

# Agreement by and between **UFCW 3000** and **Ken's Corner**

## **Meat Dealers**

Effective: 4/12/2020 - 4/8/2023

# **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**

2020-2023  
AGREEMENT  
By and Between  
KEN'S CORNER  
and  
UNITED FOOD & COMMERCIAL WORKERS UNION LOCAL 21  
Meat Dealers  
(Whatcom, Skagit, Island Counties)

This Agreement is made by and between Ken's Corner for and on behalf of its members engaging in the wholesale or retail meat business within Whatcom, Skagit and Island Counties. This Agreement specifically sets forth below the wage rates, hours of work, and all other working conditions negotiated by the parties to be observed by the Employers and the employees to which it applies.

**ARTICLE 1 - RECOGNITION AND BARGAINING UNIT**

1.01 Ken's Corner hereby recognizes United Food & Commercial Workers Union Local 21 as the sole and exclusive collective bargaining agency for all employees of the Employer whose job classifications are set forth herein.

1.02 The jurisdiction of Local Union No. 21 covers the cutting, handling and sale of all fresh meats, poultry, and rabbits in the geographical area covered by this Agreement, in both service and self-service markets. The Union agrees to inform the Employer association whenever it shall sign this Agreement with any newly organized market.

1.03 It is agreed that those Employers who are currently using members of Local 21 in their self-service deli's shall continue to do so regardless of where located.

1.04 Whenever fresh meat is offered for sale at least one (1) Journeyman Meat Cutter must be employed Monday through Saturday in each market for at least eight (8) hours, exclusive of lunch time, each day except for holiday weeks when a Journeyman need not work the holiday. In the event the Union enters into any agreement which permits a retail meat market within its jurisdiction to require a Journeyman Meat Cutter to be employed five (5) days per week, the firms covered by this Agreement shall automatically have the right to also schedule a Journeyman Meat Cutter five (5) days per week, notwithstanding paragraph 1.04 of this Article, but otherwise in accordance with all other provisions of this Agreement.

1.05 Whenever work is done in a market, it will be performed by a member of the bargaining unit with the exception of cleanup work.

1.06 The work of pricing performed in service or self-service markets covered by this Agreement shall be performed by members of Local Union No. 21.

1.07 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.

## **ARTICLE 2 -UNION MEMBERSHIP**

2.01 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 later, and must maintain membership in good standing for the life of this Agreement and any renewal thereof. The Employer shall discharge any employee as to whom the Union, through its business agent, delivers to the Employer a seven day written notice that such employee is not in good standing, unless, within the seven day period, Employer is notified that the notice is revoked.

2.01.1 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.

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

2.02 The actual owner shall be exempt from membership in the Union, but in cases of two or more partners in a market, only one shall be designated as owner.

2.03 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 #/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, address, phone number (home and/or cell), email (if available), store #/work location, department, job classification, wage rate, and date of hire/rehire.

### **ARTICLE 3 -SENIORITY, LAYOFFS, AND DISCHARGES**

3.01 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 will 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.

3.01.1 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 that qualifications are substantially equal, that the employee is available, and reports for work within twenty-four (24) hours following receipt of notification to report for work.

3.01.2 Seniority shall be broken in the event of a layoff in excess of six (6) months.

3.01.3 There shall be established four (4) separate seniority groups. 1) Journeyman, 2) Apprentices, 3) Wrappers, and 4) Service Counter Employees.

3.01.4 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.

3.01.5 A wrapper promoted to Apprentice Meatcutter 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 Meatcutter, 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.

3.01.6 Service counter employees desirous of promotion to Wrapper or Apprentice Meatcutter 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 qualification being relatively equal.

3.01.7 A Service Counter employee promoted to Wrapper or Apprentice Meatcutter 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 employees as a result of a promotion to Wrapper or Apprentice Meatcutter, 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.

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

3.01.9 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.

3.01.10 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 3.01.2.

3.01.2. The laid off employees shall retain their length of service with the company for purposes of vacation, 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.

3.01.11 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.

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

3.02 Journeyman promoted to Head Meat Cutter shall not lose his seniority status. Seniority shall not apply in the selection of Head Meat Cutters.

3.03 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.

3.03.1 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 and 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.

3.03.2 If the transferred employee is laid off in the new area (prior to the six (6) month 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 new area or this option is waived and no longer applicable. A reduction of weekly hours shall not be considered a layoff.

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

3.03.4 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 this 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.

3.03.5 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.

3.04 The Employer reserves the right to discharge or discipline any employee for just cause. After an employee has acquired seniority, the Employer shall give the employee one (1) written warning with a copy to the Union prior to discharge, except in cases of discharge for drunkenness, dishonesty or such other misconduct which is so serious in nature as to justify discharge without written warning.

3.05 No one shall be discharged during or immediately following an illness or accident, except as provided in section 3.04 above, provided the employee is able to return to work within twelve (12) months and is able to perform all required duties.

3.06 In order for the Employer to have ample time in which to properly evaluate the performance of an employee, it is hereby agreed that the Employer has ninety (90) calendar days after initial date of employment in which to evaluate that employee for continued employment. Within said ninety (90) calendar day period, the Employer may terminate the employee without recourse from the Union. 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.

#### **ARTICLE 4 -LEAVE OF ABSENCE**

4.01 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.

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

4.0 1.2 Pregnancy: and,

4.01.3 Serious illness or injury in the employee's immediate family. Length of such leave shall not exceed twelve (12) weeks in conformance with the Family Medical Leave Act.

4.02 Leaves for personal reasons may be granted at the sole discretion of the Employer to regular employees regardless of length of service.

4.02.1 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 the time off.



4.02.2 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.

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

4.03.1 Reason for such request;

4.03.2 Date leave is to begin; and,

4.03.3 Date of return to work.

4.04 Any leave of absence with the exception of Section 4.01.3 and 4.05, may run to a maximum of six (6) months.

4.05 Leaves due to occupational injuries that result from employment with the current Employer regardless of length of service, shall be granted for a period of up to eighteen (18) months unless a longer period is agreed upon between the Employer and the Union.

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

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

4.06.2 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.

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

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

5.01 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 PM on Thursday prior to the beginning of the scheduled workweek, except that employees scheduled to work on Sundays shall be notified on the preceding Wednesday, and except in cases of emergency, no changes shall be made in said schedule without

twenty-four (24) hours' notice to the employees involved in such changes of schedule. All emergency change of shift hours will be reported to the Union.

5.01.1 All time worked after eight (8) consecutive days shall be paid at the rate of time and one-half (1-1/2) the appropriate contract rate (excluding Sunday/holiday premium pay) until a day off is given. Employees requested to work on the ninth (9th) consecutive day shall advise management that they have already worked eight (8) consecutive days.

5.02 Forty (40) hours shall constitute a week's work, five (5) days per week, Monday through Saturday. Nine (9) hours, including not more than one (1) hour off for lunch, shall constitute a day's work. No split shifts shall be allowed. Any employee called to work shall be offered not less than four (4) hours work with four (4) hours pay; provided, however, this shall not apply in emergency situations beyond the Employer's control.

5.02.1 Employees scheduled to work on Sundays or holidays, shall do so on a voluntary basis by seniority. If the Employer is unable to obtain sufficient qualified volunteers, then it shall assign such work on an inverse rotating seniority basis by store.

5.03 Subject to the provisions of paragraphs 5.01 and 5.02 of this Article 5, the Employer shall otherwise have the right to decide and schedule the number of daily and weekly hours to be worked by individual employees in each individual market. Senior employees in each seniority group listed in Article 3, paragraph 3.01 above, within the individual market, if merit and ability are equal, shall be offered the most weekly hours up to a maximum of forty (40) hours per week; provided the senior employee is available to perform the work and has notified the Employer in writing of his or her desire to work additional hours. Nothing in this paragraph shall be construed to require pay for time not actually worked. Employees normally working forty (40) hours per week shall not have their hours arbitrarily reduced for the sole purpose of increasing the working hours of presently employed part-time employees or for the purpose of employing additional part-time employees.

5.04 Overtime at the rate of time and one-half shall be paid for all work performed over eight (8) hours per day and forty (40) hours per week. Where work is performed on six (6) days in anyone week, Monday through Saturday, time and one-half (1-1/2) shall be paid for the day the least number of hours are worked.

5.05 Except for cleaning the market at closing time, a premium rate of fifty cents (50) per hour shall be paid in addition to the straight-time rate for all work (except Service Counter) performed between the hours of 7:00 P.M. and 6:00 A.M. Service Counter Employees shall receive a premium rate of twenty-five (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.

5.06 Employees shall not be required to take time off in lieu of overtime or premium pay. Days off shall be rotated to the end that consecutive days off shall be shared equally unless otherwise mutually agreed upon.

5.07 There shall be no free or time off the clock work practices under this Agreement. Any employee found by the Employer or the Union to be engaging in such unauthorized practice shall be subject to discipline which may include termination.

5.08 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 6 -REST PERIODS**

6.01 All employees shall be entitled to a rest period of fifteen (15) minutes for each continuous work period of four (4) hours in a daily straight-time or night shift. Any employee who works eight (8) hours in any daily straight-time or night shift shall receive two fifteen (15) minute rest periods, one (1) prior to the lunch and one (1) after the lunch period.

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

6.03 If an employee is scheduled to work two (2) hours beyond the end of his regular straight-time shift, he shall be given an additional rest period of ten (10) minutes at the end of his regular straight-time shift. For each full two (2) hours of overtime work, an employee shall be entitled to an additional ten (10) minute rest period.

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

#### **ARTICLE 7 -PAID HOLIDAYS**

7.01 The following shall be recognized as holidays with pay for regular full-time employees who have acquired seniority (for employees hired on or after April 4, 2011, the initial wait for holiday eligibility shall be six consecutive months):

New Year's Day, Washington's Birthday (third Monday in February), Memorial Day (last Monday in May), Fourth of July, Labor Day (first Monday in September), Thanksgiving Day and Christmas Day. Holidays shall be observed on the day they actually occur. Employees with one (1) year of continuous service with the Employer shall receive three (3) personal days as paid holidays each year to be scheduled as mutually agreed. Employees shall give the Employer fourteen (14) days notice prior to the days requested as personal holidays. By mutual agreement between the

Employer and employee, the employee may receive payment, at the straight-time rate, in lieu of such personal holidays in accordance with section 7.02 of Article 7.

7.01.1 For employees hired on or after April 6, 2014, 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.

7.02 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 occurred 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) 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.

7.02.1 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.

7.02.2 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, such verification must be presented prior to return to work, provided the Employer has given the employee reasonable advance notice.

7.02.3 Temporary layoff.

7.02.4 Jury duty as defined in Article 10.

7.02.5 Bereavement leave as defined in Article 11.

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

7.02.7 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.

7.03 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 32 or more hours in a holiday week, they shall receive 8 hours of holiday pay. Regular full-time employee who normally work six (6) full days per week shall receive six and one-half (6-1/2) days pay if they work five (5) days in the holiday week exclusive of the holiday. If the qualifications for holiday pay as specified in paragraph 7.02 of this Article 7 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 day.

7.04 Employees scheduled to work on a holiday shall be on voluntary basis. If the Employer is unable to obtain sufficient qualified volunteers, then he shall assign such work on an inverse rotating seniority basis.

7.05 Current Employees working on a holiday shall be paid at the rate of time and three quarters (1-3/4) in addition to their holiday pay; provided this shall not apply to the employee's three (3) personal holidays. Employees hired on or after April 4, 2011 shall be paid time and one half the straight time wage rate for work performed on the holiday.

7.06 Employees required to work after 6:00 P.M. on New Year's Eve or Christmas Eve shall be entitled to time and one-half (1-1/2) for all hours worked after 6:00 P.M. on such days. There shall be a fifteen (15) minute grace period from 6:00-6: 15 P.M. Employees who complete their shift within this grace period shall not be entitled to the premium pay.

## **ARTICLE 8 -VACATION**

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

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

8.02 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 the hourly rate in effect at the time vacation is paid and based upon the number of hours worked in the preceding twelve (12) months as follows:

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

8.03 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 a vacation with pay at the hourly rate in effect at the time vacation is paid and based upon the number of hours worked in the preceding twelve (12) months as follows:

HOURS WORKED	HOURS OF PAID VACATION
1000 to 1200	60
1200 to 1600	72
1600 to 2000	96
2000 to 2288	120
2288 to 2496	132
2496 or more	144

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

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

8.05 Regular employees who average twenty (20) hours or more per week, who terminate or are terminated (discharge for dishonesty excepted) after the first or any subsequent anniversary date of their employment and prior to their next anniversary date of employment shall be entitled to vacation pay at their 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; and after the twelfth (12th) anniversary date, eight (8) hours' vacation pay.

8.06 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. Only two (2) weeks of a three (3) or four (4) week vacation need be consecutive, but this does not preclude more than two (2) consecutive weeks off by mutual agreement between the Employer and the employee.

8.07 Employees whose vacations are scheduled during a holiday week shall receive holiday pay provided for under the terms of Article 7, paragraph 7.02 of this Agreement in addition to vacation pay.

8.08 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 8, paragraph 8.01, 8.02, 8.03, and 8.04 shall be applied so that working time lost up to a maximum of one hundred sixty (160) hours due to verified cases of sickness or accident 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.

8.09 Earned vacation must be taken within twelve (12) months of the employee's anniversary date.

8.10 Vacation hours for continuing employees shall be considered hours worked for the purpose of establishing eligibility under the Washington Meat Industry Welfare Trust and the Washington Meat Industry Pension Trust. As such, vacation hours and the corresponding contributions due shall be reported and paid to those Trusts during the month in which the employee takes the vacation time from work.

## **ARTICLE 9 -SICK LEAVE**

9.01 Employees, during each twelve (12) months following their last date of employment (after the first (1st) and each succeeding year of continuous employment with their current Employer),

shall be entitled as set forth below to paid sick leave at their current regular straight-time hourly rate for bona fide illness or injury.

9.02 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:

HOURS WORKED	HOURS OF SICK LEAVE PAY
1248 to 1679	24
1680 to 2080	32
2000 or more	40

9.03 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 if a person is disabled and requires outpatient hospital care, 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 (1) eight (8) hour day, and, 2) not more than five (5) days' sick leave pay shall be required in anyone (1) workweek.

9.04 Sick leave pay shall be cumulative from year to year, but not to exceed a maximum of one hundred and twenty (120) hours. Sick leave pay must be earned by employment with one (1) Employer. Effective April 7, 2002, the maximum sick leave bank shall be increased to one hundred and sixty (160) hours.

9.05 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, such verification must be presented prior to return to work, provided the Employer has given the employee reasonable advance notice.

9.06 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.

9.07 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.

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

9.09 Employers shall be permitted to use the above sick leave benefits for family leave to care for immediate relatives as provided in Revised Code of Washington State 49.12.

#### **ARTICLE 10 -JURY DUTY PAY**

10.01 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 an employee who volunteers for jury duty.

10.01.1 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 provisions in this Agreement shall apply to this section.

10.01.2 If an employee is required to appear on behalf of his/her Employer during regular scheduled hours, he/she will receive compensation at their 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 11 -BEREAVEMENT LEAVE**

11.01 A regular full-time employee shall be allowed up to three (3) days off with pay for loss of his normal scheduled days of work due to the death of an immediate member of his family.

Immediate family shall be defined as spouse, son, daughter, mother, father, brother or sister, mother-in-law, father-in-law, stepchildren, grandparents, grandchildren, current step-mother, current step-father, domestic partner or relatives residing with the employee. 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 day off, holidays, vacation or any other day in which the employee would not in any event have worked. Bereavement leave shall be paid for at the employee's regular straight-time hourly rate.

## **ARTICLE 12 -APPRENTICES**

12.01 All matters concerning apprentices shall be as provided in the Bellingham Meat Cutters Joint Apprenticeship Standards as approved by the Joint Apprenticeship Council and the Washington State Apprenticeship Council.

12.02 Apprentices shall only be employed with the understanding that such Apprentices shall be given every opportunity to learn the trade.

12.03 Notwithstanding the above provisions of this Article 11, Apprentices may work alone in the market.

## **ARTICLE 13 -WAGES**

13.01 For the purpose of this exhibit, a month of experience shall be one hundred seventy-three and one-third (173 -1/3) hours of employment; provided however, no employee shall be credited with more than 173-1/3 hours of experience in anyone calendar month.

13.02 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.

13.03 Journeyman Meat Cutters performing Market Manager's responsibilities for a period of four (4) hours or more shall receive the Market Manager's rate of pay for all hours involved.

Apprentices shall only be employed with the understanding that such Apprentices shall be given every opportunity to learn the trade.

Employees shall receive time and one-third (1-1/3) the regular straight-time rate of pay for Sunday work.

13.04 Wage increases shall be 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; and, (b) employees who have transferred into another classification and have had their wage rate frozen at an above scale level. 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.

13.05 Service Counter Employee -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 wrapping of any products in preparation for sale in self-service cases.

13.05.1 Service Counter employees' duties shall be to maintain cleanliness of the service counter area, prepare seafood products for display, display product and service customers in the service counter area. Service counter employees may cut a steak or roast which has already been processed by a meat cutter to size in order to serve a customer or modify any prepared cut to suit 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.

13.05.2 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 customers to purchase provided the store has a designated Lead Service Counter employee.

13.05.3 A lead person shall be assigned to each service counter. Seniority shall not apply in the selection of the Lead Service Counter employee. This position shall apply to the employee assigned by management the responsibilities of directing the work within the Service Counter area. Service Counter employees assigned to the lead position shall not lose their seniority status.

These increases shall be 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; and, (b) employees who have transferred into another classification and have had their wage rate frozen at an above scale level.

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.

**APPENDIX “B”**  
**MEATMARKET MANAGER, JOURNEYPerson MEATCUTTER**  
**APPRENTICE MEATCUTTER, WRAPPER, SERVICE COUNTER EMPLOYEE, LEAD**  
**SERVICE COUNTER EMPLOYEE**

**Meat Wages**

For Meat Cutters & Wrappers:

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

For Service Counter:

Sunday Premium: For employees hired prior to April 3, 2011, 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 April 3, 2011 shall receive \$1.00 per hour over the employee’s regular straight-time wage rate for all hours worked on Sunday.

**MEAT CUTTERS:**

*Current: 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>4/12/20</b>	<b>4/11/21<sup>^</sup></b>	<b>4/10/22<sup>^</sup></b>
Market Manager	\$24.15	\$24.70	\$25.25	\$25.80
Journey person	23.15	23.70	24.25	24.80
	Current	1/1/21 <sup>^</sup>	1/1/22 <sup>^</sup>	1/1/23 <sup>^</sup>
6 <sup>th</sup> 6 months	19.70	19.70		
5 <sup>th</sup> 6 months	18.15	18.15		
4 <sup>th</sup> 6 months	16.60	16.60		
3 <sup>rd</sup> 6 months	15.06	15.06		
2 <sup>nd</sup> 6 months	13.70	13.89		
1 <sup>st</sup> 6 months	13.60	13.79		

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

**MEAT WRAPPERS:**

For employees hired on or after April 3, 2005: *The progression step hours were not printed, however they still exist for employees that were hired prior to 2005 that transfer between Appendices.*

Classifications	Current	4/12/20	4/11/21 <sup>^</sup>	4/10/22 <sup>^</sup>
Journey person	\$20.60	\$21.15	\$21.70	\$22.25
	Current	1/1/21 <sup>^</sup>	1/1/22 <sup>^</sup>	1/1/23 <sup>^</sup>
Next 520 hrs.	14.30	14.49		
Next 1040 hrs.	14.20	14.39		
Next 1040 hrs.	14.10	14.29		
Next 1040 hrs.	14.00	14.19		
Next 1040 hrs.	13.90	14.09		
Next 1040 hrs.	13.80	13.99		
Next 1040 hrs.	13.70	13.89		
1 <sup>st</sup> 1040 hrs.	13.60	13.79		

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

**SERVICE COUNTER:**

For employees hired on or after April 3, 2005: *The progression step hours were not printed, however they still exist for employees that were hired prior to 2005 that transfer between Appendices.*

Classifications	Current	4/12/20	4/11/21	4/10/22
Lead S/C	\$16.90	\$17.50	\$18.10	\$18.70
Journey person	16.40	17.00	17.60	18.20
Next 520	14.30	14.49		
Next 1040 hrs	14.20	14.39		
Next 1040 hrs	14.10	14.29		
Next 1040 hrs	14.00	14.19		
Next 1040 hrs	13.90	14.09		
Next 1040 hrs	13.80	13.99		
Next 1040 hrs	13.70	13.89		
1st 1040 hrs	13.60	13.79		

The wage rates for employees hired prior to April 3, 2005 shall be adjusted consistent with the above.

Employees currently at a progression contractual wage rate shall receive the increase for that progression rate.

## **ARTICLE 14 -GENERAL CONDITIONS**

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

14.02 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 uniform shall be replaced in a timely manner. Tools shall be sharpened at the Employer's expense.

14.03 Proprietors of one-man markets must be members in good standing in order to display the Union Shop Card.

14.04 The Employer agrees to display the Union Shop Card of the United Food and Commercial Workers International, which is the property of the Union, cannot be sold, and can be withdrawn from the market for violation of this Agreement. Where no contract is signed, the Union Card, when displayed, is considered as willingness to abide by the terms of this Agreement with the Union.

14.05 After first contacting the Employer or his representative, the Business Representative of the Union shall be allowed access to the shops to investigate the working conditions to see that this Agreement is in full force and effect, providing that no interview of employees be held during rush hours.

14.06 No employee shall be discriminated against for upholding lawful Union principles or be discharged without good and sufficient cause. The Union agrees not to discipline or discriminate against any Market Manager in the performance of their supervisory responsibilities.

14.07 There shall be no individual agreements between an Employer and employee which are in conflict with this Agreement.

14.08 When two or more Employers in the same merchandising group who are parties to this Agreement schedule or transfer an employee between their markets, those Employers shall establish a method of insuring that the employee involved suffers no loss of any benefit covered

by this Agreement which he would earn if he were employed for the total number of hours between Employers, by only one Employer.

14.09 Stock taking (inventory) or book work shall be paid at the appropriate rate.

14.10 Where time clocks are not provided, the Employer will provide time cards or time sheets to be completed accurately by the employee.

14.11 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 5.02, split shifts and four-hour call-in, shall not apply to this Section.

14.12 Employers party to this agreement shall use "cal rods", mechanical cutters, or other similar devices applying to wrapping machines.

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

14.14 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 15 -HEALTH AND WELFARE/DENTAL**

15.01 The Employer and the Union agrees to be bound by the terms and provisions of that certain Trust Agreement creating the Sound Health & Wellness Trust, initially executed June 18, 1957, and all subsequent revisions or amendments thereto. 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 Employer 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 Sound Health & Wellness Trust in accordance with the terms and provisions of the Trust Agreement creating the 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 -RETIREMENT PROGRAM**

16.01 Acceptance of Trust Agreement. The Employer and the Union agree to be bound by the terms of the Trust Agreement, which created the Sound Retirement Trust, as initially executed on January 13, 1966, by all subsequent revisions or amendments thereto, and by all policies and other conditions of participation and eligibility, which may be established from time to time by the Trust's Plan Document, Summary Plan Description, and other pertinent rules, regulations, and Trustee actions. The Employer accepts the Employer Trustee members of the Board of Trustees, and their duly appointed successors, as its representatives for purposes of managing the Trust. The Union accepts the Labor Organization Trustee members of the Board of Trustees, and their duly appointed successors, as its representatives for the purposes of managing the Trust. 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.

16.02 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.

16.02.1 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 shall contribute in accordance with such schedule as follows.

Note: During the 2019 negotiations, the parties reached detailed pension agreements which are set forth in LOU #20 (Kroger) and LOU #21 (Albertsons/Safeway). The required employer hourly contributions are set forth in this Article below.

16.03 During the term of this Agreement the Employers shall pay into the Sound Retirement Trust on account of each member of the bargaining unit the amounts as specified in this Article and the Employer's active participants will continue to earn benefit accruals until such effective date of the employer's contribution to the Sound Variable Annuity Plan (Sound VAP) under Section 16.09.

16.04 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).

16.05 The Union shall have the right to defer any contractual Journeyperson 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.

16.06 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.

16.07 Vacation hours for continuing employees shall be reported and corresponding contributions paid in accordance with Article 8.

16.08 Until the effective date of the employer's contribution to the Sound VAP, the Employer will contribute the following amounts to the Sound Retirement Trust:

	Ken's Korner Red Apple			
	7/1/2019	7/1/2020	7/1/2021	7/1/2022
Base Rate	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
Pre-Rehab Rate	\$ 0.60	\$ 0.60	\$ 0.60	\$ 0.60
Current Rehab Rate	\$ 4.634	\$ 5.365	\$ 6.095	\$ 6.826
Non-benefit redirect from retiree welfare	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.01
TOTAL	\$ 6.244	\$ 6.975	\$ 7.705	\$ 8.436

16.09 Upon the effective date of the employer's contributions to the Sound VAP, the Employers will contribute as follows:

16.09.1 Sound Retirement Trust:

- A. Employer will continue to contribute to the Sound Retirement Trust at the rates stated in the chart in Section 16.08 above, LESS 125% of the employer's contributions on which employee accruals are based, per Attachment A-1 to the Health & Welfare and Pension Agreement.

16.09.2 Sound VAP Trust: As of the effective date of the employer's contributions to the Sound VAP, future service benefit accruals will be earned in the VAP. 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. In the event of a short plan year running from the transfer date to December 31, the benefit guarantee will apply for the initial plan year ending December 31, 2021. The VAP shall operate on a calendar plan year basis. 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 (\$0.03) per hour. Effective January 1, 2022, this rate will increase by an additional one cent (\$0.01) per hour.

16.09.3 Employer contributions to the VAP will be made in accordance 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, except as provided as follows.

16.10 Pension Protection Act ("PPA").

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

## **ARTICLE 17 -NON-DISCRIMINATION**

17.01 The parties to this Agreement do hereby agree not to discriminate on the basis of race, color, religion, sex, national origin, or age and acknowledge their responsibilities under all applicable laws and executive orders concerning discrimination, and do hereby agree that same shall apply in the administration of this Agreement.

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

## **ARTICLE 18 -NEW METHODS**

18.01 Sixty (60) days prior to the introduction of any new methods of operation into the bargaining unit that would create the need for a new work classification and rate of pay for such new classification, the Employer shall notify the Union of any such new methods, including a description of work being performed and the wage rate assigned. Any question as to the adequacy of the wage rate established for the new job classification shall be presented in writing by the Union within ten (10) calendar days following the Employer's written notice to the Union, and shall be subject to negotiation and if not agreed upon, shall be subject to the grievance procedure as set forth in Article 19 of this Agreement. If, through the procedure as set forth in Article 19, it is determined that the wage rate assigned by the Employer should be adjusted, such adjustment shall be retroactive to the date that such new method is put into effect.

## **ARTICLE 19 -VIOLATION -GRIEVANCES**

19.01 All matters pertaining to the proper application and interpretation of any and all of the provisions of this Agreement shall be adjusted by the accredited representative of the Employer and the accredited 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 (2) members from the Employer and two (2) 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) 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 the 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. Howell Lankford
6. Jane R. Wilkinson
7. Kathryn T. Whalen
8. Tom Levak
9. Shelly Shapiro
10. Ron Miller
11. Timothy D. W. Williams
12. Alan Krebs
13. James Paulson

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. Payment of the arbitrator's fee shall be borne by the losing party. The parties agree that he arbitrator has the authority to determine appropriate proration of this cost in the event of a 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.

19.01.1 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.

19.02 During the process of making adjustments under the rule and procedure set forth in paragraph 18.01 above, no strike or lockout shall occur.

19.03 No grievance or claim of violation of this Agreement shall be recognized unless presented in writing within thirty (30) days from the date of the occurrence causing the complaint or grievance, except in cases of discharge which must be presented within fifteen (15) days; otherwise, such right of protest shall be deemed to have been waived. In the event the claim is one

for additional wages, any such claim shall be limited to additional wages, if any, accruing within the ninety (90) day period immediately preceding the date upon which the Employer received notice in writing of the claim.

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

19.05 The Union reserves the right to discipline its members for violation of this Agreement.

19.06 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 any employee to refuse to cross a primary labor union picket line at the Employer's premises which has been established to support a legal strike, provided the picket line is approved by United Food and Commercial Workers Local 21.

#### **ARTICLE 20 -SAVING CLAUSE**

20.01 In the event any provision of this Agreement is subsequently found to be in conflict with any federal law, the parties shall meet and enter into negotiations to revise and amend such provision to conform to the law. However, any such conflict shall not invalidate any other provision of the Agreement.

#### **ARTICLE 21 - WORKPLACE SAFETY**

21.1 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.

21.2 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.

21.3 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.

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

21.5 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.

21.6 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 22 -TERM OF AGREEMENT**

22.01 This Agreement shall be in full effect and binding upon both parties from the twelfth (12th) day of April 2020 to the eighth (8th) day of April 2023. It shall automatically renew itself thereafter from year to year unless opened by either party upon sixty (60) days' written notice prior to the expiration date.

IN WITNESS WHEREOF we attach our signatures this 23 day of March, 2023.

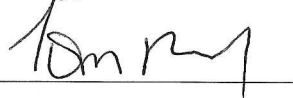
KEN'S CORNER

UNITED FOOD & COMMERCIAL  
WORKERS UNION, LOCAL 21,

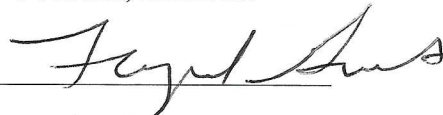
Tom Brierly, Owner

Faye Guenther, President

BY



BY



Date

3-21-23

Date

3/23/23

**APPENDIX "A"**  
**LETTER OF UNDERSTANDING DUES CHECK-OFF**

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 302c of the Labor Management Relations Act of 1947.

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

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

d. Indemnify and Hold Harmless:

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

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

3. Active Ballot Club

a. 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 #1**

**Doctor's Note**

It is agreed that the Employer will not automatically require doctor's notes when employees call in sick.



**LETTER OF UNDERSTANDING #2**  
**SCHEDULING PRACTICES**

During the term of this Agreement, the individual employers will meet within 90 days and work with the involved unions to discuss concerns around the posting of work schedules. The parties will work in good faith to address concerns of employees while maintaining the Employers' ability to schedule to meet the needs of the business.

Under this process, individual employers may adopt by mutual agreement with the union difference scheduling processes, including exploring options on a trial basis, provided that the new processes do not violate the terms of the Agreement.

**LETTER OF UNDERSTANDING #3**  
**INVESTMENT IN WORKFORCE DEVELOPMENT WETRAIN 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 #4**  
**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 #5**  
**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:

- Appendix A – Letter of Understanding for Dues Check Off
- Letter of Understanding #1 – Doctor’s Note
- Letter of Understanding #2 – Scheduling Practices
- Letter of Understanding #3 - Article 16.06, “Exhibit B”
- Letter of Understanding #3: Investment in Workforce Development WeTrain Non-Profit
- Letter of Understanding #4: Benefits for Workers with Disabilities
- Letter of Understanding #5: Joint Labor Management Committees

CONFIRMED: March 23, 2023 (Date)

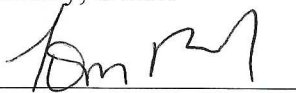
KEN’S CORNER

UNITED FOOD & COMMERCIAL  
WORKERS UNION, LOCAL 21,

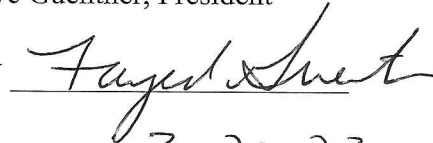
Tom Brierly, Owner

Faye Guenther, President

BY



BY



Date

3-21-23

Date

3-23-23

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# 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)

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