

# Agreement by and between **UFCW 3000** and **Prairie Center Red Apple**

Effective: 1/1/2023 - 12/31/2026

**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**

**AGREEMENT**  
**By and Between**  
**PRAIRIE CENTER RED APPLE MARKET**  
**and**  
**UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 3000**

This agreement is entered into by and between PRAIRIE CENTER RED APPLE MARKET, referred to hereinafter as the "Employer" and the UNITED FOOD & COMMERCIAL WORKERS UNION LOCAL 3000, referred to hereinafter as the "Union".

It is the intent and purpose of the Employer and the Union to promote and improve labor management relations between them and to set forth the basic terms of agreement covering wages, hours and conditions of employment to be observed by the parties to this Agreement.

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

**ARTICLE 1 - RECOGNITION AND BARGAINING UNIT**

1.1 Prairie Center Red Apple Market hereby recognizes the United Food & Commercial Workers Union Local 3000 as the sole and exclusive collective bargaining agency for a unit consisting of all employees employed in the Employer's present and future grocery stores, including concessions under the direct control of the Employer party to this Agreement, located in Island County, State of Washington, with respect to rates of pay, hours and other conditions of employment except and excluding employees whose work is performed within a meat, culinary, prescription, courtesy clerk or bakery department location of the retail establishment, supervisory employees within the meaning of the Labor Management Relations Act of 1947 as amended. Subject to the preceding exclusions and the terms of Section 15.1 of Article 15, all work of handling and selling of merchandise in such retail stores covered by this Agreement shall be performed only by employees of the Employer within the unit referred to above for which United Food & Commercial Workers Union Local 21 is recognized as the sole collective bargaining agency by the Employer.

**ARTICLE 2 - UNION SECURITY**

2.1 Pursuant to and in conformance with Section 8(a)3 of the Labor Management Relations Act of 1947, as amended, it shall be a condition of employment that all employees 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 thirtieth (30th) day following the effective date of this Agreement, become and remain members in good standing in the Union. The tendering of initiation fees and periodic dues uniformly required as a condition of continued membership, shall constitute good standing in the Union for the purpose of this Article. 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 thirtieth (30th) day following the beginning of such employment, become and

remain members in good standing in the Union. For the purpose of this Article, the execution date of this Agreement shall be considered as its effective date.

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

2.2.1 If a newly hired employee fails to apply for Union membership, or if an employee fails to comply with the requirements of continued membership, as set forth above, the Union will serve a letter upon the Employer requesting that such employee be terminated.

2.2.2 Upon receipt of a letter requesting termination of an employee who has not complied with Article II of the Agreement, the Employer shall (on the same date, if the employee is working on that date) immediately notify such employee that if he has not complied with the Union membership requirement of Article II of the Agreement prior to the end of his next regular shift, his employment shall automatically be terminated.

2.2.3 The Union agrees to withdraw any letter of termination if an employee, in respect to whom such letter has been served, shall complete his membership requirements within the time limit specified in 2.2.1 and 2.2.2.

2.3 The Employer agrees to electronically furnish the Union with a monthly list of employees hired and/or terminated. Such list shall be prepared to show new hires and terminations separately and to designate the employee's last and first name, middle initial, social security number, home address and telephone number (home and or cell), email (if available) and date of employment/reemployment or termination.

Each quarter, the employer shall provide an electronic report of all employees covered under the current bargaining agreement. Such report shall include the employee's 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.

2.4 No employee shall be disciplined or discharged except for just cause; provided, however, that the Employer shall be the judge of the competency and qualifications of his employees and shall make such judgment fairly.

2.5 No employee shall be discharged or discriminated against for any lawful Union activity, including performing service on a Union Committee outside of business hours or for reporting to the Union the violations of any provisions of the Labor Agreement, providing such activities shall not interfere with the normal performance of the employee's work.

2.6 The Employer agrees that it will not require any employee or prospective employee to take a Polygraph (lie detector) test as a condition of employment or continued employment.

### **ARTICLE 3 - SENIORITY AND AVAILABLE HOURS**

#### 3.1 Attainment of Seniority

3.1.1 All employees shall attain seniority after one hundred and twenty (120) calendar days with one (1) Employer.

3.1.2 Upon completion of this period, seniority shall date back to the last date of hire.

#### 3.2 Application of Seniority

3.2.1 Seniority shall be applicable on an individual store basis, except as otherwise provided for under Section 3.2.2, and shall apply to the extent provided for in this Article.

3.2.2 An Employee's seniority shall not be broken in cases where the employee transfers to a different store location covered by this Agreement.

#### 3.3 Layoff

3.3.1 Where, on an individual store basis, there is a reduction of employees performing comparable work and the last employee hired shall be the first employee laid off, provided qualifications and ability are the equal.

#### 3.4 Rehire

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

3.4.2 Employees shall be required to inform the Employer in writing of their current address and phone number, and with the exception of temporary rehires, employees rehired in accordance with 3.4.1 shall be notified in writing to report to work.

#### 3.5 Loss of Seniority

3.5.1 Except as otherwise provided for in Article 4, Leave of Absence, seniority shall be broken and the employee's service shall be terminated for the following reasons:

3.5.2 Voluntary quit;

- 3.5.3 Discharge in accordance with Section 2.4;
- 3.5.4 Absence caused by a layoff in excess of ninety (90) consecutive calendar days;
- 3.5.5 Absence caused by an illness of non-occupational accident of more than ninety consecutive days;
- 3.5.6 Absence caused by an occupational accident of more than twelve (12) consecutive months;
- 3.5.7 Failure to report to work within seventy-two (72) hours following the postmark the written notice referred to in Section 3.4.2 mailed to employee's last known address, and;
- 3.5.8 Failure to report to work immediately following a Leave of Absence as provided for under Article 4.

### 3.6 Reduction of Hours

3.6.1 Regular employees shall not have their hours arbitrarily reduced for the purpose of increasing the working hours of regular part-time employees or assigning such hours to new hires or extra employees.

### 3.7 Available Hours

3.7.1 The Employer may arrange weekly work schedules to accommodate the need of the business, and senior employees shall be offered the most daily and weekly hours up to a maximum of forty (40) hours per week; provided, qualifications are substantially equal, and the senior employee is available to perform the work, and the employee has notified management in writing of his or her desire for additional hours of work. Nothing herein shall be construed as a guarantee of daily or weekly hours of work.

### 3.8 Definitions

3.8.1 "Comparable Work" -It is understood and agreed that the term "comparable work" shall mean the employee primary job assignment, for example, produce department, check stand operation, stock help.

3.8.2 "Primary" -It is understood and agreed that the term "primary shall mean the majority portion of an employee's normal job assignment, for example produce department, check stand operation, stock help.

3.8.3 "Provided Qualifications and Ability Are Equal"-It is understood and agreed that the terms "provided qualifications and ability are equal" shall mean that if two employees have the same qualifications and abilities, the senior employee has priority.

### 3.9 Liability

3.9.1 It is understood and agreed that the employer will not be entitled to request wages under the provisions of this Article except to the extent of time lost commencing with the weekly work schedule next following receipt of the Union's written notifications to the Employer of the claim in accordance with Article 18 provided that if less than three (3) days remain prior to the posting of the weekly schedule in accordance with Section 5.9 when the Employer receives notification, the Employer's liability, if any, for time lost shall commence with the second next work schedule and thereafter until resolved.

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

4.1 Regular employees shall be entitled to a leave of absence without pay for the following bona fide reasons:

4.1.1 Illness or non-occupational injury which required absence from work;

4.1.2 Pregnancy, and;

4.1.3 Serious illness or injury in the employee's immediate family. Length of such leave shall not exceed thirty (30) days.

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

4.3 Any request for a leave of absence under the terms of Sections 4.1.3 and 4.2 shall be in writing and state the following information:

4.3.1. Reason for such request;

4.3.2 Date leave is to begin, and;

4.3.3 Date of return to work.

4.4 Any leave of absence with the exception of Section 4.1.3 and 4.5 may run to a maximum of six (6) months.

4.5 Leaves due to occupational injuries shall be granted for a period up to twelve (12) months.

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

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

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

4.7 Any employee who fails to return to work at the end of a leave of absence shall be terminated as provided for under Section 3.5.7.

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

5.1 Forty (40) hours per week consisting of five (5) days of eight (8) consecutive hours each (exclusive of not more than one hour out for lunch each day) shall constitute the basic straight-time work week.

5.2 Holidays shall not be considered as days worked for the purpose of computing weekly overtime except in the case of employees who normally work six (6) days per week, totaling at least forty-four (44) hours per week.

5.3 All hours worked in excess of eight (8) hours per day and forty (40) hours per week and before 6:00 A.M. or after 9:00 P.M. when the store is open for business shall be paid for at the rate of time and one-half (1-1/2). Where six (6) days, Monday through Saturday are worked in anyone (1) week, time and one-half (1-1/2) shall be paid for work on the day the least number of hours are worked.

5.4 A minimum of eight (8) hours shall be required between shifts. Otherwise, the premium of time and one-half (1-1/2) will be required for any hours that may be worked over eight (8) within a twenty-four (24) hour period.

5.5 Premium Work -Work performed by employees on any of the following days or between the hours specified below shall be considered as premium work and paid for according to the premium rates set forth herein.

5.5.1 Sundays -The straight-time hourly rate plus a \$1.50 per hour premium.

5.5.2 Holidays -The straight-time hourly rate plus a \$1.50 per hour premium.

5.5.3 The employee in charge of the store while the store is open for business during the absence of the manager shall be compensated in the amount of one dollar (\$1.00) per hour additional while in charge, this will be in addition to any compensation including any overtime and/or premium applicable.

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

5.6.1 Employees who work a free standing five-hour shift (with no lunch) shall be entitled to a fifteen (15) minute rest period during the shift.



5.7 Store Meetings -All time spent in store meetings called by the Employer shall be considered as time worked.

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

5.9 Work Schedules -The Employer recognizes the desirability of giving his employees as much notice as possible in the planning of their weekly schedules of work and accordingly agrees to post a work schedule not later than 6:00 P.M. on Thursday preceding the start of the work week. It is understood that the work schedule may not be used to guarantee any specified number of hours of work to any employee and that the schedule may be changed in case of emergency, or by forty-eight (48) hours notice to the employee, or by mutual agreement between the Employer and the employee, provided however, no employee shall be discriminated against for failure to enter such mutual agreement. The schedule shall include the lunch period designated as the lunch period. Work schedules change from current method to a two (2) week schedule to be posted no later than 6:00 PM on Thursday.

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

## **ARTICLE 6 - CLASSIFICATIONS AND MINIMUM RATES OF PAY**

6.1 The classifications and hourly rates of pay shall be set forth in Appendix "A" attached hereto and by this reference made a part hereof.

6.2 For the purpose of computing months of experience and determining length of service wage adjustments under Section 6.1 of this Article 6 - one hundred seventy-three and one-third (173-1/3) hours of employment with the current Employer shall be counted as one (1) month's experience provided, that no employee shall be credited for more than one hundred seventy-three and one-third (173-1/3) hours of experience in anyone (1) calendar month. All wage adjustments required by the application of this Section shall be effective on the closest Sunday.

6.2.1 The apprentice pay bracket formula is based entirely on actual hours of comparable experience in the retail industry, experience which is absolutely essential for proper understanding of the responsibilities and satisfactory performance of the job or position. However, for those apprentices who go into the military service prior to becoming a journeyman, such an employee will be re-employed at the next higher wage rate above his rate at the time of entry into the military service, if the employee applies for re-employment within ninety (90) days following discharge.

6.3 No Journeyman shall be discharged by an Employer for the purpose of replacing a Journeyman with an Apprentice.

6.4 Where an employee is hired where comparable past experience is applicable, all past experience for an apprentice shall apply if the comparable past experience has been within two (2) years previous to employment.

6.4.1 Comparable past experience for employees who were formerly Journeyman shall be applied as follows:

- Those employees who have not worked for the past:
  - o - 2 years shall be considered Journeymen
  - 2 - 4 years shall be considered 9 month Apprentices
  - 4 - 6 years shall be considered 6 month Apprentices
  - 6 or over shall be considered New Employee Apprentices.

6.4.2 This shall not preclude an Employer hiring new employees at a scale in excess of the aforementioned brackets.

6.5 All employees, except those in the classification of Courtesy Clerk and except in cases of emergency beyond the Employer's control or where the employee is unable to work four (4) hours on a particular day, shall receive not less than four (4) continuous hours work or equivalent compensation in anyone (1) day ordered to report for work, compensation to begin at the time of reporting for duty.

6.6 It is expressly understood that employees receiving more than the minimum compensation or enjoying more favorable working conditions than provided for in this Agreement shall not suffer by reason of signing or adoption; provided that the terms and intent of this paragraph shall not apply to the matters of health and welfare, sick leave and pension benefits.

## **ARTICLE 7 - HOLIDAYS**

7.1 The following days shall be considered holidays, (for employees hired on or after June 5, 2011, the initial wait for holiday eligibility shall be six consecutive months):

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

Where the date of any holiday falls on Sunday the Monday following shall be observed.

7.1.1 The holidays set forth in Section 7.1 shall be observed as holidays on the date established for each by Federal legislation.

7.2 Employees with one (1) year of continuous service with the Employer shall receive their birthday as a paid holiday. By mutual agreement between the Employer and employee, the employee may receive payment in lieu of such holiday in accordance with Section 7.3. Employees shall give the Employer a thirty

(30) day notice prior to their birthday. The birthday shall be observed within (30) days of the employee's birthday on a mutually agreeable day. In the event the employee's birthday falls on the same day as any of the holidays specified in Section 7.1 of this Article, the employee's birthday will be celebrated on another day in accordance with the procedure set forth in the previous sentence. Effective 1/1/09, convert birthday holiday to a personal day. The personal holiday shall not be carried over into the next year. Employees are required to give notice to the employer as outlined in 7.2.

7.2.1 Employees with one (1) year of continuous service with the Employer shall receive a personal day as a paid holiday. By mutual agreement between the Employer and employee, the employee may receive payment in lieu of such personal holiday in accordance with Section 7.3. Employees shall give the Employer a thirty (30) day notice prior to their holiday. The personal holiday shall be observed on a mutually agreeable day.

7.3 Employees, provided they normally work the hours as specified below, who work during the week in which the holiday occurs, and report for work their last scheduled working day preceding and their next scheduled working day immediately following the holiday, shall be paid for holidays, specified in Sections 7.1 and 7.2 of the Article, not worked on the following basis, provided that in any event if the preceding qualifications for holiday pay are met by the employee and he works thirty-two (32) or more hours in the holiday week he shall receive eight (8) hours of holiday pay.

<u>Hours Normally Worked Per Week</u>	<u>Hours of Holiday Pay</u>
16 -24	4
24 -32	6
32 or more	8

7.4 Employees who qualify for holiday pay as specified in Section 7.3 of this Article shall be paid \$1.50 per hour premium pay in addition to such holiday pay for work performed on holidays named in Section 7.1 of this Article. employees who do not qualify for holiday days pursuant to Section 7.3 of this Article shall receive \$1.00 per hour premium pay for work performed on such holidays; provided this shall not apply to the employee's birthday.

7.5 Holidays, either worked or not worked, shall not be considered as days worked for the purpose of computing weekly overtime except in the case of employees who normally work six (6) days per week, totaling at least forty-four (44) hours per week. In the case of the employee's birthday, the week in which the birthday is observed shall be considered as the holiday week.

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

## **ARTICLE 8 - VACATION**

8.1 Employees vacation hours pay for a "week" of vacation shall be calculated by taking the average weekly hours worked over the prior 12 months (up to a maximum of 40 hours per week). Vacation hours shall be paid at employee's regular straight time at the time the vacation hours are paid.

Vacation earned:

First (1<sup>st</sup>) anniversary date:

1 week

Second (2<sup>nd</sup>) anniversary and each subsequent anniversary to the sixth (6<sup>th</sup>) anniversary:

2 weeks

Sixth (6<sup>th</sup>) anniversary and each subsequent anniversary to the fifteenth (15<sup>th</sup>) anniversary:

3 weeks

Fifteenth (15<sup>th</sup>) anniversary and each subsequent anniversary:

4 weeks

Any employee who works 2496 or more hours shall receive an additional 2 days of vacation the following year.

8.5 It is hereby understood and agreed that in computing "hours of paid vacation" for employees who regularly appear on the payroll for thirty-two (32) or more hours per week the terms of Section 8.1, 8.2, 8.3, and 8.4 of this Article shall be applied so the working time lost up to a maximum of one hundred and twenty (120) hours due to temporary layoff, verified cases of sickness or accident, or other absence from work approved by the Employer (in addition to vacation and holiday time-off earned and taken by the employee shall be counted as time worked.

8.6 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 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 sixth (6th) anniversary date, four (4) hours' vacation pay; after the sixth (6th) to the fifteenth (15th) anniversary date, six, (6) hours' vacation pay; and, after the fifteenth (15th) anniversary date, eight (8) hours' vacation pay.

8.7 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 Union this provision may be waived.

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

## **ARTICLE 9 - SICK LEAVE**

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

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

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

9.3 Sick leave pay, to the extent it has been earned, shall begin on the third (3rd) normally scheduled working day of illness or injury-off-the-job or the first (1st) normally scheduled working day, if the employee is hospitalized on such first (1st) normally scheduled working day, shall continue for each normally scheduled working day of illness 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 Article and disability payments provided by the Health and Welfare Plan or State Industrial Insurance shall not exceed the current regular straight-time rate for the employees' average hours up to eight (8) hours per day, and, 2) not more than five (5) days sick leave pay shall be required in anyone (1) work week. For purposes of this Article, disabling outpatient surgery will be treated as hospitalization.

9.4 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.

9.4.1 Effective January 1, 2003, the maximum sick leave bank shall be increased to one hundred and sixty (160) hours. Employee shall receive sick pay on the first day of illness for an employee who has a full sick leave bank of 160 hours.

9.5 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. The Employer agrees he will not automatically require a doctor's note when employees call in sick.

9.6 Any employee found to have abused sick leave benefits by falsification 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.

9.7 Sick leave may be used to supplement Worker's Compensation to the extent it has been accumulated; however, the total of sick leave pay, disability payment under any insurance plan, and Worker's Compensation benefits paid to an employee in any calendar week shall not exceed the average earnings of the employee for the six (6) work weeks prior to his/her absence.

9.8 Family Leave -Employees shall be permitted family leave in accordance with RCW 49.12 on the same terms and conditions (including eligibility requirements) as provided in Sections 9.1 through 9.7.

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

10.1 After their first year of employment, employees who are regularly employed twenty (20) hours or more per week, shall be allowed up to three (3) days off with pay for loss of their normal scheduled hours of work during the three (3) calendar days commencing with or immediately following the date of death of a member of their immediate family as defined below. Bereavement Leave will be paid only with respect to a work day on which the employee would otherwise have worked and shall not apply to an employee's scheduled days off, holidays, vacation, or any other day in which the employee would not, in any event, have worked. Scheduled days off will not be changed to avoid payment of bereavement leave. Bereavement Leave shall be paid for at the employee's regular straight-time hourly rate. Immediate family shall be defined as spouse, son, daughter, stepchildren, residing therein, mother, father, brother, sister, mother and father in-law, grandparents, current stepmother and stepfather, and domestic partner.

#### **ARTICLE 11 - JURY DUTY AND WITNESS DUTY**

11.1 After their first year of employment, employees who are regularly employed twenty (20) 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 and one hundred and twenty (120) hours within any calendar year; provided, however, 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 work 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. 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 work that day.

11.2 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. In this event, these hours will be considered compensable hours under the terms of this agreement.

## **ARTICLE 12 - HEALTH & WELFARE**

12.1 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 and by all policies and other conditions of participation and eligibility, which may be established from time to time by the Plan Document, the Trusts' Rules and Regulations, the Summary Plan Description, and other pertinent procedures, practices, and Trustee actions. 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. Each Employer and the Union also agree to be bound by the terms of the parties' Health & Welfare Agreement and by all subsequent revisions or amendments thereto.

12.2 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.

12.3 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.

12.4 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.

12.4.1 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.

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

12.6

Effective with April 1, 2022, the Employer's contribution rate(s) shall be \$4.86 per hour.

Starting March 1, 2023, every six months through March 2025, the consultants will project Plan expenses and income and report these amounts to the Trustees. Based on those projections, the Trustees will set the contribution rate (with a minimum rate of \$4.86 and up to a maximum rate of \$5.25) that is anticipated to result in an excess reserve of \$52 million by April 30, 2025. Adjustments will only be made in the employer contribution rate if the consultants determine \$0.05/hour or more is needed to hit the target reserve.

In March 2025, the consultants will determine the actual current hourly cost of the plan based on (1) the most recent 12 months of incurred plan expenses adjusted to reflect trend to the 12-month period ending April 30, 2025, (2) the most recent 12 months of employee contributions, (3) the most recent 12 months of hours, and (4) expected investment income. The contribution rate will be set based on this hourly cost analysis and shall become effective with April 2025 hours, provided that the hourly rate shall not exceed \$5.25 and not be less than \$4.86. The \$0.05 per hour threshold in the previous paragraph does not apply to this rate setting.

12.6.1 Additionally, beginning with the month following notice from the Trustees of the Health and Wellness Trust that a temporary reduction in the Employer's contribution rate is authorized, the amount of such reduction shall be added as a monthly employer contribution to the Employer 401(k) Plan under Section 15.1 on behalf of all eligible employees as described in this Section. The payment of such reduced contributions shall continue until the earlier of the thirteenth month following the effective date of the reduction or when the Trustees determine, in their sole discretion, that the amount of surplus assets in the Health and Wellness is reduced to, or anticipated to be reduced to zero. The Health and Wellness Trust shall provide notice of such determination. However, in no event shall the Employer's



contribution rate to the Health Trust be reduced below \$4.65 per hour if the Trust excess assets (above the required reserves) are anticipated to fall below 2 ½ months of excess reserves before such date.

Such reduction under Section 12.6.1-will be used to increase Employer's contribution rate to the Prairie Center safe harbor employer retirement contributions in the Employer's 401(k) Plan established for each Employee under this Agreement.

#### **ARTICLE 13 - DENTAL CARE PLAN**

13.1 The Dental Care Plan heretofore established by the parties through Sound Health and Wellness Trust shall be considered part of this Agreement. All the other provisions of Sections 12.1, 12.2, 12.3 and 12.4 of Article 12 shall have the same force and effect as though restated herein with the exception that 1) Employer contributions are not payable on the "Helper Clerks" who are not covered for benefits under the Dental Care Plan; and 2) no payroll deductions supplementing the Employer payment is contemplated for Dental care.

13.2 The contribution rates shall be the same as those established between Allied Employers, Inc. and United Food & Commercial Workers Local 21.

#### **ARTICLE 14 - STATE INDUSTRIAL INSURANCE**

14.1 All employees shall be covered under Washington State Workman's Industrial Accident Compensation or guaranteed equal coverage.

#### **ARTICLE 15 - RETIREMENT**

15.1 The Employer agrees to participate in the Employer 401(k) Plan per the terms and conditions of that Plan for each Employee under this Agreement.

15.1.1 Employee may contribute pre-tax money up to a total of 15% of their gross earnings including the employer matching funds. Employer contribution shall be 3.3%.

15.1.2 In addition to the employer contribution under 15.1.1, the Employer shall contribute to the Employer 401(k) Plan in accordance with Section 12.6.1 and 12.6.3. Such employer contribution shall be treated as safe harbor employer contributions for the purposes of the eligibility, vesting and distribution rules under the Employer 401(k) Plan. In the event that an employee does not meet the minimum age and minimum service requirements under the Employer 401(k) Plan, the employer contribution required to this Plan under Section 12.6 for such month shall be allocated equally to those employees that meet such age and service requirements. For the avoidance of doubt, the requirement for the employee to be employed on the last day of the Plan Year to receive an employer contribution shall not apply to the employer contribution required to this Plan under Section 12.6.

#### **ARTICLE 16 - GENERAL CONDITIONS**

16.1 The Employer shall not permit demonstrators, salesmen or other employees of a supplier to perform work of store clerks. Demonstrators assigned to a store by a supplier shall confine themselves to the particular items being demonstrated and wear clothing or carry some badge identifying them with the product or firm for which the demonstration is made.

16.2 All gowns, aprons and uniforms required by the Employer shall be furnished and kept in repair by the Employer and, except where the garment is of drip-dry material, the Employer shall pay for the laundering of same.

16.3 In the event any employee covered by this Agreement shall be called or conscripted for the Army, Navy, Marine corps, or other branch of the United States Military Service, he shall retain, consistent with his physical and mental abilities, all seniority rights hereunder for the period of this Agreement or any renewal or extension thereof, provided, application for reemployment is made within ninety days after being honorably discharged from such military service, current law to govern at time of application.

16.4 It is the desire of both the Employer and the Union to avoid wherever possible the loss of working time by employees covered by this Agreement. Therefore, representatives of the Union, before contacting an employee during his working hours shall first contact the store manager or person in charge. All contacts will be handled so as to not interfere with the employee's duties or with service to the customers.

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

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

16.6 The employer shall furnish to the Union on written request a copy of the payroll records of all bargaining unit employees, but not more than one (1) payroll record need be furnished during a twelve (12) month period.

16.7 If the addition of a second U-Scan unit in any store has a material impact on any of the bargaining unit employees, the parties will agree to bargain over the effects of the installation of the second U-Scan unit in that store. A "unit" is defined as a bank with one to four self-scanners.

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

17.1 The parties to this Agreement acknowledge their responsibilities under Title VII of the Civil Rights Act of 1964 and the Age Discrimination in Employment Act of 1967, and do hereby agree not to discriminate on the basis of race, color, religion, sex, national origin or age.

## **ARTICLE 18 - GRIEVANCES**

18.1 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 seven (7) days from the date a grievance is filed in writing by either party upon the other, the matter shall be referred for final adjustment to a labor relations committee selected as follows: Two (2) members from the Employers and two (2) members from the Union. In the event the labor relations committee fails to reach an agreement within twenty-one (21) days from the date a grievance is filed in writing by either party upon the other, the four (4) shall select a fifth member or they shall request the Federal Mediation and Conciliation Service to submit a list of eleven (11) names of qualified arbitrators, from which the labor relations committee shall select a fifth member, who shall be chairman, and the decisions of this committee shall be binding on both parties. 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.

18.2 During the process of making adjustments under the rules and procedures set forth in Section 18.1 above, no strike or lockout shall occur.

18.3 Except as otherwise provided for in Sections 18.3.2 and 18.3.3, no grievance or claim of violation of this Agreement shall be recognized unless presented in writing within ninety (90) days from the date of the occurrence causing the complaint or grievance except in cases where report of a grievance has been suppressed through coercion by the Employer.

18.3.1 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.

18.3.2 Where there is an automatic wage bracket adjustment due under the terms of Appendix "A", the period of adjustment shall be one (1) year from date of filing of grievance.

18.3.3 In cases involving discharge, the grievance must be filed within thirty (30) days from date of discharge.

## **ARTICLE 19 - NO STRIKE OR LOCKOUTS**

19.1 During the life of this Agreement the Union agrees not to engage in any strike or stoppage of work and the Employer agrees not to engage in any lockout. It shall not be a cause for discharge or discipline and it shall not be a violation of this Agreement for an employee to refuse to cross a primary labor union picket line at the Employer's premises that has been established to support a legal strike provided the picket line is approved by Local 21.

## **ARTICLE 20 - SEPARABILITY**

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

20.2 The parties hereto agree that substitute provisions conforming to such judgment and decree shall be incorporated into this Agreement within thirty (30) days thereafter.

**ARTICLE 21 - DURATION OF AGREEMENT**

21.1 This Agreement shall be in full force and effect from and including January 1, 2023, until and including December 31, 2026, at which time it shall be automatically renewed for, a period of one (1) year from said date, and thereafter for each year upon anniversary of said date without further notice; provided, however, that either party may open this Agreement for the purpose of discussing a revision within Sixty (60) days prior to said expiration date of each anniversary thereof upon written notice being served upon either party by the other.

21.2 If during the second year of this Agreement, the United States becomes engaged in a nationally recognized wartime emergency, the parties hereto agree that upon sixty (60) days notice in writing, either party may reopen the Agreement.

IN WITNESS WHEREOF, we attach our signatures this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

PRAIRIE CENTER APPLE MARKET

Michael Pearson 7/6/23  
 Michael Pearson, Owner Date

UFCW LOCAL 21

Faye Guenther 12-20-23  
 Faye Guenther, President Date

Andy Heyman 12-20-2023  
 Andy Heyman, Negotiator Date

**APPENDIX "A"**

**Classifications and Minimum Rates of Pay**

	1-1-2023	1-1-2024	1-1-2025
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Beginner Clerk (0-520 hours)	\$16.01	\$*	*
Apprentice Clerk (521-1040 hours)	\$16.26	*	*
Junior Clerk (1041-2080 hours)	\$16.51	*	*
Senior Clerk (2081-2800 hours)	\$16.76	\$*	*
Journey Clerk	\$21.55	\$22.55	\$23.55

All employees paid over scale shall receive contractual increases (across the board).

In no event shall any wage classification be less than twenty-five cents (25¢) per hour above the then current Washington State minimum wage. Each rate will be at least \$0.25 per hour higher than the previous rate in the progression schedule, not to exceed the journey person rate.

**LETTER OF UNDERSTANDING #1  
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 302(c) of the Labor Management Relations Act of 1947.

b. Authorized initiation fees will be deducted in two (2) equal installments and remitted to the Local Union monthly.

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

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

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

3. Active Ballot Club: For employees who voluntarily authorize a contribution to the UFCW Active Ballot Club political action committee, the Employer agrees to deduct the authorized amount each payroll period on a payroll deduction basis and forward same to the union monthly.

a. The parties recognize that the Union is obligated under the Federal Election Campaign Act (FECA) to reimburse the Employer for its reasonable cost of administering the political action fund deduction provided for in this Agreement. The Employer and Union agree that one-quarter percent (.25%) of all amounts collected for this fund is a reasonable amount to cover Employer costs of administering this deduction. Accordingly, the parties agree that the Employer will retain one-quarter percent (.25%) of all amounts deducted for the voluntary political action fund to reimburse the employer for its reasonable costs of administering the deductions.

**Memorandum of Understanding  
Between  
Prairie Center Red Apple  
And  
UFCW Local 3000**

This MOU is entered into by and between the parties for the purpose confirming the parties understanding concerning the execution of the language in sections 12.6 and 12.6.1 that was originally bargained in the 2020-2023 agreement. It is specifically agreed to that upon notice from Trustees the Sound Health & Wellness Trust of a temporary rate reduction the Employer will fulfill its obligations under sections 12.6 and 12.6.1 until receiving further notice from Trustees of the Sound Health & Wellness Trust that the rate reduction has ended.

Signature: Michael Pearson

Print: Michael Pearson

Date: 7/6/23

For Prairie Center Red Apple

Signature: Andrew Heyman

Print: Andrew Heyman

Date: 7-6-2023

For UFCW 3000

# THE UNION DIFFERENCE

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

## A Voice at Work

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

## Right to Union Representation

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

## Just Cause for Discipline

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

## The Security of a Union Contract

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

## Union Leadership

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



# My Shop Steward is:

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# My Union Rep is:

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

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

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

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

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

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

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

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

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

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

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

UFCW3000



**UFCW3000**

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

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