

2018-2021

AGREEMENT

By and Between

**UNITED FOOD & COMMERCIAL WORKERS UNION
LOCAL 21**

and

KENT VALLEY OPTICAL

Term:

July 1, 2018 through June 30, 2021

**2018-2021
Kent Valley Optical Contract**

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**2018-2021
Agreement By and Between
UFCW Local 21
and
Kent Valley Optical**

THIS AGREEMENT is made and entered into by and between UFCW Local 21, chartered by the United Food and Commercial Workers International Union, hereinafter referred to as the “Union”, and Kent Valley Optical, its successors or assigns, hereinafter referred to as the “Employer”.

WITNESSETH:

That for the mutual benefit of the parties hereto, it is hereby expressly understood that the following shall be the scale of wages, hours, and the rules and working conditions to be observed by both parties to this Agreement.

ARTICLE 1 - RECOGNITION OF THE UNION

1.01 The Employer recognizes the Union as the sole and exclusive collective bargaining agent for the unit consisting of all employees coming under the classifications set forth in this Agreement in the Employer’s present retail establishment handling merchandise presently sold by the Employer located in Kent, Washington, with respect to rates of pay, wages, hours and all other conditions of employment.

ARTICLE 2 - UNION SECURITY

2.01 It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement shall, on the 30th day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the 30th day following the beginning of such employment, become and remain members in good standing in the Union. Any employee failing or refusing to secure membership in the Union as provided above shall, upon demand of the Union be removed from the work schedule until such time as clearance is given to the Employer from a representative of the Union.

2.02 The Employer shall notify the Union of all new hires via a form to be supplied by the Union.

2.03 For the purpose of determining that this Agreement is being complied with, a Business Representative of the Union shall be permitted to contact the employees on the job, provided

they first check with the Store Manager. Such visits shall not interrupt or delay work in progress.

2.04 Hold Harmless - It is agreed that if the Employer takes any action pursuant to the provisions of Article 2.01, the Union will hold the Employer harmless from any liability to the employee or any other person as a result of any such action, including the full costs to the Employer of any defense of any such claim.

ARTICLE 3 - DEFINITIONS

3.01 Dispensing Optician - A dispensing optician is a person who prepares duplications, or prepares and dispenses lenses, spectacles, eyeglasses, and/or appurtenances thereto to the intended wearers thereof on written prescription from physicians or optometrists, and, in accordance with such prescriptions, measures, adapts, adjusts, and fabricates such lenses, spectacles, eyeglasses, and/or appurtenances thereto to the human face for the correction of visual or ocular anomalies of the human eye.

3.02 Apprentice - A person designated as an apprentice in the records of the Director of Licenses of the State of Washington at the request of a physician, registered optometrist, or licensed dispensing optician, and who shall thereafter receive from such physician, registered optometrist, or licensed dispensing optician training and direct supervision in the work of a dispensing optician.

3.03 Bookkeeper - A person normally working off site, that handles all normal bookkeeping duties. This shall include 3rd party billing.

ARTICLE 4 - HOURS OF WORK AND OVERTIME

4.01 Work Week - The work week shall begin on Monday and end on Saturday.

4.02 There shall be a minimum shift of four (4) hours. There shall be no split shifts.

4.03 Overtime - All work over eight (8) hours in a day or 40 hours in a week shall be paid at one and one-half (1½) times the employee's regular rate of pay.

4.04 Work Schedules - The Employer shall make available to the employees work schedules on Wednesday of each week for the following work week. It is understood and agreed that the established work schedule may be changed as required by unexpected emergencies in the store.

4.05 Rest Periods - The Employer shall allow one (1) 15 minute break for each four (4) hours worked.

4.06 It is understood that none of the above language in Article 4 establishes a guaranteed work week.

ARTICLE 5 - SENIORITY

5.01 The Employer accepts the principle of seniority and agrees that merit and ability being equal as determined by the Employer, seniority shall govern in increase or reduction of hours, layoffs and rehiring. The Employer’s determination of merit and ability shall be reasonable. Seniority shall be defined as the length of continuous employment with the Employer. Seniority shall be broken by voluntarily quitting, discharge for just cause, failure to return to work in accordance with the terms of a leave of absence, or failure to return to work upon recall after layoff. Seniority shall not be broken by a temporary leave of absence as provided for in this Agreement. An employee's seniority shall date from his date of last hire by the Employer but shall only become effective after completion of 90 days’ employment with the Employer.

5.02 Seniority shall not apply to transfers or promotions.

5.03 The first 90 days of employment shall be considered probationary. All terms and conditions of employment shall apply, except Article 13.1

ARTICLE 6 - WAGES

6.01 Wages

	<u>Current</u>	<u>Effective July 1, 2018</u>	<u>Effective July 1, 2019</u>	<u>Effective July 1, 2020</u>
Optical Manager	31.25	31.75	32.25	32.75
Licensed Opticians	25.75	26.25	26.75	27.25
Apprentice Opticians 36 months until licensed	18.41	18.91	19.41	19.91
30 - 36 months	16.42	16.92	17.42	17.92
24 - 30 months	15.83	16.33	16.83	17.33
18 - 24 months	15.24	15.74	16.24	16.74
12 - 18 months	14.63	15.13	15.63	16.13
6 - 12 months	14.02	14.52	15.02	15.52
0 - 6 months	13.44	13.94	14.44	14.94
Bookkeeper	15.92	16.42	16.92	17.42

Retro shall be paid on the first paycheck following acceptance of this offer.

6.02 It is further expressly understood that no employee receiving more than the minimum compensation or enjoying more favorable conditions than provided for in this Agreement shall suffer by reason or its signing or adoption.

6.03 Contract Minimums - Except as provided in this Agreement, the terms herein are intended to cover only minimums in wages, hours and working conditions, and the Employer

may place superior wages, hours and other terms and conditions of employment in effect, and shall not reduce them.

ARTICLE 7 - HOLIDAYS

7.01 The following days shall be considered as holidays with full pay regardless of when they fall, except as noted in 7.05:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

7.02 Employees shall be scheduled by seniority for work on holidays.

7.03 Employees who do not work the holiday shall receive an average day's pay, computed using the past two (2) complete pay periods.

7.04 No employee shall receive less pay in a holiday week because of the application of these holiday provisions.

7.05 If a holiday falls on a Sunday, then the following Monday shall be observed as the holiday.

ARTICLE 8 - VACATION

8.01 Vacation calculations shall be on an anniversary year basis. All unused vacation may be carried over or cashed out at the rate earned upon their anniversary date.

After completion of one (1) year:	One (1) week
After completion of two (2) years:	Two (2) weeks
After completion of 5 years:	Three (3) weeks
After completion of 10 years:	Four (4) weeks

8.02 At Employees request, accrued vacation may be used quarterly.

8.03 Employees shall receive their average weekly pay, computed using their last anniversary year, up to forty (40) hours.

8.04 Vacation time may be used on a daily or weekly basis. The Employer shall grant vacation time on a first-come, first-served basis. Two weeks notice is required to use any paid vacation time. There shall be no vacation allowed in August unless a licensed Optician can be secured as a replacement.

ARTICLE 9 - LEAVES OF ABSENCE

9.01 Funeral Leave - All employees shall be entitled to receive full pay for up to three (3) scheduled working days in the event of a death of members of the immediate family.

9.02 Sick Leave/Personal Days - Each employee shall be awarded five (5) paid days (40 hours) off each year to use as they see fit. This will be prorated for part-time employees. Every effort will be made by the employee to give as much notice as possible prior to using these days. No doctor's note is required if used as sick leave. All unused time in this Article may be carried over or cashed in at the rate earned upon each anniversary date.

9.03 Witness Pay - Employees who are called as a witness on behalf of their Employer shall be paid for such time as work time.

9.04 Injury on the Job - When an employee is physically injured on the job, there shall be no deduction from the employee's pay for the day in which the employee was injured and reported for medical care; provided, however, that if after medical care the doctor released the employee to return to work, the employee will be required to return and complete his scheduled shift.

ARTICLE 10 - HEALTH&WELFARE, PRESCRIPTION, DENTAL, VISION & PENSION

10.01 Each 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, including the revision of January 25, 1990. 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.

10.02 The Employers party to this Agreement shall continue to pay on a per compensable hour basis (maximum of one hundred and seventy-three (173) hours per calendar month per employee) into the Sound Health & Wellness Trust for the purpose of providing the employees with hospital, medical, surgical, vision, group life, accidental death and dismemberment, weekly indemnity benefits and dental benefits in accordance with the contribution rates and related provisions established by the separate Health and Welfare Agreement between Allied Employers, Inc., and various Local Unions dated April 1, 1977 and as subsequently amended, including the revision dated May 5, 2013.

10.03 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 Retail Clerks Welfare Trust, dated June 18, 1957, and as may be subsequently amended.

10.04 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.

10.04.1 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.

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

10.05.1 Contributions: The company will pay the required amount as set forth by the Trust for the life of this contract.

10.05.2 Dependent Coverage: All members of the bargaining unit shall pay a weekly fee for their premium and/or family coverage as set by the Trust.

10.05.3 Eligibility: Each member of the bargaining unit shall be entitled to benefits under the rules established by the Board of Trustees.

10.06 The Employer shall contribute to the Sound Pension 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 Retail Clerks Welfare Trust in accord with the separate Health and Welfare Labor Agreement effective August 1, 1991 by and between Allied Employers, Inc. and UFCW Union Locals 21, 367, and 1439, UFCW International and teamsters Union Local 38 by all amendments thereto.

10.07 The current basis for reporting contributions due the Sound Pension Trust is, and shall be, until such time as the separate Health & Welfare Agreement referred to in Section 10.06 above is amended, as follows: The Employer shall report all compensable hours up to a maximum of one hundred seventy-three (173) hours per month per Employee. Contributions shall be paid on the basis of the number of hours reported multiplied by the applicable cents per hour as follows:

- a. Effective May 1, 2000, for April hours, the contributions shall be paid on the basis of the number of hours reported multiplied by seventy cents (\$.70) per hour. 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.

These Contribution Policies and Labor Agreement Rules were adopted by vote of the respective Boards of Trustees on March 12, 2009, as an amendment and restatement of the Policies adopted March 4, 1993 and amended September 16, 2005.

10.08 Pension Protection Act ("PPA").

(a) This Agreement is to be subject to the Rehabilitation Plan adopted by the Board of Trustees for the Plan year as revised September 13, 2017. The Board of Trustees of the Plan is authorized to adopt a Rehabilitation Plan which contains a schedule in the form attached hereto as Exhibit A, amended only to the extent necessary as provided under Subsection (d) and subject to the modifications permitted under Subsection (f). The Employer shall be obligated to make pension contributions in addition to the contribution rates specified in Article 10, Section 10.7 of this Agreement only if those contributions are required in accordance with the attached schedule of benefits and contribution rates (the "Schedule") to the Pension Trust's 2010 - 2011 Rehabilitation Plan (subject to modification as provided below) as follows: The employer adopts Table 3 of the Rehabilitation Plan of the Sound Retirement Trust..

(b) The Employer may reduce the amount of any contribution under Subsection (a) due the Trust (but not below zero) by the amount of any surcharge, deficiency or excise tax required to be paid by the Employer prior to January 1, 2011 as a result of the Pension Trust being certified in the red zone under the PP A. The contributions provided for under Subsection (a) herein shall be dedicated solely to improving the funding of the Pension Trust, and shall not be used to increase or improve benefits.

(c) The Trustees of the Pension Trust are authorized and directed to reduce Pension Plan benefits as provided in the attached Exhibit A.

(d) The provisions of this Article shall be re-opened following the expected 2010 - 2011 certification of red zone (critical) status for the sole purpose of adopting and implementing the Schedule submitted to the bargaining parties in accordance with the provisions of this Agreement, the PP A and the Rehabilitation Plan adopted by the Trustees. The bargaining parties agree that the Schedule shall be determined, adopted and maintained over time as follows:

(i) For the expected certification of critical status for the 2010 -2011 Plan year, the Trustees are authorized and directed to adopt a Rehabilitation Plan which contains the Schedule in the form attached hereto as Exhibit A, amended only as required in subsection (a) above and (f) below, and shall submit such Schedule to the bargaining parties not later than 20 days from the date of certification of critical status. The Schedule shall be deemed approved by the bargaining parties and automatically incorporated into this Agreement without the need for further action as of the earliest date necessary to avoid the application of any employer surcharges under the PPA. The Schedule shall be effective on January 1, 2011 as to the initial Employer contribution required under Subsection 10.08(a), or as soon thereafter as legally permitted, as to any required benefit reductions. The Rehabilitation Period described in the PP A will not begin any earlier than it would have, had this limited re-opener not taken place. This reopener shall constitute a renegotiation of the existing collective bargaining agreement as such is required under the PP A, and the Collective Bargaining Agreement shall not be construed to have expired as a result of the re-opener.

(e) The Board of Trustees is authorized and directed to take all reasonable measures to cooperate and assist in achieving the objectives of this Section.

(f) Notwithstanding the foregoing, the Board of Trustees is directed to apply for provisions provided by the Preservation of Access to Care for Medicare Beneficiaries and Pension Relief Act of 2010. If relief is granted, the Trustees shall decide how such relief is applied. If later enacted legislation permits a reduction in contributions (or increase in benefits, or both), the Trustees may revise the Rehabilitation Schedules and the bargaining parties will adopt the new Schedule. Subject to the foregoing, the Trustees are authorized and directed to modify promptly the Schedule (and the contributions and benefit reductions) in accordance with this subsection and subsections (a) and (c) above and as required or permitted by such law, rule or regulation, and such modifications shall automatically be deemed incorporated into the attached Schedule (which shall be revised and updated accordingly).

ARTICLE 11 - GENERAL CONDITION

11.01 Mileage - An employee required to use their car while working shall be compensated at the IRS rate, plus any parking and/or tolls, to be paid weekly.

11.02 It is agreed that the Employer will pay charges incident to the hiring of employees which are incurred due to the requirements of the Employer, such as medical examinations, bonding and, if such services are specifically requested by the Employer, employment agency fees.

11.03 Store Card - The Union agrees, in consideration of the signing of the Agreement by the Employer and for the period of the good and faithful performance of its provisions and covenants by the Employer, to provide to each store represented by the Employer, at no cost, a Union Store Card, the property of and issued by the United Food and Commercial Workers International Union.

11.04 Paydays/Pay Periods

<u>Pay Period</u>	<u>Payday</u>
1 st thru 15 th	20 th day of the same month
16 th to the last day of the month.....	5 th day of the following month

ARTICLE 12 - DISCIPLINE, DISCHARGE & NON-DISCRIMINATION

12.01 The Employer shall have the right to discipline or discharge an employee for just cause.

12.02 No Action During Vacation - No employee shall be laid off or discharged while on vacation.

12.03 Discrimination - The Union and the Employer agree that there shall be no discrimination against any employee because of marital status, race, creed, color, age, national origin, sex or disability.

12.04 It shall not be a violation of the Agreement or cause for discharge for any employee to refuse to cross a Union primary picket line in the performance of the employee's duties.

ARTICLE 13 - GRIEVANCE AND ARBITRATION

13.01 Step I - Within ten (10) days of the employee's knowledge of the facts of the grievance, the employee (and Union Representative, if requested by the employee) shall present the grievance to the Owner. The Owner shall have five (5) days to resolve the problem or to respond in writing otherwise.

13.02 Step II - Within ten (10) days of the Step I response, the Union shall serve written notice upon the owner. Such notice shall contain article violated and remedy requested. The owner shall have five (5) days to respond. If the grievance is not resolved the Union may move the matter to arbitration within ten (10) days.

13.03 Step III - If the Employer and the Union fail to voluntarily agree on an arbitrator, a list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator. The arbitrator's decision shall be final and binding on all parties except as provided herein. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this agreement as they may apply to the specific facts of the issue in dispute. The arbitrator shall not substitute his/her judgment for that of the Employer, and shall reverse management's actions or decision only if the Employer has violated the express terms of this Agreement. Each party shall bear one-half (1/2) of the fee of the arbitrator and any other expense jointly incurred incident to the arbitration hearing. All other expenses shall be borne by the party incurring them, and neither party shall be responsible of the expenses of witnesses called by the other party.

ARTICLE 14 - NO STRIKE OR LOCKOUT

14.01 There shall be no strike or lockout during the term of this Agreement.

ARTICLE 15 - SEPARABILITY CLAUSE

15.01 The provisions of this agreement are deemed to be separable to the extent that if and when a court of last resort adjudges any provision of this Agreement in its application between the Union and the undersigned Employer to be in conflict with any law, such decision shall not affect the validity of the remaining provisions of the Agreement, but such remaining provisions shall continue in full force and effect, provided further that in the event any provision or provisions are so declared to be in conflict with a law, both parties shall meet immediately for the purpose of renegotiation and agreement on the provision or provisions so invalidated.

ARTICLE 16 - SALE OR TRANSFER OF THE STORE

16.01 Upon the sale or transfer of a store, the former owner shall be responsible for any and all monetary benefits that employees have accrued under this Agreement to the date of sale or transfer. Within twenty (20) days after any such sale or transfer, the former owner shall notify the Union, in writing, of such sale or transfer, including the name and address of the new owner or transferee.

ARTICLE 17 - MANAGEMENT RIGHTS

17.01 Operation of the business and the directing and number of employees shall be the sole function of the Employer, but shall not be used so as to defeat any provision of this Agreement.

ARTICLE 18 - TERM OF AGREEMENT

18.01 This Agreement shall be effective as of July 1, 2018 and shall continue in full force and effect until June 30, 2021 and shall remain effective thereafter from year to year, unless notice of a desire to change or terminate or to negotiate on changes is given in writing by either party to the other at least 60 days prior to the anniversary of this Agreement.

IN WITNESS WHEREOF, the parties attach their signatures hereto this 24th day of Sept 2018.

KENT VALLEY OPTICAL

BY: _____

Dr. Scott Armer
Owner

**UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL 21**

BY: _____

Todd Crosby
President

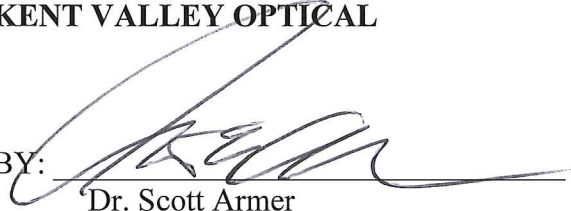
Letter of Understanding #1

**By and Between
UFCW Local 21
and
Kent Valley Optical**

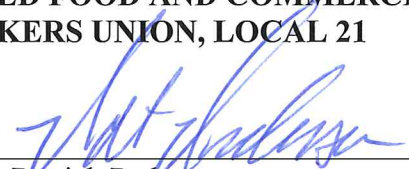
The Employer shall be allowed at least one (1) non-union casual worker. A casual worker shall be allowed to work no more than 1,040 hours in any year. No Union member shall have their hours reduced due to the use of casual workers.

IN WITNESS WHEREOF, the parties attach their signatures hereto this 24th day of Sept, 2018.

KENT VALLEY OPTICAL

BY: 
Dr. Scott Armer
Owner

**UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL 21**

BY: 
Patrick Pedersen
Negotiator

LETTER OF UNDERSTANDING #2

**ARTICLE 10.08, "Exhibit A"
PREFERRED SCHEDULE**

**REHABILITATION PLAN OF THE
SOUND RETIREMENT TRUST**

This is the Preferred Schedule for the Sound Retirement Trust Rehabilitation Plan. The Preferred Schedule will apply to participating Employer and Unions that have adopted it, and to the terminated vested members described below.

A. Contributions Rate Increases

The Preferred Schedule requires the additional employer supplemental contribution rates set forth below:

Effective:

January hours 2018:	\$0.542
January hours 2019:	\$0.648
January hours 2020:	\$0.754
January hours 2021:	\$0.860
January hours 2022:	\$0.966
January hours 2023:	\$1.072

With respect to bargaining agreements expiring on or after Jan. 1, 2011, or which adopt a Schedule on or after that date, the initial rate increase shall not be effective until hours worked on or after the first day of the month following ratification or expiration of the contract, whichever is later.

B. Reductions in Benefits:

As of the contract effective date, the 5-year certain guarantee on the normal form of payment for single participants will not apply to benefits earned prior to January 1, 2011. Effective February 1, 2011, certain benefits (described below) will no longer be available to those considered terminated vested as of December 16, 2010 (as defined in the "Important Notice of Plan Changes" dated December 16, 2010), regardless of when this Schedule is adopted by the bargaining parties. For all participants who are terminated vested as of December 16, 2010, the subsidized early retirement benefits will be effectively eliminated. In addition, for these terminated vested members:

- the post-retirement cost-of-living increases which were payable on pre-August 2003 accruals will not be provided,

- there will be no pre-retirement death benefits other than those required to meet the definition of a Qualified Joint & Survivor Annuity, and
- the 5-year certain guarantee on the normal form of payment for single participants will not apply.

KENT VALLEY OPTICAL

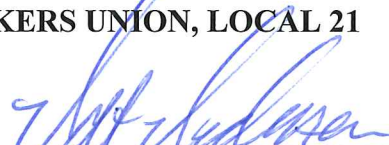
BY:



Dr. Scott Armer
Owner

**UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL 21**

BY:



Patrick Pedersen
Negotiator