding reached between the parties with respect to wages, hours of work and conditions of employment.

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

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

1.1 The Employer hereby recognizes the United Food and Commercial Workers Union Local No. 21 as the sole and exclusive Collective Bargaining Agency for a unit consisting of all employees employed in the Employer’s present and future restaurant and/or bakery establishments under the direct control of the Employer party to this Agreement, with respect to rates of pay, hours and other conditions of employment, except and excluding supervisory employees within the meaning of Section 2 (11) of the National Labor Relations Act as amended. All work of handling and selling of merchandise in such restaurant and/or bakery establishments covered by this Agreement shall be performed only by employees of the Employer within the unit referred to above for which the Unions are recognized as the sole Collective Bargaining Agencies by the Employer.

1.2 The Employer shall inform any legal successor that there is a Collective Bargaining Agreement in place and shall require the successor as a condition of any sale or other transaction resulting in a change of ownership to assume all obligations of the employer under that Collective Bargaining Agreement (CBA). The Employer must notify the purchaser at least one-hundred twenty (120) days prior to the closing of the transaction about the CBA, including that adoption of the CBA is a condition of the sale, and copy the Union with the notice to the purchaser. Understanding the change in ownership may warrant amendments, the entire agreement may be opened by either party for negotiations within one-hundred twenty (120) days after the transfer of ownership to the new Employer.

1.3 In the event the Employer decides to subcontract unit work and the contract will reduce the hours available to employees covered by this Agreement, the Employer will give the Union notice and an opportunity to bargain. The Employer and the Union will meet to negotiate in good faith over alternatives to contracting out the work. The Employer's agreement to alternatives shall not be unreasonably withheld.

ARTICLE 2 - UNION SECURITY

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

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

2.2.1 If a newly hired staff person fails to apply for Union membership, or if a staff person fails to comply with the requirements of continued membership as set forth above, the Union will serve a letter upon the Employer requesting that such staff person be suspended. The Union will work with the Employee to resolve the issue, which may include reviewing options to reduce amount owed, placing the member on a payment plan, or other options that may be available to the Employee.

2.2.2 Upon receipt of a letter requesting suspension of a staff person who has not complied with Article 2 of the Agreement, the Employer shall (on the same date, if the staff person is working on that date) immediately notify such staff person that if she/he has not complied with the Union membership requirements of Article 2 of the Agreement within forty-five days (45) from the date of written request for suspension, his/her employment shall automatically be suspended.

2.2.3 The Union agrees to withdraw any letter of suspension if a staff person, in respect to whom such letter has been served, shall complete his/her membership requirements within the time limit specified in 2.2.1 and 2.2.2.

2.2.4 Whenever the Union requires the suspension of any staff person in connection with the Union security clause of this Contract, the Union shall hold the Employer harmless and shall indemnify the Employer against loss, as a result of relying upon the direction of the Union in suspending any staff person. The Employer agrees that when the Union notifies the Employer that the reason for the suspension was a bona fide clerical error, the Employer will reinstate the staff person to his/her former position on the next weekly schedule.

2.3 The Employer shall supply to the Union on a monthly basis a list of all employees covered by this Agreement. The list shall be sent electronically and shall include the employee's name, address, phone number, department, job classification, date of hire, social security

number, and wage rate. Each month the Employer will also include an electronic list of new hires and terminations during previous month. The new hire list shall include all information listed above. The termination list shall include the effective date of termination. Provided, however, the two lists can be combined into one list if the Employer identifies the new employees and the terminated employees on the supplied list.

2.3.1 The Union shall without limitation indemnify and hold the Employer harmless from any and all claims arising from the Employer's requirement to comply with Section 2.3.

2.4 The Employer agrees that it will not require any staff person or prospective staff person to take a polygraph (lie detector) test or tests as a condition of employment or continued employment.

2.5 During the term of this Agreement, the Employer shall deduct Union all dues, initiation fee 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 dollar amount 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.

2.5.1 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. The Union shall without limitation indemnify and hold the Employer harmless from any and all claims arising from the Employer's requirement to comply with Section 2.7.

2.6 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.

ARTICLE 3 – EMPLOYMENT PRACTICES

3.1 Non-Discrimination: Neither the Employer nor the Union will discriminate in hiring, promotion, or continued employment because of race, color, religion, sex, national origin, age, gender identity, sexual orientation, or marital status. This Agreement shall be interpreted to permit the reasonable accommodation of disabled persons as required by state and/ or federal law, including the Americans with Disability Act (ADA). In the event a proposed accommodation will conflict with an express provision of this Agreement, the parties, at either's

request, shall meet to discuss the proposed accommodation.

3.3 Job Posting. Job openings in the bargaining unit shall be posted for no less than seven (7) calendar days. All bargaining unit employees will be sent an email notification of the posting at or about the time of posting. The description and requirements for the job shall be included in the posting. Employees who apply for an open position who are not interviewed shall be informed why they were not interviewed within seven (7) days of the closing date for application. In the selection process, the Employer will select the most highly qualified applicant for the job. Where qualifications are considered by the Employer to be equal, the senior employee applying for such job will be given preference. For purposes of this Agreement, the term "qualified" is herein defined to include such factors as skill, competence, ability, experience, attendance/punctuality (excluding any absences covered by FMLA or Worker's Compensation) record and documented past performance, in the judgment of the Employer, which shall not be exercised in a manner that is arbitrary or capricious.

3.4 Notice of Promotional Events and New Products: Employees shall be sent an email notification (or other reliable digital communication platform), at least one week in advance of public notification, of any promotional events. Promotional Events shall include community events, seasonal product launches, and major sales (excluding daily specials). The Employer also agrees to provide at least one (1) week notice prior to launch for any new products permanently, or seasonally, added to the menu.

3.5 Courtesy Clause: The Employer and the Union agree to encourage everyone, regardless of position or profession, to perform in an efficient, courteous, and dignified manner when such individuals interact with fellow employees and the public. Employees are encouraged to report concerns including, but not limited to, inappropriate behavior, sexual harassment, racial discrimination by co-workers, supervisors, or customers to their direct supervisor. If the supervisor is the aggressor or, if the employee feels the supervisor is not appropriately handling the complaint, then the employee should report their concerns directly to the Employers.

3.6 No Free Time: The Employer shall be responsible for payment for all hours worked, and an employee shall only work those hours specifically authorized by the Employer. Any employee found by the Employer or the Union to be engaging in such practice shall be subject to discipline, which may include termination.

ARTICLE 4: DISCIPLINE AND DISCHARGE

4.1 The Employer shall have the right to discipline or discharge employees for "just cause." "Just cause" means the employer must have a reason ("cause") for imposing discipline and the reason must be fair ("just"). The Employer may set policies regarding the competency and qualifications of staff persons. An employee may request the attendance of a Union representative during the Formal Warning phase (Section 4.3.2) and onward of the Employer's Progressive Discipline Policy, unless otherwise provided by law.

4.1.1 Progressive discipline shall not be applied when the Employer demonstrates that the nature of the offense is so serious as to justify immediate discharge.

4.1.2 There exists a ninety (90) calendar day probationary period for each staff person beginning with the most recent date of hire. If a staff person is terminated during this probationary period, such terminations are not subject to the grievance procedure of this Agreement.

4.3 Employer's Progressive Discipline Policy, except in serious cases warranting immediate escalated discipline or discharge, will follow sequentially: Coaching Conversation, Formal Warning, and Final Warning.

4.3.1 Coaching conversation

If the employee's performance or conduct falls short, the Manager/Supervisor will meet with the employee and talk with them about what is needed to meet expectations - For most employees, hopefully this will be all that's needed in meeting expectations of successful job performance. Employees are required to acknowledge receipt of the coaching conversation with their signature. This will be placed in the employee's file and remains active for 6 months.

4.3.2 Formal Warning

If after the employee's coaching conversation their performance or conduct doesn't improve to the expected level, the employee and their Manager/Supervisor may revisit the earlier conversation about performance expectations. Hopefully, this will help the employee better understand what their focus should be to improve their performance or conduct. During this step the employee's Manager will communicate the expected performance and/or conduct and the actions they must take in order to meet expectations. Employees are required to acknowledge receipt of the Formal Warning with their signature. This will be placed in the employee's file and remains active for 6 months.

4.3.3 Final Warning

Finally, if after the coaching conversation and formal warning the employee does not meet expectations, their Manager/Supervisor may meet with the employee again and talk with them about their responsibility to meet all of expectations as earlier discussed. If the employee demonstrates improvement, has met Employer's expectations and meets the objectives outlined in the Final Warning for a period of 6 months, they will be considered in good standing. If the employee's performance and/or conduct initially improves after the Final Warning but subsequently falls below expectations at a later point in the 6 months period following the Final Warning, the Manager/ Supervisor will partner with owners (if applicable) to determine if termination is warranted.

ARTICLE 5: SENIORITY AND AVAILABLE HOURS

5.1 Attainment of Seniority

5.1.1 All employees shall attain seniority after ninety (90) calendar days with the employer.

5.1.2 Upon completion of this period, seniority shall date back to the most recent date of hire.

5.2 Application of Seniority

5.2.1 Seniority shall be applicable on an individual store basis, except as otherwise provided for under Section 5.2.2, and shall apply to the extent provided for in this Article.

5.2.2 An employee's seniority shall not be broken in cases where the employee transfers to a different store within the same Employer covered by this collective bargaining agreement.

5.2.3 Layoff: Where, on an individual store basis, there is a reduction of the number of employees holding seniority within such store, the last employee hired shall be the first employee laid off, provided qualifications and ability are equal. The affected employee(s) so reduced may displace the most junior employee of the Employer in the same classification within the geographic jurisdiction covered by this Agreement. In the event of a store closure, the affected employees shall be considered laid off at the time of the closure.

5.2.4 Voluntary Layoff: If the Employer has determined that layoffs are necessary, an Employee may elect to be laid-off outside of seniority to prevent or delay the lay-off of less senior employees. The Employee's offer to be laid-off outside of seniority must be submitted in writing and may be approved at the discretion of the Employer.

5.3 Rehire

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

5.3.2 Employees shall be required to inform the Employer in writing of their current addresses and phone number, employees rehired in accordance with 5.4.1 shall be notified in writing to report to work.

5.3.3 The Employer will make every effort to contact the recalled employee, however, recalled Employees who do not respond within three (3) business days of notice will forfeit their right to recall.

5.3.4 Recall Deferment: A recalled employee may request to defer their recall in order to enable a less-senior employee to return to work. If deferred, the recall offer shall be extended to the next senior laid off employee while the deferred employee shall be returned to the recall list. The employee's offer to defer recall must be submitted in writing and may be approved at the discretion of the Employer.

5.4 Loss in Seniority

5.4.1 Except as otherwise provided for in Article 6 – Leave of Absence, seniority shall be broken and the employee's services shall be terminated for the following reasons:

5.4.2 Voluntary quit;

5.4.3 Discharge in accordance with Article 4;

5.4.4 Absence caused by a layoff in excess of ninety (90) consecutive calendar days.

5.4.5 Absence caused by an illness or non-occupational accident of more than three (3) months, unless an extension of an illness or non-occupational related leave of absence is approved by the Employer;

5.4.6 Absence caused by an occupational accident of more than nine (9) consecutive months unless a longer period is agreed upon between the Employer and the Union;

5.4.7 Failure to report to work three (3) business days following the postmark of the written notice referred to in Section 5.3.2 mailed to employee's last known address; and,

5.4.8 Failure to report to work immediately following a Leave of Absence as provided for under Article 6.

ARTICLE 6: LEAVE OF ABSENCE

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

6.1.1 Bona fide illness or non-occupational injury which requires absence from work in excess of fourteen (14) calendar days.

6.1.2 Pregnancy.

6.1.3 Serious illness or injury in the employee's immediate family as defined by the Family and Medical Leave Act (FMLA).

6.2 Leaves for any reason may be granted at the sole discretion of the Employer to employees regardless of length of service.

6.2.1 Union stewards shall be granted up to two (2) unpaid days off per calendar year to attend Union functions.

6.2.2 Upon request of the Union, leaves of absence without pay for Union business not to exceed three (3) months may be granted by the Employer to employees regardless of length of service. An extension to Union leave may be granted at the discretion of the Employer.

6.3 Any request for a leave of absence under the terms of Sections 6.1 and 6.2 shall be in writing and state the following information:

6.3.1 Reason for such request;

6.3.2 Date leave is to begin; and,

6.3.3 Date of return to work.

6.4 Any leave of absence, with the exception of Section 6.1.3 and 6.5, may run to a maximum of nine (9) months, unless a longer-term leave is mutually agreed to by the Employer and employee.

6.5 Leaves due to occupational injuries that result from employment with the current Employer regardless of length of service, shall be granted for a period up to twelve (12) months unless a longer period is agreed upon between the Employer and the employee.

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

6.6.1 A doctor's certificate verifying that the employee is able to resume their normal duties must be furnished if requested by the Employer. However, the employer's requirements for verification may not result in an unreasonable burden or expense on the employee and may not exceed privacy or verification requirements otherwise established by law. The Employer may work with the Employee to reduce the burden or expense of obtaining a doctor's note if the Employer believes it may be unsafe for the employee to report to work.

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

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

6.8 Any employee found to have abused the "leave of absence" by falsification or misrepresentation shall thereupon be subject to disciplinary action.

ARTICLE 7: HOURS OF WORK AND OVERTIME

7.1 All hours worked in excess forty (40) hours per week shall be paid for at the rate of time and one-half (1-1/2) the regular rate of pay. Where six (6) consecutive days are worked, time and one-half (1-1/2) shall be paid for hours worked on the sixth consecutive day worked and beyond.

7.2 A minimum of twelve (12) hours shall be required between shifts. Otherwise, the premium of time and one-half (1-1/2) will be required for any hours that may be worked prior to the expiration of the twelve (12) hour period.

7.3 Holidays: Time worked on the following holidays: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day shall be paid for at time and one-half (1-1/2) the employee's straight-time wage rate, in addition to any holiday pay to which the employee is otherwise entitled to under Article 8.1.

7.4 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.

7.5 Rest Period: Employees shall be allowed a rest period of not less than fifteen (15) minutes, on the Employer's time, for each four hours of working time. Rest periods shall be scheduled as near as possible to the mid-point of the work period. No employee shall be required to work more than three hours without a rest period.

7.6 Store Meetings: Required store meetings shall be paid and shall be considered time worked for the purpose of computing overtime.

7.6.1 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 a two (2) hour call-in for such meetings.

7.7 Wage Statements: The Employer agrees to furnish each employee, on regular established paydays, a wage statement showing the name of the employee, period covered, hours worked, rate of pay, tips paid, total amount of wages paid and deductions made.

7.8 Work Schedules: The Employer recognizes the desirability of giving their employees as much notice as possible in the planning of their weekly schedules of work and, accordingly, agrees to post a work schedule at least two (2) weeks in advance. It is understood that the work schedule may not be used to guarantee any specified number of hours of work to any employee and that the schedule may be changed in case of emergency; or by forty-eight (48) hours' notice to the employee; or by mutual agreement between the Employer and the employee, provided however, no employee shall be discriminated against for failure to enter into such mutual agreement.

7.8.1 All employees, except in cases of emergency beyond the Employer's control or where the employee is unable to work four (4) hours on a particular day, shall receive not less than four (4) continuous hours work or equivalent compensation in any one (1) day ordered to report for work, compensation to begin at the time of reporting for duty. By mutual agreement the four (4) requirement of this section may be waived by the employee on a case-by-case basis, provided however, the Employer has collected a signed waiver from the Employee for each event.

ARTICLE 8: CLASSIFICATIONS AND MINIMUM RATES OF PAY

8.1 This article may be opened by either party for the further negotiation of classifications and minimum rates of pay by giving 60 days' notice prior to June 30, 2021.

8.1.1 In the event the parties elect to open this article for further negotiation, Article 20 (No Strikes or Lockouts) shall be suspended from the point of notice until the parties reach an agreement and ratify.

8.1.2 In the event economic conditions have not improved enough for productive negotiations the parties may, with mutual agreement, elect to postpone the deadline in Section 8.1 to December 31, 2021.

8.2 Tip Sharing Policy: The parties believe that everyone who contributes to the chain of service to guests impacts the overall guest experience, which impacts the tips left by guests. Therefore, there shall be a tip sharing program in which all bargaining unit employees who contribute to the guest experience will receive a share of tips.

Each week's total tips (Sunday through Saturday) will be calculated each week and divided by the total amount of hours worked for all tip eligible employees. That will be the "tipped dollar/hour" that week. The total tips distributed to each tip eligible employee each week will be the "tipped dollar/hour" x "number of hours worked that week" = Total tip distributed.

The Employer shall have the right to collect up to three percent (3%) of all tips charged to a customer's credit card to cover the fees charged by credit card companies. This shall not apply to cash tips.

The Employer shall calculate the tip sharing program each pay period and the amount owed to each employee shall be distributed every payday.

ARTICLE 9: HOLIDAYS

9.1 The following days shall be considered paid holidays for all employees who have been employed for twelve (12) consecutive months: Christmas Eve, and Christmas Day.

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

*Hours normally worked per week shall be calculated based on the employee's average weekly schedule for the previous twelve (12) months.

9.1.1 The holidays set forth in Section 9.1 shall be observed as holidays on the date established for each by Federal legislation.

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

9.2 Employees with twelve (12) months -of consecutive employment with the Employer shall be entitled to a personal holiday.

9.4 Employees who qualify for holiday pay as specified in Section 9.1 of this Article shall be paid time and one-half (1-1/2) in addition to such holiday bonus pay for work performed on holidays named in Section 9.1 of this Article.

ARTICLE 10: VACATION

10.1 This article may be opened by either party for the further negotiation of vacation by giving 60 days' notice prior to June 30, 2021.

10.1.1 In the event the parties elect to open this article for further negotiation, Article 20 (No Strikes or Lockouts) shall be suspended from the point of notice until the parties reach an agreement and ratify.

10.1.2 In the event economic conditions have not improved enough for productive negotiations the parties may, with mutual agreement, elect to postpone the deadline in Section 10.1 to December 31, 2021.

ARTICLE 11: SICK & SAFE LEAVE

11.1 Employees accrue paid sick and safe leave at a rate of one hour for every 40 hours worked beginning on the first day of employment. After an employee's ninetieth (90th) day of employment, eligible employees may use accrued paid sick and safe leave for:

11.1.1 An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or

treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care.

11.1.2 To allow the employee to provide care of a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care of a family member who needs preventive medical care.

11.1.3 When the employee's place of business has been closed by order of a public official, for any health-related reason, to limit exposure to an infectious agent, biological toxin, or hazardous material.

11.1.4 When the employee's family member's school or place of care has been closed.

11.1.5 For any of the following reasons related to domestic violence, sexual assault, or stalking, as set out in RCW 49.76.030:

1) To enable the employee to seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or the employee's family or household members including, but not limited to, preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault, or stalking;

2) To enable the employee to seek treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault, or stalking, or to attend to health care treatment for a victim who is the employee's family or household member;

3) To enable the employee to obtain, or assist a family or household member in obtaining, services from a domestic violence shelter, rape crisis center, or other social services program for relief from domestic violence, sexual assault, or stalking;

4) To enable the employee to obtain, or assist a family or household member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault, or stalking, in which the employee or the employee's family or household member was a victim of domestic violence, sexual assault, or stalking; or

5) To enable the employee to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family or household members from future domestic violence, sexual assault, or stalking.

11.2 Employees may carry over up to 40 hours of accrued, unused paid sick and safe leave to the following year.

11.3 When there is a separation from employment and the employee is rehired within 12 months of separation, previously accrued paid sick and paid safe time that had not been used shall be reinstated. If there is a separation of more than 12 months, the employer shall not be required to reinstate accrued paid sick and paid safe time and the rehired employee shall be considered to have newly commenced employment.

11.3.2 Nothing in this agreement shall be construed as requiring the Employer to cash-out any accrued paid sick and paid safe time that has not been used upon an employee's termination, resignation, retirement, or other separation from employment.

11.4 For purposes of determining eligibility for paid sick and safe time, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling.

11.4.1 "Child" means a biological child, adopted child, foster child, stepchild, or a child to whom an employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status.

11.4.2 "Parent" means a biological parent, adoptive parent, de facto parent, foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.

ARTICLE 12: BEREAVEMENT LEAVE

12.1 Employees with less than ninety (90) days of employment will be allowed up to four (4) days off without pay for death in the immediate family as defined below. After ninety (90) days of employment employees who are regularly employed (20) hours or more per week shall be allowed up to four (4) days off loss of their normal scheduled hours of work with pay for death in the immediate family as defined below. Bereavement leave will be paid only with respect to a workday on which the employee would otherwise have worked and shall not apply to an employee's scheduled days off, holidays, vacation, or any other day in which the employee would not, in any event, have worked. Scheduled days off will not be changed to avoid payment of bereavement leave. Bereavement leave shall be paid for at the employee's regular straight-time hourly rate. Immediate family shall be defined as spouse, son, daughter, mother, father, mother-in-law, father-in-law (existing spouse), grandparents, brother, sister, cousin, niece, nephew, stepchildren, grandchildren, current step-mother, current step-father, and domestic partner. Case-by-case considerations for the death of close friends, people residing with the employee, and pets, may be made at Employer's discretion with regard to length of time off and whether such time off will be paid or unpaid.

ARTICLE 13: HEALTH, WELFARE AND RETIREMENT

13.1 This article may be opened by either party for the further negotiation of health, welfare, and retirement by giving 60 days' notice prior to June 30, 2021.

13.1.1 In the event the parties elect to open this article for further negotiation, Article

20 (No Strikes or Lockouts) shall be suspended from the point of notice until the parties reach an agreement and ratify.

13.1.2 In the event economic conditions have not improved enough for productive negotiations the parties may, with mutual agreement, elect to postpone the deadline in Section 13.1 to December 31, 2021.

ARTICLE 14: MANAGEMENT RIGHTS AND RESPONSIBILITIES

14.1 The Employer, through its designated management personnel or agents, has the right and responsibility, except as expressly modified by this Agreement, to control, change and supervise all operations, and to direct and assign work to all employees. Such rights and responsibilities shall include but not be limited to: selection and hiring; training; discipline and discharge; classification, reclassification, and layoff; promotion and demotion or transfer of employees; the establishment of work schedules; the allocation of all financial and other resources; and the control and regulation of the use of all equipment and other property of the Employer. The Employer shall determine the methods, technological means, and qualifications of personnel by and for which operations are to be carried out.

ARTICLE 15: COMMUNITY

15.1 Unity Statement: The Union recognizes that the Employer is a small-scale business operating within a community-based social justice framework, that it operates in a historical neighborhood with dynamics unique to the city at large, that its ownership and management are rooted in a historically and currently under-represented, under-resourced community. As such, challenges unique to the Employer and to the Employer's community require a flexibility necessary to operate in a manner in line with its founding principles, so as not to further disadvantage the Employer or to bring it in conflict with the community within which it operates.

15.2 Neighborhood: The Union recognizes that the Employer's current locations are uniquely tied to the neighborhoods in which they operate: Ballard (Hood Famous Bakeshop) and Chinatown-International District (Hood Famous Cafe + Bar), (hereinafter referred to as "Neighborhood"); that these Neighborhoods are designated as historic Landmark Districts by the City of Seattle (Ballard) and Federal government (Chinatown-ID), subject to city and federal restrictions and protections. Furthermore, it is recognized that the Employer is an active participant in efforts to navigate the challenges presented by gentrification and displacement of residents, small businesses and institutions.

15.2.1 The geographic boundary of the Neighborhood shall be defined by the City of Seattle's official boundaries at the time of the signing of this contract, regardless of any future changes.

15.2.2 Workers whose current primary place of residence falls within the geographic boundaries referenced above in 15.2.1 shall have Neighborhood Resident status.

15.2.2.1 Members who are former Neighborhood residents, but no longer reside in the Neighborhood, and have previously lived in the Neighborhood for no less

than twenty-four (24) months, shall be considered, for the purpose of this contract, Neighborhood Residents.

15.2.3 The Employer shall provide a Neighborhood training program to all employees covered under this agreement within ninety (90) days of hire. Employees on payroll at the date of ratification who have not received the trainings shall receive the training within ninety (90) days of ratification.

15.2.3 New workers who are Neighborhood Residents upon their date of hire are exempt from requirements described in 15.2.2., however, Neighborhood Residents may voluntarily participate in training.

15.3 Safety: The Union and its members recognize that the Employer has adopted a community-based model to address public safety. Alternatives to traditional policing, including, but not limited to, community organizations, neighborhood safety organizations, social services, are prioritized over law enforcement. In cases of non-life threatening emergency or enforcing public safety, law enforcement shall be called upon as a measure of last resort only after other alternatives have been explored and exhausted.

15.3.1 The Employer shall provide anti-bias and de-escalation training to all employees covered under this agreement within ninety (90) days of hire. Employees on payroll at the date of ratification who have not received the trainings shall receive the training within ninety (90) days of ratification.

15.2.1.1 Refusal to participate in the required trainings may lead to the employee being subject to progressive discipline process.

15.2.1.2 These trainings shall be considered store meetings and, therefore, subject to Section 7.6 and 7.6.1 (Store Meetings).

15.4 Community Partnerships: The Union recognizes that the Employer operates within a network of individuals, businesses and organizations (hereinafter referred to as “Community”) organizing around interests including, but not limited to: ethnic identity, community organizing, Neighborhood well-being and accountability, racial equity and social justice, youth advocacy, city planning, small business, independent artistry. The parties acknowledge the Community exists as under-represented and under-resourced in relation to the city at large, furthermore having recently undergone rapid and continuing economic and demographic changes that threaten to further displace and disadvantage under-represented and/or under-resourced residents and businesses.

Community partnerships are defined as formal and informal relationships between Employer and individuals, organizations and businesses in the Neighborhood and Community. The Employer operates in partnership with individuals, businesses and organizations in the Neighborhood and Community in order to address challenges stated above and exercise their right to organize for their collective community interests, mutually support for one another, resource optimization, and fulfillment of Employer’s mission.

15.4.1 Consignment: Products procured from partners including artists, artisans, other

small businesses in the Neighborhood and Community may be permitted for sale in Employer's locations.

15.4.2 Events: Community Events may take place during regular work hours and the Employer will make a good faith effort to provide notice as required by Section 3.4. However, it is understood that if a community partner provides short notice to the Employer, making proper notice impossible, the Employer will not be at fault for providing shorter notice than required in Section 3.4.

15.4.3 Volunteers and Contracting

- Recruitment and assignment of temporary volunteers and/or contractors from Community Partnerships, including interns and students, to assist and supplement regular staff, shall be permitted for Community Events when Hood Famous Bakeshop is closed to the general public. Volunteers will not be considered members of the bargaining unit, shall not be used as replacements for members of the bargaining unit, either on a temporary or permanent basis.
- In the event a bargaining unit employee is expected to be on a leave of absence for thirty (30) days or longer, the Employer shall first offer the additional hours to current bargaining unit employees who are qualified to perform the work. If current bargaining unit employees cannot cover the absence, the Employer shall be permitted to hire one temporary employee provided, however, the temporary hire shall be scheduled hours that will not displace or take hours from a bargaining unit employee. Temporary personnel will not be considered members of the bargaining unit under this agreement, and shall not be used to permanently replace bargaining unit members. Any temporary employee who remains on payroll after ninety (90) days shall be covered by all provisions of this agreement and shall be subject to the Union Security clause (Article 2).

Contracting with consultants and specialists to perform special assignments. It is understood and agreed upon that regular staff will work with such consultants and specialists, provided that such consultants and specialists are not performing bargaining unit work.

ARTICLE 16: GENERAL PROVISIONS

16.1 All gowns, aprons and uniforms required by the Employer shall be furnished and kept in repair by the Employer at no cost to the employee.

16.2 The Union may issue a Union Store Card and/or Window decals to the Employer. Such Union store cards and decals are and shall remain the property of the United Food and Commercial Workers International Union, and the Employer agrees to surrender said Union Store Cards and/or decals to an authorized representative of the Union on demand in the event of failure by the Employer to observe the terms of this Agreement.

16.2.1 The Employer shall display such Union Store Cards and/or decals in conspicuous areas accessible to the public in each establishment covered by this Agreement.

16.4 Disasters: In the event of a disaster or catastrophe such as, but not limited to, a fire, flood, earthquake, pandemic, or other event that causes a severe disruption to the Employer's operations, the parties agree to meet and negotiate over the effects of the disruption.

ARTICLE 17: GRIEVANCE PROCEDURE

17.1 Grievance Defined. A grievance is defined as an alleged breach of the express terms and conditions of this Agreement.

17.2 Any grievance or dispute concerning the application or interpretation of this Agreement must be presented in writing by the aggrieved party to the other within sixty (60) days from the date of the occurrence giving rise to such grievance or dispute, except in cases of discharge which must be presented within fifteen (15) days; otherwise, such right of protest shall be deemed to have been waived.

17.2.1 Such grievances shall be adjusted by accredited representatives of Hood Famous Bakeshop and the Union. In the event of the failure of these parties to reach a satisfactory adjustment within twenty-one (21) days from the date the grievance is filed in writing the matter may be referred by the moving party for final adjustment to a Labor Relations Committee consisting of two (2) members from the Employer and two (2) members from the Union. In the event the Labor Relations Committee fails to reach an agreement within seven (7) days from the date a grievance is considered by the Committee the moving party may within seven (7) days thereafter refer the grievance to arbitration by requesting the Employer agree to an Arbitrator or by requesting the Federal Mediation and Conciliation Service to submit a list of eleven (11) names of qualified Northwest arbitrators from which the parties shall select the Arbitrator.

17.2.2 Where a grievance is moved to arbitration it is the intent of the parties to pick an arbitrator and move the case to hearing in prompt and diligent fashion. In the event the moving party submits a request for a panel of arbitrators in accordance with the foregoing provisions and the Federal Mediation and Conciliation Service fails to provide such a list within twenty one (21) days from the date of the request, the parties may mutually select an Arbitrator. If they are unable to agree upon an Arbitrator within three (3) working days, the moving party may contact the American Arbitration Association for an alternate panel of arbitrators.

17.2.3 The cost of the Arbitrator shall be borne by the losing party.

17.2.4 The Labor Relations Committee and the Arbitrator shall have no power to add to, subtract from, 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. The decision of the Arbitrator shall be final and

binding on all parties provided, either party may have the award reconsidered by the Arbitrator to account for delay of the process by any party to the proceedings.

17.3 Except as provided in 15.1, grievances shall not be recognized unless presented in writing within sixty (60) days from the date of the occurrence causing the complaint or grievance, except in cases where report of the grievance has been suppressed through coercion by Hood Famous Bakeshop or suffering staff to work off the clock.

17.3.1 In the event the claim is one for additional wages, any such claim shall be limited to wages, if any, accruing within the sixty (60) day period immediately preceding the date upon which grievance was filed in writing.

17.3.2 Where there is an automatic wage bracket adjustment (failure to progress the staff person in classification in accordance with the hours worked formula of Appendix "A") due under the terms of Appendix "A", the period of adjustment shall be one (1) year from the date of grievance was filed in writing.

17.4 It is understood that any of the foregoing time limits may be waived by mutual agreement.

17.5 Hood Famous Bakeshop and the Union shall make pertinent data necessary for the examination of all circumstances surrounding a grievance available to each other. The arbitrator shall be empowered to effect compliance with this provision by requiring the production of documents and other evidence.

ARTICLE 18: LABOR MANAGEMENT COMMITTEE

18.1 A Labor-Management Committee shall be established consisting of up to three (3) bargaining unit members and one (1) representative from UFCW; and up to three (3) management representatives. The purpose of the Committee shall be to foster improved communications between the Employer and the bargaining unit. The Labor-Management Committee, which is an advisory committee, shall meet as agreed to but at least quarterly to discuss matters pertaining to this Agreement and other workplace issues. The employee's time spent on the Labor-Management Committee shall be paid at the employee's straight-time wage, not to exceed two hours.

ARTICLE 19: SEPARABILITY

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

19.2 If any provision is held invalid, the Employer and Union shall enter into negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

ARTICLE 20: NO STRIKES OR LOCKOUTS

20.1 During the life of this Agreement the Union agrees not to engage in any strike or stoppage of work and the Employer agrees not to engage in any lockout. It shall not be a cause for discharge or discipline and it shall not be a violation of this Agreement for an employee to refuse to cross a primary labor union picket line at the Employer's premises that has been established to support a legal strike, provided the picket line is approved by Local No. 21.


ARTICLE 21: DURATION OF AGREEMENT

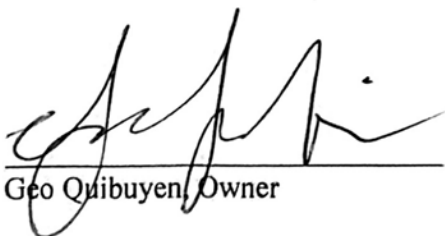
21.1 This Agreement shall be in full force and effect from ratification, through March 31, 2024, at which time it shall be automatically renewed for a period of one (1) year from said date, and thereafter for each year upon each anniversary of said date without further notice; provided, however, that either party may open this Agreement for the purpose of discussing a revision no later than sixty (60) days prior to said expiration date of each anniversary thereof upon written notice being served upon either party by the other.

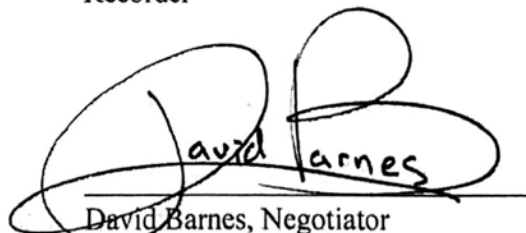
HOOD FAMOUS BAKESHOP

UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL 21


Chera Amlag, Owner


Mia Contreras, Executive Vice-President /
Recorder


Geo Quibuyen, Owner


David Barnes, Negotiator

MEMORANDUM OF UNDERSTANDING

HOOD FAMOUS BAKSHOP

AND

UNITED FOOD & COMMERCIAL WORKERS LOCAL 21

The parties agree that employee Jason Young shall be except from the requirements of Article 2.1 and 2.2 of this agreement.

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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