

Agreement by and between
UFCW 3000
and
NORTHWEST ADMINISTRATORS, INC.

**Computer Operators
and Distribution**

Effective: 06-01-2020 – 08-31-2024

UFCW3000

Faye Guenther, President • Joe Mizrahi, Secretary-Treasurer

WEINGARTEN RIGHTS

Your Right to Union Representation

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

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

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

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

Discipline? Contract violations?

Call the Member Resource Center

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

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

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**2020 - 2024
AGREEMENT**

**By and Between
UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL 21
And
NORTHWEST ADMINISTRATORS, INC.**

Computer Operators and Distribution

THIS AGREEMENT is mutually entered into this 1st day of June 2020, by and between UFCW Local 21, chartered by the United Food and Commercial Workers International Union, hereinafter referred to as the "Union", and Northwest Administrators, Inc., hereinafter referred to as the "Employer".

PREAMBLE

The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work, and conditions of employment to be observed by both parties to this Agreement and set forth herein.

ARTICLE 1 – RECOGNITION AND BARGAINING UNIT

1.01 Recognition – The Employer hereby recognizes the Union as the sole and exclusive bargaining representative with respect to wages, hours and working conditions of employment for computer operators and distribution Employees of the Employer in Seattle, Washington, within the jurisdiction of this Agreement.

1.02 Bargaining Unit Work – Work involving the performance of services within the classifications contained herein is recognized as bargaining unit work and shall not be performed by any person not a member of the bargaining unit. It is understood that supervisory personnel shall limit their activities primarily to supervisory functions, provided that supervisory personnel may perform bargaining unit work in emergency situations.

ARTICLE 2 – UNION SECURITY

2.01 All present Employees who are members of the Union on the effective date of this Article or on the date of execution of this Agreement, whichever is the later, shall remain members of the Union in good standing as a condition of employment. All present Employees who are not members of the Union and all Employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on and after the thirty-first (31st) day following the effective date of this Article or the date of this Agreement, whichever is the later.

2.02 Upon written notice from the Union that any Employee has failed to acquire membership in the Union, as herein provided, or has failed to thereafter maintain good standing, as herein provided, the Employer shall, within fourteen (14) calendar days of such notice, discharge said Employee.

2.03 Master Lists/Status Reports – The Employer shall supply to the Union on a monthly basis a list of all Employees covered by this Agreement. The list shall be sent electronically and shall include the Employee's name, address, phone number, job classification, department, date of hire, social security number, wage rate, FTE status, and gross income for the previous month. Each month the Employer will also include an electronic list of new hires and terminations during the previous month. The new hire list shall include all information listed above. The termination list shall include the effective date of termination.

2.04 Voluntary Dues Deduction – The Employer shall deduct from the wages of each Employee, upon proper authorization from the Employee affected, initiation fees and union dues that are authorized by a regular and proper vote of the membership of the Union. The deducted sums will be conveyed to the Union promptly. The demographic information will be sent electronically; such list shall include: social security number, Employee's name and the amount deducted for the relevant period. The Union and each Employee agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, this wage deduction. The Employee shall, within thirty (30) days after commencement of employment, provide the Employer with a signed authorization for such deductions.

2.05 Monies shall be deducted from the last payroll period of the month for the following month and shall be forwarded by the Employer to the Union not later than ten (10) days following the payroll period, accompanied by a written statement of the names of the Employees from whom the deductions were made and the amount of these deductions.

2.06 In the event of a change in the Union dues, the Union will give the Employer thirty (30) days' notice prior to the effective date of such change.

2.07 Union Documentation to New Employees – The Employer will distribute a copy of this Agreement to each Employee presently employed and to all newly hired Employees with the Union membership application form and payroll deduction card. The Union will print and provide copies of the Agreement and membership forms to the Employer. In addition, the Employer will make this Agreement available to Employees on the company's intranet.

2.08 Union Visitation: It is expressly understood and agreed that agents of the Union may enter the premises of the Employer for the purpose of meeting with the Employees; provided such meeting does not unreasonably interfere with the Employees' work. Agents' presence shall be made known to the Employer's representative prior to arrival.

2.09: Stewards – The Union may designate member(s) of the bargaining unit as steward(s) for the purpose of communication between the Union and its members. Duties of stewards will not include handling grievances, attending meetings between management and other Employees (except investigatory meetings), interpreting this Agreement, initiating strike action, slowdown or

other interruptions or interference with the Employer's business; however, stewards will be allowed to attend meetings at the request of fellow Employees. This will include the request by an Employee to have the steward present for any meeting with the supervisor under the initial discussion of the Employer's disciplinary procedures.

2.10 Stewards shall not conduct their activities during their working hours or so as to involve any other Employee during that Employee's working hours.

2.11 There will be no discrimination by the Employer against any shop steward or other Employee for lawful Union membership or activities.

2.12 Voluntary Political Action Fund – Provided at least five (5) Employees elect to withhold voluntary political contributions, the Employer, during the term of this Agreement, shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a Political Action Contribution Authorization form. When filed with the Employer, authorization form will be honored in accordance with its terms. The amount deducted and a roster of all Employees using the payroll deduction for voluntary political action contributions will be promptly transmitted to the Union by separate check payable to its order. Union issuance of a transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and the Employee authorizing the assignment of wages for payment of the voluntary political action contributions hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such Employee.

ARTICLE 3 – DEFINITIONS

3.01 Probationary Period – The first ninety (90) calendar days of an Employee's employment during which time the Employer may discharge said Employee without further recourse. This period may be extended on an individual case-by-case basis up to a maximum of one hundred eighty (180) calendar days by mutual agreement between the Employer and the Union.

3.02 Regular Employee – An Employee who has completed the required probationary period and reports on a regularly scheduled basis of either full time (forty (40) or thirty-seven and one-half (37 ½) hours per week) or part time (less than forty (40) or thirty-seven and one-half (37 ½) hours per week).

3.03 On-Call Employee – An Employee who works a varying schedule and whose job assignment is intended to be short term and dependent upon business and personnel fluctuations. On-call Employees shall be excluded from the provisions of Articles 7, 8, 9, 10, and 11.01 of this Agreement. An on-call Employee who works more than seven hundred twenty (720) hours in a calendar year shall become a regular Employee and eligible for all provisions of this Agreement. These limits may be extended on an individual basis by mutual agreement between the Employer and the Union. The Union shall not unreasonably withhold approval of a request for extension. The intention of on-call Employee usage is not to displace permanent positions.

3.04 Student Exemption – A bona fide student whose school schedule does not permit the

use of established work schedules may be exempted from the premium and overtime provisions of this Agreement by mutual agreement between the Employer, the Union and the Employee.

3.05 Temporary Position – A non-permanent special task, normally of short duration, not to exceed three (3) months, at which time the position shall be considered permanent, unless mutually agreed otherwise between the Employer and the Union.

ARTICLE 4 – HOURS OF WORK AND OVERTIME

4.01 The work week shall consist of eight (8) hours per day, five (5) days per week, Monday through Saturday, inclusive. Time and one-half (1½) shall be paid for all work performed on Sunday or for work in excess of eight (8) hours per day or forty (40) hours per week, except for make-up time, which shall be at straight-time pay. Any Employee reporting for duty on the sixth (6th) day or Sunday shall be guaranteed at least four (4) consecutive hours of work, except that work that is performed to make up for time lost in the current and immediately preceding payroll period.

4.01.1 Alternative Work Schedules – Employees may request and may be granted the option to work a thirty-seven and one-half (37 ½) hour weekly work schedule, with all such hours paid at straight time. No Employee will be required to work a thirty-seven and one-half (37 ½) hour weekly work schedule. An employee working a forty (40) hour work week may also apply and may be granted the opportunity to work a compressed work schedule. An example of a compressed work week is four (4) ten (10) hour days. The weekly hours or compressed work week schedule may be rescinded by the Employer with no less than thirty (30) days of notice to the Employee unless otherwise unavoidable. If a compressed work schedule is rescinded, the Employer and the Employee will discuss options that allows the Employee to return to a thirty-seven and one-half (37 ½) or forty (40) hour work week.

Should the Employee be approved to work a thirty-seven and one-half (37 ½) hour per week schedule or a compressed work schedule, overtime will be paid only on hours worked in excess of forty (40) in a work week, all hours over forty (40) are overtime.

4.02 The Employer shall be the judge of the number of work shifts and the reporting time of each Employee on each work shift.

4.03 The Employer shall have the right to rotate Employees' work days or work shift schedules to accommodate the work week schedule in accordance with production requirements. In the event the Employer utilizes a 6 - 5 - 4 or similar work week schedule, those hours of work in excess of forty (40) shall not be subject to overtime pay, as long as the average of the hours in the work schedule (as in 6 - 5 - 4) totals no more than forty (40). In no event, however, shall the work schedule provide for more than eight (8) hours per day, five (5) days per week, at straight time pay without prior approval of the Union.

4.04 The Employer shall make every reasonable effort to assign work schedules on a basis that conforms to the best interests of both the Employer and the Employees.

4.05 Telecommuting – The Employer will provide the opportunities for Employees to work

remotely based on operational needs. Opportunities will be awarded based on seniority and by mutual agreement between the Employer and Employee.

ARTICLE 5 – TRANSFERS, ADVANCEMENTS AND LAYOFFS

5.01 Definition – Seniority shall be defined as the length of continuous employment with the Employer after completion of the probationary period. A temporary absence from work, such as necessitated by accident or illness, or by an approved leave of absence, or a layoff not to exceed six (6) months, shall not break seniority. It is the Employee's obligation to inform the Employer of a change of address and/or telephone number while on layoff.

Seniority rights shall terminate if an Employee:

- a) Voluntarily quits;
- b) Is discharged;
- c) Is laid off for a period equal to the Employee's seniority or six (6) months, whichever is the lesser period;
- d) Fails to return to work in accordance with the terms of a leave of absence or when called to return from a layoff. It is agreed that consideration shall be give to extenuating circumstances.

5.02 Transfers and Advancements – Written notice of all job openings covered by this Agreement shall be placed in a conspicuous location and Employees interested in being considered for any such opening shall advise the Employer in writing of their interest.

5.03 The Employer shall fill the job opening by considering seniority, merit and ability. Where merit and ability are equal, seniority shall be the determining factor. Merit and ability mean the merit and ability to do the appropriate job in a good and workmanlike manner, taking into consideration an Employee's total conduct, performance, and qualifications. The Employer shall be the judge of whether the merit and ability of the Employees are equal; but this judgment shall be fairly and reasonably exercised. An Employee with seniority shall be given preference over a temporary Employee for any position for which the Employee is qualified. Any disagreement between the Union and the Employer may be reviewed by a committee consisting of a representative from the Union and a representative from the Employer, and the Employee involved. Any disagreement between the Union and the Employer may be reviewed by a committee consisting of a representative from the Union and a representative from the Employer, and the Employee involved.

5.04 Layoffs – When there is a need for a layoff within a job classification, seniority will be the determining factor, providing merit and ability are equal. The Employer shall be the judge of whether the merit and ability of the Employees are equal; but this judgment shall be fairly and reasonably exercised. Any disagreement between the Union and the Employer may be discussed with the Union and a representative from the Employer, and the Employee involved.

5.04.1 Severance Pay - It is agreed that each full-time and part-time Employee who is laid off from his/her employment for permanent layoff, shall be compensated for such layoff provided he/she has been continuously employed by the Employer for a period of at least ten (10) years. An eligible Employee compensated for his/her layoff shall receive

severance pay equal to the employee's normal workweek's pay for three (3) weeks of severance pay or three (3) weeks of layoff notice.

5.04.2 Recall Rights - Upon layoff, the names of such Employees will be placed on a recall list for one hundred twenty (120) days. It shall be the Employee's responsibility to keep the Employer informed of his/her current address and phone number. Failure to do so shall absolve the Employer of any further obligation under this section. When a vacancy is to be filled from the reinstatement roster, the order of reinstatement shall be in reverse order of layoff, provided skill and ability are equal in the judgement of the Employer. Job openings will be offered to Employees on recall before considering other candidates whether internal (job bidding) or external posting. Employees will not be subject to testing but must complete and pass designated software tutorial when moving to an equal or less grade.

ARTICLE 6 – WAGES AND CLASSIFICATIONS

6.01 Wages – Refer to Appendix “A”.

All associates in all pay grades, having worked one hundred and eighty (180) days or more prior to the ratification date, will receive a one-time supplemental wage payment paid at fifty (50) hours at current wage rates on August 31, 2021. The payment will be processed within three (3) weeks after ratification of the new labor agreement.

6.02 There shall be a forty cents (40¢) per hour premium paid for all hours worked other than the day shift.

6.03 No Employee who, prior to the date of this Agreement, was receiving more than the rate of wages designated in this Agreement for the class of work in which the Employee was engaged, shall suffer a reduction of wages through the operation or because of the adoption of this Agreement. Any Employee receiving compensation over scale shall continue to receive not less than the same amount over the new scale.

6.04 In case of any new classification developing, a wage scale shall be set by agreement between the parties.

6.05 No Employee shall suffer any reduction in wages if used temporarily in any capacity. No Employee will be required to work at a higher rated position without receiving the wages of this position as called for in this Agreement, except in the case of emergency (illness, accident or circumstances beyond the Employer's control). This shall not apply to positions subject to job bidding, or disability/medical leaves of more than five (5) working days.

6.06 By mutual agreement, an Employee may train in a higher rated position at their current rate of pay. This shall not apply to positions subject to job bidding. Time spent in training shall be set in a meeting between the Union, the Employee and the Employer. Time spent by an Employee in a position that subsequently is subject to a job bid shall be recognized.

6.07 The Employer may discharge an Employee without recourse if at any time the Employer

discovers that the Employee has been convicted of a felony, or is not or cannot be insured under the Employer's or a client's fidelity bond, fiduciary insurance policy and/or errors and omissions insurance.

ARTICLE 7 – HOLIDAYS

7.01 The following days shall be considered as holidays:

New Year's Day	Thanksgiving Day
President's Day	The Friday after Thanksgiving
Memorial Day	The Working Day before Christmas
Independence Day	Christmas Day
Labor Day	Personal Holiday *

7.02 If Independence Day, Memorial Day, Labor Day, Thanksgiving Day or Christmas Day falls on an Employee's regularly scheduled work day, the Employee may be required to work said day. Such Employee shall be paid holiday pay plus compensation at the rate of time and one-half (1½) for hours actually worked on the holiday. No Employee whose scheduled day off falls on one of these holidays shall be required to work said holiday.

7.03 For work performed on the remaining holidays, an Employee shall receive holiday pay and either compensation at the rate of time and one-half (1½) for hours actually worked on the holiday, or another day off at straight-time pay. When a day off is chosen, said day shall be selected by mutual agreement between the Employer and the Employee.

7.04 If a holiday falls on an Employee's day off, an additional day off shall be given with pay, the day taken to be agreed upon mutually between the Employee and the Employer.

7.05 President's Day and Memorial Day shall be celebrated on the day designated under the Federal Law. When any aforementioned holiday falls on Sunday, the Monday following shall be considered the holiday.

7.06 An Employee volunteering to work but failing to report for work on any authorized holiday shall receive no holiday pay except when the Employee is unable to work because of illness or another emergency for which the Employer may require documentation. To be eligible for holiday pay, an Employee must have worked the last scheduled work day prior to and the next scheduled work day after the holiday, except when the Employee is unable to work because of illness or another emergency or if the Employee has pre-approved annual leave for which the Employer may require documentation.

7.07 An Employee who has been on the payroll for thirty (30) days or more shall be eligible for pay for all of the above holidays, provided the Employee worked the last scheduled work day prior to and their next scheduled work day after the holiday, except when the Employee is unable to work because of illness or another emergency for which the Employer may require documentation.

* For employees who have worked for the Employer for one (1) year or more.

7.08 If a holiday falls during an Employee's vacation, the Employee shall be given an additional day off with pay.

7.9 The Employer has the right to ask for proof of illness if an Employee is absent the day before or the day after a holiday.

ARTICLE 8 – ANNUAL LEAVE

8.01 Annual leave will provide Employees with paid time, as much as possible on a scheduled basis to cover needs or uses as defined by the Employee and to encourage such time on a scheduled basis. Annual leave is to be used for the Employee's illness, family illness, vacation, family emergencies or other personal business.

8.02 Employees in their first two (2) years of employment earn annual leave at a rate of one (1) hour of annual leave for every forty (40) hours worked. Employees can use their accrued annual leave after ninety (90) days of employment.

After two (2) years of employment, Employees are granted annual leave on their anniversary date, as follows:

<u>Continuous Service</u>	<u>Yearly Total</u>
2 – 5 Years	15 Days
5 – 10 Years	21 Days
10 – 18 Years	26 Days
18 or more years	31 Days

8.03 Employees may carryover annual leave to the minimum extent required by applicable law. Unused annual leave above the minimum requirement is not carried over and will be forfeited.

8.04 Annual leave may be used in increments of no less than fifteen (15) minutes.

8.05 Annual leave shall be scheduled annually according to seniority by department; the times to be agreed and approved by the Employer. Maintenance of proper staffing levels of the Employer's business operation may require limiting the number of consecutive weeks of annual leave that an Employee may take at any one time. Any limitation, however, shall provide each Employee with one (1) annual leave period of at least two (2) consecutive weeks' duration, if entitled and so requested, between anniversary periods. Those Employees who are entitled to twenty-one (21) days or more of annual leave may work five (5) of these days and receive pay by mutual agreement between the Employee and the Employer.

8.06 In case of bona fide sickness or disability for periods not exceeding forty-five (45) working days or twelve (12) weeks in the event of an FMLA leave per anniversary year, annual leave credits shall not be affected.

8.07 Terminating Employees with one (1) or more years of service shall receive prorated annual leave pay in accordance with the number of days since their last anniversary date and terminating Employees with at least six (6) months but less than one (1) year of service shall

receive prorated annual leave pay in accordance with the number of days since their hire date. In the case of voluntary termination, an Employee must give at least two (2) weeks' notice to receive prorated annual leave pay.

8.08 Leave without pay will not be granted in those cases where annual leave is available.

8.09 The following notification standards shall be used to determine whether an absence is scheduled or unscheduled.

- a) Absences of less than five (5) days – unscheduled if taken with less than one (1) full working day advance notice. (The notice requirement shall be waived if the request for a one (1) day or one-half (½) day absence is approved.)
- b) Absences of five (5) days or longer – unscheduled if taken with less than five (5) full working days' advance notice.

ARTICLE 9 – LEAVES

9.01 Medical Leaves – Medical Leaves of Absence for injury or a disabling medical condition, certified by a qualified health care provider, shall be granted, following thirty (30) days written notice, unless unable to do so, in advance with the following:

- a) Employees with ten (10) or more years of seniority shall be allowed a medical leave of absence of up to twenty (20) weeks. Employees with five (5) or more years of seniority shall be allowed such leave up to fifteen (15) weeks. Employees with less than five (5), but with one (1) or more years of seniority shall be allowed such leave up to twelve (12) weeks. Employees with six (6) months or more of seniority shall be allowed such leave up to one (1) week, except for maternity leave, which shall follow applicable law.
- b) If involuntarily hospitalized, the days of leave will not adversely affect seniority.
- c) If the disability does not exceed the above limitations, the Employee's seniority and former or comparable position shall be restored.
- d) If the disability exceeds the above limitations, the Employee shall have the right to be considered for the first job opening for which the Employee is qualified, but shall have a break in seniority.

9.02 The Employee, when physically able to return to work as certified by a qualified health care provider, shall immediately notify the Employer of such date. If the Employee does not notify the Employer upon cessation of the disability or does not accept a job opening for which the Employee is qualified and entitled, all rights to re-employment shall cease.

9.03 In cases of progressive or elective disabilities, the Employee shall notify the Employer immediately upon becoming aware of the disabling condition and, within fifteen (15) days, provide the Employer with the qualified health care provider's statement estimating the disability commencement date. The Employer may rely on the estimated disability date for the purpose of temporarily filling the Employee's job.

9.04 Employees may use annual leave for doctor and/or dental appointments. If annual leave is

not available, the Employee may make up the time (with prior approval from the Supervisor) or take the leave without pay. However, the Supervisor may allow an Employee to make up a maximum of two (2) hours' time by working one (1) hour after regular quitting time or before regular starting time on the same day as the appointment or the two (2) preceding or succeeding days.

9.05 Jury Duty – Regular Employees 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 or pay they receive for such service and the amount of straight time earnings lost by reason of such service, up to a limit of a regular day's pay on scheduled days of work. However, Employees called for jury duty who are temporarily excused from attendance at court must report to their Employer, and if the Employer requests them to do so, must report for work if sufficient time remains after such excuse to permit them to report to their place of work and work at least two (2) hours. In order to be eligible for payments under this paragraph, Employees must furnish a written statement from the appropriate public official showing the date and time served and the amount of jury pay. If any Employee is called for jury duty more than once in a three (3) year period, the Employee shall assist the Employer in having any subsequent duty calls dismissed.

9.06 Bereavement Leave – In the event of a death in the immediate family of a regular Employee, they shall upon request, be granted such time off as is necessary to make arrangements for the funeral or other service and attend same, of up to four (4) regularly scheduled working days. Should the death occur while the Employee is on paid leave, bereavement leave may be substituted per the Employee's request provided the Employee makes a request to receive bereavement leave within ten (10) days upon return from paid leave. For this purpose, the immediate family shall consist of: spouse, domestic partner (relationship for one (1) year or more), child, stepchild, current stepparent, mother and father. Bereavement leave for: brother, sister, mother-in-law, father-in-law, grandchildren, and grandparents of one (1) day if within one hundred-fifty (150) miles of Seattle and two (2) days if over one hundred-fifty (150) miles from Seattle.

An Employee attending a funeral out-of-state or more than one hundred-fifty (150) miles from Seattle, for an immediate family member as defined above, shall be permitted up to two (2) additional days of unpaid leave. The Employee may use annual leave, if available. At the Employer's discretion, confirmation of attendance and location may be required.

9.07 Other Leaves – The Employer, at its sole discretion, may grant a leave of absence without pay to an Employee who has been employed for one (1) year or more. Requests for such leaves must be made in advance and in writing, and must specify the duration and the purpose. The Employer will give consideration to the circumstances of each application on an individual basis. The Employer's decision regarding a leave of absence request shall not be subject to the grievance provisions of this Agreement.

9.08 Family Leave – As required by law, all Employees shall be entitled to all rights and conditions as set forth in the Family and Medical Leave Act of 1993 (FMLA).

ARTICLE 10 – HEALTH & WELLNESS, PRESCRIPTION, DENTAL & VISION

10.01 The Employer and the Union agree to be bound by the terms of the Trust Agreements, which created the Sound Health and Wellness Trust, as initially executed on June 18, 1957, or the Trust Agreement which established the Sound Health and Wellness Trust, initially adopted December 3, 1998, as applicable, by all subsequent revisions or amendments thereto, and by all policies and other conditions of participation and eligibility, which may be established from time-to-time by the Plan Document, the Trust's Rules and Regulations, the Summary Plan Description, and other pertinent procedures, practices, and Trustee actions. The Employer accepts the Employer Trustee members of the Board of Trustees, and their duly appointed successors, as its representatives for purposes of managing the Trust. The Union accepts the Labor Organization Trustee members of the Board of Trustees, and their duly appointed successors as its representatives for purposes of managing the Trust.

Adoption of Health and Wellness Labor Agreement: The Employer and the Union agree to be bound by the Health and Wellness Labor Agreement, effective May 2007, by and between Allied Employers, Inc. and UFCW Union Locals 21, 44, 81, 367, 1439, UFCW International, and Teamsters Union Local 38, and by all subsequent revisions or amendments thereto.

Employers party to this Agreement shall continue to pay on a per compensable hour basis (maximum of one hundred and seventy-three (173) hours per calendar month per Employee) into the Sound Health and Wellness Trust for the purpose of providing the Employees with hospital, medical, surgical, vision, group life, accidental death and dismemberment, weekly indemnity benefits, and dental benefits in accordance with the contribution rates and related provisions established by the separate Health and Wellness Agreement between Allied Employers, Inc. and various Local Unions dated April 1, 1977 and as subsequently amended, including the revision dated May 6, 2007.

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 and Wellness Trust in accordance with the terms and provisions of the Trust Agreement creating the Sound Health and Welfare Trust, dated June 18, 1957, and may be subsequently amended.

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

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.

Notwithstanding the forgoing Section, the Board of Trustees of the Sound Health and 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 case, the one hundred 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 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.

10.02 Contributions – The Employer will pay up to a maximum level of five dollars and ten cents (\$5.10) per hour for Health and Welfare contributions during the Agreement periods from September 1, 2021 through August 31, 2023. If at any time during the Agreement periods from September 1, 2021, through August 31, 2023 the Health and Welfare rate exceeds five dollars and ten cents (\$5.10) per hour, the parties agree to resume bargaining on the subject of Health and Welfare contributions.

The Employer will pay up to a maximum level of five dollars and thirty cents (\$5.30) per hour for Health and Welfare contributions during the Agreement period from September 1, 2023 through August 31, 2024. If at any time during the Agreement period from September 1, 2023, through August 31, 2024 the Health and Welfare rate exceeds five dollars and thirty cents (\$5.30) per hour, the parties agree to resume bargaining on the subject of Health and Welfare contributions.

10.02.01 Medical Plan Contributions during FMLA Leave. In the event an Employee who is on an FMLA leave nears exhausting all paid leave, such Employee may inquire of the Human Resources Director the need, if desired, to retain up to forty (40) paid leave hours for the sole purpose of meeting the health and welfare one hundred hours eligibility requirement when no FMLA leave remains.

10.03 Employee Coverage – Each eligible Employee shall assist in the payment of the cost of health and wellness coverage for the Employee him/herself through a scheduled wage deduction. Such assistance shall be limited to the sum of seven dollars (\$7.00) per week, unless the provisions of 10.02 apply.

10.04 Dependent H&W Coverage – All Employees who elect dependent coverage and were hired after April 1, 1992 will authorize the Employer to deduct from their wages the amount(s) determined by the Board of Trustees.

Employees hired prior to April 1, 1992 shall not pay a premium for their current dependent coverage.

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

10.06 Long Term Care Plan – The Employer will provide at no cost to the eligible Employees a basic Long Term Care Plan. The Employer will maintain the Summary Plan Description; however, specific premium and benefit information is maintained by the insurance carrier (Prudential Insurance Company). An eligible Employee is an Employee whose date of continuous employment is before June 1, 2012.

ARTICLE 11 – PENSION PLAN

11.01 The Employer agrees to continue to contribute sixty-eight cents (\$0.68) per compensable hour into the Pacific Coast Benefits Trust Pension Plan effective April 1, 2018 based on March 2018 hours, for a maximum of one hundred and seventy-three (173) hours per month.

11.02 The Employer shall pay into the Western Conference of Teamsters Pension Trust Fund on account of each Employee covered by this Agreement, the sum of two dollars and eighty cents (\$2.85) for each compensable hour in the preceding month. Effective with hours compensated in September 2021 through August 2024, the sum of two dollars and ninety cents (\$2.90) per compensable hour will be paid into the Western Conference of Teamsters Pension Trust Fund.

The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) 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 Fund to facilitate the determination of the hours for which contributions are 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 the time specified, shall be a breach of this Agreement.

11.03 For temporary agency personnel or probationary Employees hired or utilized for the first time on or after April 1, 2015 the employer shall pay an hourly contribution rate of ten cents (\$0.10) during the probationary period as defined in Article 3.01 or the initial period of utilization, but in no case for a period longer than ninety (90) calendar days from an Employee's first date of hire (into the bargaining unit) or utilization in the performance of bargaining unit work. Contributions shall be made on the same basis as set forth in Article 11.02 of the Agreement. After the expiration of the probationary period as defined in Article 3.01, or an equivalent period if an individual is utilized as a temporary Employee, but in no event longer than ninety (90) calendar days from an Employee's first date of hire (into the bargaining unit) or first date of utilization as a temporary Employee, the contribution shall be increased to the full contractual rate stated in Article 11.02.

11.04 USERRA – Employees in service in the uniformed services of the United States, as defined by the provisions of the Uniform Services Employment and Reemployment Rights Act (USERRA), Title 38, U.S. Code Chapter 43, shall be granted all rights and privileges provided by USERRA, and/or other applicable state and federal laws. This shall include continuation of health coverage as provided by USERRA and pension contributions for the Employee's period of service as provided by USERRA. Employees shall be subject to all obligations contained in USERRA which must be satisfied for the Employees to be covered by the statute.

The Employer, in its discretion, may make additional payments or award additional benefits to Employees on leave for service in the uniformed services in excess of the requirements outlined in the USERRA.

Upon notification from an Employee that he/she is taking USERRA qualified military leave, the Employer shall notify the Local Union within five (5) business days.

11.05 Supplemental Income Plan 401 (k) – The Employer agrees to participate in the Supplemental Income Plan 401(k). Employees may participate who have attained seniority and decide to make elective contributions to the Plan. The Employee will not be required to make any contributions to the Plan.

ARTICLE 12 – GENERAL CONDITIONS

12.01 Health Regulations – Daily relief time and proper sanitary conditions shall be provided for all Employees in accordance with state laws and city ordinance. Employees receive two (2) fifteen (15) minute breaks during their seven and one-half (7 ½) or eight (8) hour shift. Employees have the option to apply for a thirty (30) or sixty (60) minute unpaid lunch break.

12.02 Liaison Committee – The Employer agrees to meet, subject to call, with a Liaison Committee to be selected by the Employees.

12.03 Bad Weather or Work Site Emergency – Employees who are unable to work any day because of the weather (or other unforeseen emergencies such as earthquake, power outage, system unavailability, etc.) will have the alternative of taking a day of earned annual leave or having their pay reduced by that day's work. Employees who arrive late will have their pay reduced by the appropriate amount. An Employee who leaves early voluntarily will be treated in the same manner. If the Employer decides to close the office, all Employees will be paid to the normal closing hour.

Employees will be allowed to make up time lost due to bad weather at straight-time subject to the provisions of 4.01.

12.03.1. Bad Weather or Work Site Emergency – Should an Employee be unable to report to work due to bad weather conditions, the absence will not apply towards the Employer's Absence Policy regardless of whether the Employee chooses to take a day of earned annual leave or leave without pay.

12.04 Productivity Standards – The Employer will notify the Union of changes in production standards as they occur. An ad hoc committee representing the Union and the affected Employees will be established to review productivity issues on an as-needed basis.

ARTICLE 13 – DISCRIMINATION OR DISCIPLINE OF EMPLOYEES

13.01 The Employer shall be the judge as to the competency and qualifications of the persons in his employ; provided, however, that no person shall be discharged or discriminated against for any lawful union activity or because of race, creed, color, sex, sexual orientation, age (as defined by Federal Law), national origin, physical handicap, or any other legally (state and federal) protected category unrelated to the ability to perform the job.

13.02 No Employee covered by this Agreement shall be disciplined or discharged without sufficient and just cause.

13.03 All notices of discharge shall be given in writing, if requested by Employee. Upon

request by an Employee, the Employee shall be informed orally by the Employer of the grounds of discharge.

13.04 The Employer shall not require any Employee or prospective Employee to take or be subject to any lie detector or similar tests as a condition of employment or continued employment.

ARTICLE 14 – GRIEVANCE PROCEDURE

14.01 A grievance is defined as a dispute between an Employee(s) and/or the Union on behalf of such Employee(s) with respect to the interpretation or application of any terms or conditions specified in this Agreement or agreements supplemental hereto except as specifically limited herein. All grievances must be processed in accordance with the procedure set forth below. All grievances must be initially raised within fourteen (14) calendar days of the time the events occurred that precipitated the problem. The grievance must be raised in accordance with the following procedure:

Step I: The Employee having a grievance must first present the grievance to the Employee's supervisor or manager. Nothing in this article or subsection will preclude the Employee from presenting the issue to Human Resources or another level of supervisory/management authority. If the grievance cannot be settled between the parties within seven (7) calendar days following presentation, it must be processed in accordance with Step II.

Step II: Within fourteen (14) calendar days of the date Step I was completed, the Grievant and/or the Union Representative must file a statement of the grievance in writing with the designated Employer representative, which shall contain the following information:

- a. the facts upon which the grievance is based,
- b. reference to each Article and Section of the Agreement alleged to have been violated, and
- c. the remedy sought.

The designated Employer representative, the Grievant, and the Union Representative shall, within fourteen (14) calendar days following the filing of such written statement of grievance, meet in an attempt to resolve the grievance. The Employer Representative will issue a written response to the grievance within fourteen (14) days of the grievance meeting.

Step III: Arbitration – If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Union have complied with the specific procedures, requirements and time limitations specified in Steps I and II herein, the Employer or the Union may submit the issue in writing to final and binding arbitration within fourteen (14) calendar days following the response from the Employer representative. If the Employer and the Union are unable to agree on an impartial arbitrator, a list of seven (7) 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 remains. The person whose name remains shall be the Arbitrator. The Arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall only be authorized to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The Arbitrator shall only have the authority to rule on the specific issue as defined in writing at Step II of this grievance procedure. Each party shall bear one-half (½) of the fee of the Arbitrator and any other expense jointly incurred incidental to the arbitration hearing.

14.02 Time limits for processing grievances may only be extended by mutual written agreement. Failure on the part of the Grievant and the Union to comply with the procedural requirements specified herein shall result in the matter being resolved in accordance with the Employer's position.

14.03 At any time during the course of the grievance, the Employer representative and the Union representative may enter into settlement discussions so as to resolve the grievance without proceeding further in the grievance process. Such settlement talks will be confidential between the Employer, the Union Representative and the Grievant and will not have bearing on the remainder of the grievance process should the settlement be unsuccessful.

ARTICLE 15 – RIGHTS AND OBLIGATIONS

15.01 No Strike or Lockout – The Union agrees not to strike and the Employer agrees not to lock out during the life of this Agreement. The Union must notify the Employer six (6) working days, excluding Saturday, Sunday and holidays, prior to observing any lawful, primary picket line. The refusal of any Employee covered by the terms of this Agreement to pass through a picket line after the above-mentioned notice is effective shall not constitute a violation of this understanding.

15.02 It is mutually agreed and understood that the Employer reserves the right to discipline and/or discharge any Employee for sufficient and just cause, and to do any and all acts necessary to the management of the business not expressly bargained away herein; however, that no Employee be discharged or discriminated against for upholding union principles and taking part in normal union activities.

15.03 Separability – It is not the intent of either party hereto to violate any laws or any rulings or regulations of any governmental authority or agency having jurisdiction over the subject matter of this Agreement and the parties hereto agree that in the event any specific provisions of this Agreement are held or constituted to be void or being in contravention of any such law, ruling, or regulations, nevertheless the remainder of the Agreement shall remain in full force and effect, unless the parts so found to be void are wholly inseparable from the remaining portion of this Agreement.

ARTICLE 16 – DURATION OF AGREEMENT


16.01 It is hereby understood and agreed that this Agreement shall be in full force and effect from June 1, 2020 , to and including August 31, 2024, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

16.02 Where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other notice of at least sixty (60) days prior to August 31, 2024, or any subsequent Agreement year, advising that such party desires to revise or change terms or conditions of such Agreement.


16.03 Revisions agreed upon shall be effective as of October 22, 2021, unless a different effective date is specified in the Contract.

IN WITNESS WHEREOF, we attach our signatures this 7th day of March 2022.

NORTHWEST ADMINISTRATORS, INC.
(Computer Operators and Distribution)




John Corapi
President



Kristine Watson
Vice President

UFCW LOCAL 21



Faye Guenther
President



David Barnes Negotiator

NORTHWEST ADMINISTRATORS, INC.
APPENDIX "A"

COMPUTER OPERATORS – DISTRIBUTION
WAGES
2020 – 2024

CLASSIFICATIONS:

	<u>Effective</u> <u>09/01/21</u>	<u>Effective</u> <u>09/01/22</u>	<u>Effective</u> <u>09/01/23</u>
1. General Clerk			
0 - 6 months	\$ 18.7121	\$ 19.2267	\$ 19.8035
6 - 12 months	20.2295	20.7858	21.4094
12 - 24 months	21.7635	22.3620	23.0329
24 - 44 months	23.2810	23.9212	24.6388
44 - 64 months	23.5353	24.1825	24.9080
Thereafter	23.9147	24.5724	25.3096
2. Computer Operator			
0 - 12 months	\$ 21.0765	\$ 21.6561	\$ 22.3058
12 - 24 months	24.1438	24.8078	25.5520
24 - 36 months	25.6988	26.4055	27.1977
36 - 48 months	27.3284	28.0799	28.9223
48 - 60 months	28.7820	29.5735	30.4607
Thereafter	30.6035	31.4451	32.3885

THE UNION DIFFERENCE

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

A Voice at Work

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

Right to Union Representation

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

Just Cause for Discipline

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

The Security of a Union Contract

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

Union Leadership

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

My Shop Steward is:

My Union Rep is:

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

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

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

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

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

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

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

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

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

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

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

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