

Agreement by and between

# **UFCW 21 and QFC, Inc.**



## **General Merchandise**

**Effective 8-4-2019 – 8-6-2022**



# YOUR VOICE, YOUR UNION, YOUR CONTRACT

## About UFCW 21

UFCW 21 is a large, strong, progressive, and diverse union, representing more grocery workers, retail workers, and professional and technical health care workers than any other union in the state.

With over 46,000 members united, we have the power and resources to take on tough employers, represent members on the job, raise standards in our industries, and support laws that make a difference for working families.

My Union Representative:

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My Union Steward:

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**With a union you and your co-workers have a voice in decisions about your work life—**wages, benefits, holidays and vacations, scheduling, seniority rights, job security, and much more. Union negotiations put us across the bargaining table from management—as equals.

A negotiating committee of your co-workers and union staff negotiated this contract. How does the negotiating committee know what issues are important? Union members tell us. The issues raised in contract surveys and proposal meetings help us decide what to propose in contract negotiations. Stewards and union representatives report on issues that arise on the job, talking with members about grievances, problems, and needs. They have a hands-on sense of what the issues are.

The more that union members stand together and speak out with one voice, the stronger the contract we can win. A contract can only take effect after union members have a chance to review the offer and vote on it.

**A union is as strong as its members. It's no secret—an active and united membership means a stronger union—which means a better contract.**

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**A G R E E M E N T**

**By and Between  
ALLIED EMPLOYERS, INC.**

**For and on Behalf of  
QFC, INC.**

**And**

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

**Chartered By  
UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION, AFL-CIO**

**GENERAL MERCHANDISE**

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THIS AGREEMENT is mutually entered into by and between UFCW Local 21, of Seattle and vicinity, chartered by the United Food and Commercial Workers International Union, hereinafter referred to as the "Union" and Allied Employers, Inc., on behalf of QFC, Inc., hereinafter referred to as the "Employer".

**ARTICLE 1 - RECOGNITION AND BARGAINING UNIT**

**1.01** The Employer recognizes the Union as the sole and exclusive bargaining representative with respect to wages, hours, and other terms and conditions of employment for, and this Agreement shall apply to, all employees of the Employer employed in the classification related thereto, in the Employer's present and future retail stores in King and Snohomish counties which handle drugs, drug sundries, and other merchandise presently handled by the Employer under this Agreement.

**1.02** All concessions and lessees under the direct control of the Employer shall be covered by this Agreement unless the concession and/or lessee premises are physically separated and/or have a separate entrance from outside and/or from an enclosed mall.

**1.03** The Union recognizes Allied Employers, Inc. as the sole and exclusive bargaining agent for and on behalf of its individual Employer members.

**1.04** All work and services pertaining to the classifications contained herein, shall be performed only by employees covered by this Agreement.

**ARTICLE 2 - UNION SECURITY**

**2.01** It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of

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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. 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 Section, the execution date of this Agreement shall be considered as its effective date.

**2.02** The Employer agrees not to keep in his employ, in the classifications listed herein, anyone whose membership in the Union has terminated because of the failure to tender periodic dues or initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

**2.02.1** Whenever the Union shall require the discharge of any employee in connection with the union security clause of this Agreement, the Union shall hold the Employer harmless and shall indemnify the Employer against loss, as a result of relying upon the direction of the Union in terminating any employee. The Employer agrees that when the Union notifies the Employer, in writing, that the reason for the termination was a bona fide clerical error, the Employer will offer to reinstate the employee within a reasonable time, not later than the beginning of the next scheduled workweek after receipt of such written notice.

**2.02.2 Dues Check-Off:**

- 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. 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.
- c. 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.

**2.03** Any new employee failing or refusing to secure membership in the Union as provided above shall, upon demand of the Union, be released from the employ of the Employer.

**2.04** The Employer agrees that upon hiring or re-hiring any employee coming within the classifications herein set forth, it shall require each applicant employed hereunder to sign a Union supplied form outlining the requirements of 2.01. One (1) signed copy shall be given to the employee at the time of signing and the other copy shall be forwarded to the Union office in a self-addressed, postage-paid envelope supplied by the Union.

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Each month, the Employer shall provide an electronic report of all new hires and terminations. Such report shall include the employees' first name, middle initial and last name, social security number, phone number (home and/or cell), email (if available), store #/work location, department, job classification, wage rate, date of hire/rehire and/or date of termination.

Each quarter, the Employer shall provide an electronic report of all employees covered under the current bargaining agreement. Such report shall include the employees' first name, middle initial and last name, social security number, address, phone number (home and/or cell), email (if available), store #/work location, department, job classification, wage rate, and date of hire/rehire.

**2.05** Representatives of the Union shall be permitted to contact the employees covered by this Labor Agreement to make proper investigation for the purpose of determining that this Agreement is being complied with by the Employer and for the presentation and handling of grievances, provided the Union shall not interfere with the conduct of business; provided, however, representatives of the Union shall not go into an area of the store not open to the general public without first notifying the Store Manager or Person-In Charge. Union representatives shall not go behind the pharmacy counter.

**2.06** The Employer will provide bulletin board space for the posting of Union notices.

**2.07** The Union agrees, in consideration of the signing of this Agreement by the Employer and for the period of the good and faithful performance of its provisions and covenants by the Employer, to lease to each store represented by the Employer, a Union Store Card, the property of and issued by the United Food and Commercial Workers International Union.

**2.08 Voluntary Political Action Fund Deduction.** The Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution authorization form. The amount deducted and a roster of employees using this voluntary deduction will be transmitted to the Union. The Union and each employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits and other 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 Senior Clerk.** A clerk that may work in any or all departments of the store and designated by management as being in training for a more responsible position.

**3.02 General Clerk.** Main duties consist of general clerking such as operating the checkstand, selling, housekeeping, ordering, stocking, etc.

**3.03 Store Helper.** Each store shall be allowed at least one (1) Store Helper. The total hours worked by the Store Helper classification of employment shall not exceed eight percent (8%) of

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the total hours worked in the stores covered by this Agreement, excluding pharmacy hours. Retail stores with 100,000 square feet or more store area shall be entitled to up to twelve percent (12%). In no event shall there be more than five (5) Store Helpers on the payroll per store at any given time if they perform the primary functions of the General Clerk classification.

**3.04 Christmas Extras.** Christmas extras shall not be subject to the following provisions of this Agreement:

Section 4.04.1 and 4.04.3;  
Article 7 - Holidays;  
Article 8 - Vacation;  
Article 11 - Health and Welfare & Dental;  
Article 12 - Retirement.

Any Christmas extra, hired October 1st or later, who remains on the payroll on or after the second Sunday in January shall be covered by all the provisions of this Agreement, prospectively.

**3.05 Regular Rate of Pay.** Regular rate of pay shall normally be the rates stated in this Agreement; provided, however, for any employees receiving in excess of the minimum herein provided, the regular rate of pay shall be the actual hourly rate of pay excluding bonuses and commissions.

## **ARTICLE 4 - WORKING HOURS**

**4.01 Basic Straight-time Workweek.** The basic straight-time workweek shall consist of forty (40) hours, five (5) eight (8) hour days within the calendar week. Work schedules shall be arranged so that employees will not be required to work more than six (6) consecutive days without a day off except in case of unexpected emergency beyond the control of the Employer, or except as provided in paragraph 4.04.2 of this Section. It is the purpose of this Agreement to establish a five (5) day, forty (40) hour work period in the calendar week.

**4.02 Basic Straight-time Workday.** The basic straight-time workday shall consist of eight (8) hours, to be worked within nine (9) consecutive hours, with a scheduled uninterrupted meal period not less than one-half (1/2) nor more than one (1) hour at approximately the middle of the workday.

**4.02.1** Employees shall be allowed a rest period of not less than ten minutes, on the Employer's time, for each four (4) 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 (3) hours without a rest period. In freestanding five-hour shifts, employees shall receive one (1) 15-minute rest period.

**4.03** Employees shall be compensated at the rate of one and one-half (1-1/2) times the regular straight-time rate of pay for all work performed over eight (8) hours in any one (1) day, forty (40) hours in any one (1) calendar week, and when six (6) days are worked on a mandatory basis. On Monday through Saturday, time and one-half (1-1/2) shall be paid for work on the day (other than Sunday) the least number of hours are worked. A Store Helper may work the sixth (6th) day at



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straight-time on a voluntary basis, except when the 6th day results in the employee working in excess of forty (40) hours in a week.

**4.03.1** Overtime shall be figured on the closest one-tenth (1/10th) of an hour. Any employee whose hourly shift has been completed before the closing time of the store shall discontinue doing any further work at the completion of the employee's hourly shift unless the Manager or Employer requests further service of said employee, in which case the employee shall be paid.

**4.03.2 Non-Pyramiding.** There shall be no pyramiding or combination of one premium pay with another, or of premium pay with overtime pay, but only the highest applicable rate shall be paid.

**4.03.3** No employee shall be required or expected to take time off in lieu of overtime pay.

#### **4.04 Premium Hours**

**4.04.1** All work performed before 4:00 a.m. or after 11:00 p.m. shall be premium time and shall be paid for at the employee's regular straight-time rate plus a thirty cent (30¢) per hour premium. For those stores closing to the public at 11:00 p.m., to facilitate closing the store, schedules may be set for those employees designated, to complete their shift at fifteen (15) minutes after 11:00 p.m. without applying premium night scales.

**4.04.2** All work performed on an employee's ninth (9th) consecutive workday and any consecutive day thereafter, shall be premium time and shall be paid for at the rate of time and one-half (1-1/2). This may be waived by mutual agreement between Employer, employee, and the Union; provided, however, the employee will not be discriminated against for reasonable refusal. It is the intent of this provision that back to back scheduling shall only be done where necessary when making shift changes or acceptable in the best interests of both the employee and Employer. In no instance shall this be used to defeat the intent of Article 4, Section 4.01.

**4.04.3 Sundays.** All work performed on Sunday will be compensated for at an employee's regular straight-time rate of pay, plus a one dollar and sixty-seven and one-half cents (\$1.675) per hour premium (see Appendix "B"). Employees hired after February 14, 1989, will be compensated for at the employee's regular straight-time rate of pay, plus one dollar (\$1.00) per hour for all work performed on Sunday.

**4.05 No Free Time.** The Employer shall be responsible for payment for all hours worked, and an employee shall only work those hours specifically authorized by the Employer. Accordingly, it is intended that there shall be no "free or time-off-the-clock" work practices under this Agreement. Any employee found by the Employer or the Union to be engaging in such practice shall be subject to discipline, which may include termination.

**4.06 Work Schedule.** It is agreed that the Employer will make work schedules available to the employees in accordance with Letter of Understanding #2. The work schedule will designate the employee's day off. All employees shall be guaranteed work as scheduled or pay at applicable rates, in lieu thereof, on each day that they report to and remain available for work as scheduled

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by the Employer, provided the schedule may be changed as required by unexpected emergencies, mutual agreement between the Employer and the employee, or by forty-eight (48) hour notice.

**4.07** There shall be no split shifts by any employee, except as provided below:

The Union will not unreasonably withhold permission for an exception to this policy upon the request of any employee who cannot work a continuous guaranteed shift. Said employee shall be allowed to work a split shift provided such work is on a voluntary basis.

**4.08** Except in cases of emergency beyond the Employer's control, no employee, except Store Helpers, shall be scheduled less than four (4) continuous hours' employment or equivalent compensation in any day ordered to report for work, compensation to begin at the time of reporting for duty. Store Helpers shall be guaranteed not less than three (3) hours' compensation in any day ordered to report for work.

**4.09 Rotation of Work.** The Employer may rotate five (5) day salespersons on night and Sunday work, except where such rotation adversely affects the Employer's operation.

**4.10** Schedules shall be so arranged that any day in excess of five (5) hours must have a scheduled meal period preferably in the middle of the shift.

**4.11** In formulating the work schedule of any employee, a minimum of ten (10) hours shall be scheduled between two (2) consecutive straight-time work shifts. Work performed prior to the ten (10) hours between the two (2) straight-time work shifts, when so scheduled by the Employer, shall be paid at the rate of time and one-half (1-1/2) the employee's regular rate of pay. This provision shall not apply to the Christmas season defined in 3.04.

## **ARTICLE 5 - SENIORITY, LAYOFFS & REHIRE, RESTRICTION AGAINST REDUCTION OF HOURS, AVAILABLE HOURS**

### **5.01 Attainment of Seniority**

**5.01.1** Regular part-time and regular full-time employees shall attain seniority after six (6) months of continuous employment with one (1) Employer.

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

### **5.02 Application of Seniority**

**5.02.1** Seniority shall be applicable on an individual store basis, except as otherwise provided under Sections 5.02.2, 5.02.3, 5.02.4, and shall apply only to the extent provided in this Article.

**5.02.1 (a)** Where an employee is assigned hours of work in more than one store, the employee's seniority rights shall apply to the store where the employee works the most average weekly hours in the three month previous period.

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**5.02.2** An employee's seniority shall not be broken if the Employer mandatorily transfers an employee to a different store of the same Employer covered by this Agreement, or agrees to an employee's request for transfer to a different store of the same Employer covered by this Agreement.

**5.02.3** In the event an Employer terminates the operation of any of its stores in the bargaining unit, the Employer may transfer affected employees in accordance with the terms of Section 5.02.2. Any employee not transferred to another store prior to the actual closure shall have preferential recall rights to fill available openings at any two (2) other locations of the Employer as designated by the employee, subject to both 5.02.2 and 5.05/d.

**5.03 Layoff.** Where there is a reduction of the number of employees performing comparable work, the last employee hired shall be the first employee laid off, provided qualifications and ability are equal, except as otherwise provided in the Agreement.

**5.04 Rehire.** 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, except as otherwise provided in this Agreement.

**5.05 Loss of Seniority.** Except as otherwise provided in Article 9 - Leaves, seniority shall be broken and employee's service shall be terminated for the following reasons:

- a. Mandatory retirement;
- b. Voluntary quit;
- c. Discharge in accordance with Section 14.01 (Discipline & Discharge);
- d. If on layoff three (3) months or more.

**5.06 Prohibition Against Reduction of Hours.** Regular employees shall not have their hours arbitrarily and capriciously reduced for the purpose of forcing the employee to quit.

**5.07 Available Hours.** The parties recognize that it is necessary to utilize both full-time and part-time employees in the Employer's business. Nevertheless, it is the policy of the Employer to utilize as many full-time employees (up to 40 straight-time hours per week) as is practical, taking into consideration the needs of the Employer's business. The Employer retains the sole and exclusive right to determine the needs of business and to establish weekly work schedules in accordance with said needs, and nothing in this Agreement shall restrict these rights. An employee with seniority, as provided in Section 5.01.1, performing a comparable work assignment within the same job classification as a junior employee who has been assigned a longer weekly work schedule, shall be entitled, upon request, to said junior employee's work schedule up to a maximum of forty (40) straight-time hours per week, provided that the senior employee's qualifications and ability are equal, that said employee is available to perform the longer weekly work schedule, and that said employee has previously notified the Employer, in writing, of the employee's desire to work additional hours. The senior employee's request for said longer weekly work schedule shall

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be made in writing to the employee's immediate department or section supervisor within twenty-four (24) hours of the publication of the weekly work schedule in question. Nothing herein shall be construed as a guarantee of daily or weekly hours of work. It shall be the obligation of the Employer to promptly investigate alleged abuses upon presentation, and to rectify such abuses when justified within the meaning of this section.

**5.08** Nothing set forth in this Article 5 shall be interpreted or applied to require any compensation for time not worked.

## **ARTICLE 6 - WAGES AND CLASSIFICATIONS**

**6.01 Rates and Classifications.** Refer to Appendix "A".

**6.02 Employees' Work Record.** The Employer shall be responsible for payment for all hours worked and an employee shall only work those hours authorized by the Employer. It is agreed that an accurate method shall be used for the recording of time of all employees by which the actual hours worked will be recorded.

**6.03** The Employer agrees to furnish each employee with a wage statement each pay period showing period covered, name of employee, hours worked, overtime (if any), total amount of wages paid, and to list deductions made.

**6.04** Progression increases provided for in Apprentice Clerk brackets as listed under Appendix "A", shall be placed in effect on the beginning of the Employer's nearest or actual pay period following the employee's completion of the required number of hours to advance the employee to the next wage bracket.

**6.04.1** 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 individuals who go into the military service prior to becoming a Journeyperson, such an employee will be re-employed at the next higher wage rate above the employee's rate at the time of entry into the military service, if the employee applies for re-employment within ninety (90) days following discharge.

**6.05 Prior Experience.** Where an employee is hired in a department where comparable past experience is applicable, all past experience for an Apprentice shall apply if the Apprentice has worked within the two (2) years prior to employment. The Employer shall be the sole judge of the comparability of prior experience and such judgment shall not be arbitrary or capricious. Past experience for employees who were formerly a Journeyperson shall be applied as follows:

- a. Comparable experience means having performed similar kinds of work and handling similar general kinds of merchandise at a QFC store.
- b. Apprentices - If less than two (2) years have elapsed since last employed in comparable experience, full credit is given; if more than two (2) years, no credit shall be given.

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- c. **Journey person** - If less than two (2) years have elapsed, an employee shall be considered a Journey person. If two (2) to three (3) years have elapsed, an employee shall be considered a Step 4 Apprentice; if three (3) to four (4) years have elapsed, an employee shall be considered a Step 3 Apprentice. If more than four (4) years have elapsed, no credit shall be given.

**6.05.1** Prior hours of experience must be claimed on the employment application. The burden of providing proof of previous comparable experience rests solely with the employee. Should the employee and/or the Union fail to provide, within thirty (30) days from date of application with the Union, acceptable proof of actual hours of previous experience, the Employer is under no obligation to make any adjustments whatsoever.

**6.06 Bonus Payments.** All bonuses, discounts, and commissions paid or given to the employee shall not be considered as wages, but are to be considered for the purpose of this Agreement as extra compensation over and above the minimum wage provided for in this Agreement. All bonuses, discounts, and commissions are at the option of the Employer and may be changed or discontinued at any time without notice. Bonuses, discounts, and commissions shall not be used to defeat the wage provision of this Agreement.

**6.07 Contract Minimums.** Except as provided in this Agreement, the terms herein are intended to cover only minimums in wages, hours, and working conditions, and the Employer may place superior wages, hours, and other terms and conditions of employment in effect and may reduce the same to the minimums herein prescribed without the consent of the Union.

**6.08 New Classifications.** Should the Employer introduce a new classification of work it shall assign a rate to such work classification. The Union shall have the right to question the reasonableness of such new rate and the Employer agrees to meet with the Union for this purpose. If agreement is not reached within ten (10) days thereafter, either side may request that it be settled by arbitration as provided for in this Agreement.

## **ARTICLE 7 - HOLIDAYS**

**7.01** The following days shall be observed as holidays on the date established for each:

New Year's Day  
 Memorial Day (last Monday in May)  
 Independence Day  
 Labor Day (1st Monday in September)  
 Thanksgiving Day  
 Christmas Day  
 Two (2) Personal Holidays (after 1 year of employment)

Personal Holidays shall be scheduled by mutual agreement between the Employer and the employee, provided the employee shall give the Employer fourteen (14) days' advance notice of the days they desire as their personal day. After the first year of employment, such Personal Holidays must be taken each year before the employee's anniversary date. Personal Holidays may

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not be accumulated or carried over from one year to the next. By mutual agreement, the employee may receive pay in lieu of a day off for their Personal Holiday.

**7.02** After six (6) months' employment, employees, provided they normally work the hours as specified in Section 7.03 (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 Section 7.01 of this Article not worked as provided for under Section 7.03, if such employee works sometime during the workweek that the holiday occurs; provided, however, the requirement that the employee work sometime during the workweek shall not apply to an employee who has been regularly employed with the Employer in excess of one (1) year if the employee was absent because of a bona fide illness or authorized leave of absence commencing within fifteen (15) days prior to the holiday specified in Section 7.01 and who returns to work regularly within fifteen (15) days following such holiday.

**7.03** Employees normally working sixteen (16) hours or more per week shall be paid for the holiday on the basis of one-fifth (1/5th) of the employee's normal hours worked per week, up to a maximum of eight (8) hours of pay per holiday. The Employer shall use a standard computing period of no less than four (4) calendar weeks preceding the holiday week to determine the "hours normally" worked.

**7.04** After six (6) months of employment, if an employee works on a holiday, in addition to the pay set forth in Section 7.03, the employee shall be paid for all work performed on the holiday at the rate of time and one-half (1-1/2) the employee's straight-time rate, except for work performed on Christmas Day, which shall be paid for at the rate of two (2) times the employee's straight time rate.

**7.05** Holiday work shall be on a voluntary basis. If there are not enough employees who volunteer to work to properly operate the store, then the necessary employees shall be scheduled to work beginning with the least senior employee, provided qualifications and ability are equal.

## **ARTICLE 8 - VACATIONS**

**8.01** Effective January 1, 2008, employees working a minimum of 800 hours in an anniversary year of employment shall be entitled to the following vacation based upon continuous years of service with one (1) Employer:

After completion of one (1) continuous year	-	One (1) week
After completion of two (2) continuous years	-	Two (2) weeks
After completion of five (5) continuous years	-	Three (3) weeks
After completion of twelve (12) continuous years	-	Four (4) weeks

**8.02** Effective January 1, 2008, employees working a minimum of 800 hours in an anniversary year of employment shall earn vacation time on each anniversary date of continuous employment based upon the following formula:

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Employees with Less Than Two (2) Years of Continuous Service:

One (1) hour vacation pay for each fifty-two (52) hours compensated for.

Employees Completing Two (2) to Five (5) Years of Continuous Service:

Two (2) hours' vacation pay for each fifty-two (52) hours compensated for.

Employees Completing Five (5) to Twelve (12) Years of Continuous Service:

Three (3) hours' vacation pay for each fifty-two (52) hours compensated for.

Employees Completing Twelve (12) or More Years of Continuous Service:

Four (4) hours' vacation pay for each fifty-two (52) hours compensated for.

**8.02.1** Compensable time, as used in 8.02 shall mean all straight time and overtime hours worked, paid vacation hours, paid holiday hours, paid bereavement leave hours, and paid jury duty.

**8.02.2** In addition to 8.02.1, employees shall be allowed up to eighty (80) hours per year of scheduled work loss because of bona fide illness or accident.

**8.02.3** The hours calculated under Section 8.02 shall be paid for at the employee's straight-time rate.

**8.03** The sale by the Employer of his business shall not relieve such Employer of the obligation to his employees for accrued vacation pay to the date of sale.

**8.04** Vacations are to be scheduled at mutually agreeable times in accordance with the individual store needs. Seniority shall prevail where two (2) or more employees select the same vacation period, provided the senior employee applied for vacation prior to March 1 of each year. After March 1, vacation shall be granted on a first-come, first-serve basis. Employees shall request vacation in writing and vacation requests shall be responded to within two (2) weeks of the request. Vacations can be requested in the computer.

**8.05** 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, the employee and the Union, this provision may be waived.

**8.06** Vacations may not be cumulative from one (1) year to another.

**8.07** If a holiday named under Article 7 of this Agreement falls within the vacation period of any employee, the employee shall be granted an additional day off with full pay or a day's pay in lieu thereof.

**8.08** Upon ten (10) days prior notice by the employee on a form furnished by the Employer, vacation compensation shall be paid on the normal payday immediately preceding the beginning of the vacation period.

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**8.09** After one (1) year of continuous employment in which a minimum of 800 hours has been worked, any vacation accrued under Section 8.02, but not taken, shall be paid to the employee at the time of termination, in accordance with the Employer's regular payroll period; provided, however, that vested vacation and accrued vacation will be considered waived by the employee in the event the employee is terminated for dishonesty or gross misconduct.

## **ARTICLE 9 - LEAVES**

**9.01 Emergency Leave.** Any employee may take an emergency leave of absence not to exceed two (2) weeks in the event of certified, serious illness or injury of the employee, or serious illness, injury or death in the employee's immediate family without prior notice; provided that the employee makes every reasonable effort to notify the Employer within twenty-four (24) hours of the commencement of said leave. Failure to report to work immediately following a leave of absence in this section will result in a break of seniority and the employee's service shall be terminated.

**9.01.1** All employees with one (1) year or more of continuous services shall be entitled to a leave of absence without pay for the following bona fide reasons:

- a. Absence caused by an illness or non-occupational accident of more than six (6) consecutive months;
- b. Where there is a serious illness or injury in the employee's immediate family, the length of such leave shall not exceed thirty (30) days;
- c. Leaves due to occupational illness or injury shall run to a maximum of twelve (12) months, unless the employee and Employer mutually agree to a longer period.

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

a. Upon request of the Union, leaves of absence without pay for Union business not to exceed nine (9) months may be granted by the Employer to employees regardless of length of service.

**9.01.3** Any request for a leave of absence under the terms of paragraphs 9.01 and 9.02 shall be in writing and state the following information:

- a. Reasons for such request;
- b. Date leave is to begin; and
- c. Date of return to work.

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



- a. A doctor's certificate verifying that the employee is able to resume his normal duties must be furnished if requested by the Employer.
- b. The employee shall then return to the job previously held or to a job comparable with regard to the rate of pay, on the first weekly schedule prepared after the Employer has received notice in writing of the employee's availability.

**9.02 Injury on the Job.** When an employee is physically injured on the job, there shall be no deduction from the employee's pay for the day in which the employee was injured and reported for medical care; provided, however, that if after medical care the doctor releases the employee to return to work, the employee will be required to return and complete his scheduled shift. When such employee returns to work following the injury, and is certified as ready and able to perform all regular duties but requires medical treatment as a result of the same injury, the Employer shall adjust the work schedule without penalty to the employee to provide both the time for medical care and the number of hours of work for which the employee is regularly scheduled.

**9.03 Military Service.** In the event any employee covered by this Agreement shall be called or conscripted for the United States Military Service in any capacity, 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 re-employment is made within ninety (90) days after being honorably discharged from such military service. In the event the re-employment of any veteran necessitates the reduction of the working force, such reduction may be made by the Employer without penalty. Also, any further veteran legislation enacted by Congress shall be considered binding by both parties.

**9.04 Bereavement Leave.** After their first year of employment, employees who are regularly employed twenty-four (24) 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 for death in the immediate family as defined below. Bereavement leave will be paid only with respect to a workday on which the employee would otherwise have worked and shall not apply to an employee's scheduled days off, holidays, vacation, or any other day in which the employee would not, in any event, have worked. Bereavement leave shall be paid for at the employee's regular straight-time hourly rate. Immediate family shall be defined as spouse, domestic partner, son, daughter, grandchild, stepchildren residing therein, mother, father, brother, or sister, current mother-in-law, or father-in-law.

**9.05 Jury Duty Pay.** After their first year of employment, employees who are regularly employed eighty (80) hours or more per month who are called for service on a superior court, federal district court, municipal court or district court jury shall be excused from work for the days on which they serve, up to a calendar year maximum of one hundred twenty hours (120) per year of an employee's scheduled hours, 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, forty (40) hours per week; 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) his normal workday. 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

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and the amount of jury pay received. The Employer will not reschedule employees to circumvent the requirements of this Article.

**9.06 Witness Pay.** Any employee who appears as a witness in court or at any other hearing on behalf of the Employer, shall be paid for such time at straight time. If the employee appears on the employee's day off or at a time of day when they are not scheduled to work, then they shall be paid as though it is work time.

## **ARTICLE 10 - SICK LEAVE**

**10.01** Employees, after one (1) year of service, during each month 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 injury-off-the-job.

**10.02** Sick leave pay shall be accrued by an employee depending upon the number of straight-time hours worked, including vacation and holiday hours, in each month as follows:

<u>Monthly Hours Worked</u>	<u>Hours of Sick Leave Pay</u>
173 or more	3
Less than 173	Based on the percentage of 173 hours worked

**10.03** Sick leave pay, to the extent it has been earned, shall begin on the third (3<sup>rd</sup>) normally scheduled working day of illness or injury off-the-job or the first (1<sup>st</sup>) normally scheduled working day, if the employee is hospitalized (includes day/outpatient surgery), or the employee has 120 hours of earned sick leave, 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 shall not exceed the current regular straight-time rate for the employee's average hours up to eight (8) hours per day; and (2) not more than five (5) days' sick leave pay shall be required in any one (1) work week.

**10.04** Sick leave pay shall be cumulative from year to year, but not to exceed a maximum of one hundred twenty (120) hours.

**10.05** In order to receive sick leave benefits, a doctor's certificate or other authoritative verification of illness may be required by the Employer.

**10.06** Any employee found to have abused sick leave benefits by falsification or misrepresentation shall thereupon be subject to disciplinary action, reduction or elimination of sick leave benefits (including accumulated sick leave) and shall further restore to the company amounts paid to such employee for the period of such absence, and may be discharged by the company for such falsification or misrepresentation.

**10.07** Sick leave benefits shall apply only to bona fide cases of illness and injury-off-the-job and shall not apply to on-the-job accidents.

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**10.08** Employees shall be permitted family leave in accordance with RCW 49.12 on the same terms and conditions (including eligibility requirements) as set out in this Agreement.

## **ARTICLE 11 - HEALTH & WELFARE, DENTAL AND VISION**

**11.01** The Employer and the Union agrees to be bound by the terms and provisions of that certain Trust Agreement creating the Sound Health & Wellness Trust, initially executed June 18, 1957, and all subsequent revisions or amendments thereto. The Employer accepts as his representatives for the purpose of this Trust Fund, the Employer Trustees serving on the Board of Trustees of said Trust Fund and their duly appointed successors. The Employer and the Union also agree to be bound by the terms of the parties' Health & Welfare and Pension Agreement and by all subsequent revisions or amendments thereto.

**11.02** The Employer 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.

**11.03** The details of the benefit programs including a description of exact benefits to be provided, and the rules under which employees and their dependents shall be eligible for such benefits, shall be determined by the Trustees of the Sound Health & Wellness Trust in accordance with the terms and provisions of the Trust Agreement creating the Trust, dated June 18, 1957, and as may be subsequently amended.

**11.04** The contribution referred to shall be computed monthly and the total amount due for each calendar month shall be remitted in a lump sum not later than twenty (20) days after the last day of the month in which the contributions were earned.

**11.04.1** Notwithstanding the foregoing Section, the Board of Trustees of the Sound Health & Wellness Trust shall have the authority to establish and enforce a method for reporting contributions on an accounting period basis, rather than a calendar month basis. In such a case, the one hundred and seventy-three (173) hour maximum shall be appropriately adjusted, as directed by the Trustees, provided that in no event shall the Employer's total obligation be different than what it would have been on a calendar month basis. Further, the total contributions due for each approved accounting period shall be remitted in a lump sum not later than twenty (20) days after the end of the accounting period.

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

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## **ARTICLE 12 - RETIREMENT**

**12.01** During the 2019 negotiations, the parties reached detailed pension agreement which is set forth in Attachment A-2 (Kroger) to the parties' Health & Welfare and Pension Agreement. The required employer hourly contributions are set forth in this Article below and in the parties' pension agreement.

### **12.02 Employer Contributions:**

**12.02.1** Until the effective date of the new future service defined benefit variable plan ("Sound VAP Trust"), the Employer will continue to make contributions to the Sound Retirement Trust as described in this Section and the Employer's active employees will continue to earn benefit accruals under the Sound Retirement Trust. The Employer will contribute the following amounts and in accordance with Attachment A-2 (Kroger) to the parties' Health & Welfare and Pension Agreement:

	<b>Regular</b>	<b>Probationary</b>
Base	\$0.20	\$0.03
Pre-PPA Suppl.^	\$0.18*	\$0.12**
Past Rehab Incr.	\$0.648	\$0.648
<b>Current Total:</b>	\$1.028	\$0.798
<b>Rehab Plan Increases This Term:</b>		
Jan. 2020 hours (+\$0.106)	\$1.134	\$0.904
Jan. 2021 hours (+\$0.106)	\$1.240	\$1.010
Jan. 2022 hours (+\$0.106)	\$1.346	\$1.116

^ The pre-PPA supplemental contribution is based on the parties' pension agreement.

\*Eighteen cents (18¢) of the contribution is not for the purpose of benefit credit but will be used solely for the purpose of deficit reduction. However, in the event the eighteen cents (18¢) or any part thereof is no longer needed for deficit reduction the Employer agrees to continue contributing thirty-eight (38¢) per compensable hour.

\*\* During an employee's probationary period the Employer contribution for pension is 15 cents per hour (15¢). Three cents is for benefit accrual and 12 cents is for deficit reduction. However, in the event the 12 cents or any part thereof is no longer needed for deficit reduction, the Employer will continue contributing the 12 cents.

**12.02.2** Kroger's contribution obligation will cease to the Sound Retirement Trust on the date of the transfer of assets and liabilities to the UFCW Consolidated Pension Fund per Attachment A-2 (Kroger) to the Health & Welfare and Pension Agreement.

**12.03** Sound VAP Trust Employer Contributions: Upon the effective date of the new future service defined benefit variable plan ("Sound VAP Trust"), the employer will contribute for each

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eligible employee to the Sound VAP Trust in accordance with Attachment A-2 (Kroger) to the Health & Welfare and Pension Agreement.

**12.04** Employer contributions shall be computed monthly to include all hours compensated for in pay periods ending in that month. The total amount due for each such month shall be remitted in a lump sum not later than ten (10) days after the last day of each month.

**12.05** The Employer and the Union agree to be bound by the terms and provisions of the executed Trust Agreement dated January 1, 1959, and as subsequently amended, and known as the Sound Retirement Trust. Further, the Employer accepts as its representatives, for the purpose of such Trust Fund, the Employer Trustees who serve on the Board of Trustees of said Trust Fund and their duly appointed successors. The Employer and the Union also agree to be bound by the terms of the parties' Health & Welfare and Pension Agreement. At such time as the Kroger transfer to the UFCW Consolidated Fund is complete and all the terms of the Kroger Pension Agreement have been met, Kroger will no longer participate in the Sound Retirement Trust.

**12.06 Pension Protection Act ("PPA").** This Agreement is to be subject to the 2018 Plan Year Rehabilitation Plan adopted by the Board of Trustees as revised December 5, 2019.

### **ARTICLE 13 - GENERAL CONDITIONS**

**13.01** Required promotional sales or other store meetings shall be considered time worked for the purpose of determining time and one-half (1-1/2) after 40 hours worked. Sections 4.07 and 4.08 shall not apply to such meetings.

**13.02** Whenever the Employer requires the wearing of uniforms or head coverings, the same shall be paid for, laundered (except for drip dry uniforms) and cleaned by the Employer.

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

**13.04** Whenever any employee is required to work in more than one (1) store during the same day, such employee shall be compensated at his normal rate of pay. The mileage allowance, when the employee uses his own car for business purposes, shall be the established rate by the IRS.

**13.05** Except as herein clearly and explicitly limited in the express terms of this Agreement, the rights of the Employer in all respects to manage its business operation and affairs, including but not limited to the right to make and enforce reasonable rules to assure the orderly and efficient operation of the business, shall be unimpaired. The above rights of management are not all-inclusive but indicate the type of matters, or rights, which belong to and are inherit to management.

**13.06 Drug and Alcohol Policy.** Employees shall be subject to the Employer's Drug and Alcohol Policy, as those standards may be modified or amended by the Employer from time to time; provided, however, that prior to implementing any change in the Drug and Alcohol policy, the Employer will give the Union notice of the proposed change and an opportunity to bargain. Any

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request to bargain must be received by the Employer within fifteen (15) calendar days after receipt of the proposed changes by the Union.

**13.07** The Employer will notify the Union prior to implementation of any new technology or methods that may have a material effect on the wages, hours, or working conditions of any bargaining unit employee. When practicable such notice will be given at least 60 days prior to implementation.

## **ARTICLE 14 - DISCIPLINE, DISCHARGE, AND DISCRIMINATION**

**14.01 Probationary Period.** In order for the Employer to have ample time within which to properly evaluate the performance of an employee, it is hereby agreed that the Employer has ninety (90) calendar days after the initial date of employment in which to evaluate the employee. Within the said probationary period, the Employer may terminate the employee without recourse. This ninety (90) day period shall be extended by the amount of time the employee is absent from or unavailable for work due to medical reasons during the probationary period. The Employer must notify both the employee and the Union in writing, prior to the completion of the probationary period, of their intent to extend the probationary period.

**14.02 Notice of Intention to Quit.** Any employee who intends to quit shall, to the extent possible, give two (2) weeks' notice. Any employee who gives such notice shall not be terminated or have hours reduced solely for said reason.

**14.03 Polygraph Tests.** The Employer agrees not to require any employee or prospective employee to take or be subjected to any lie detector or similar tests as a condition of employment or continued employment, except as provided in Washington State Law.

**14.04 Non-Discrimination.** The Employer and the Union agree that each will fully comply with applicable laws and regulations regarding discrimination and will not discriminate against any employee or applicant for employment because of such person's race, religion, color, national origin, sex, disability or age. Any reference to gender in this Agreement includes both genders. Both parties recognize in all cases of conflict between the Americans with Disabilities Act (ADA) and any provision of this Agreement, or any practice under any of its provisions, the ADA shall prevail.

**14.04.1** When the gender "he" or "she" is used within this Agreement, it is for explanatory purposes only and does not refer to the actual sex of any person.

**14.05 Disciplinary Action.** The Employer shall be the judge as to the competency of his employees and continuity of employment shall be based upon the Employer's judgment of the merit and ability of the individual employee, provided that such judgment shall be fairly and reasonably exercised and provided however, that no employee shall be discharged or discriminated against for any lawful Union activity or for performing service on a Union committee outside of business hours, or for reporting to the Union the violation of any provisions of this Agreement.

**14.05.1** No employee shall be disciplined or discharged except for just cause. The Employer shall be the judge of the competency and qualification of his employee and shall make judgment fairly. The Employer's judgment is subject to review by an arbitrator.

## **ARTICLE 15 - GRIEVANCE PROCEDURE**

**15.01** Any dispute or grievance arising between the parties to this Agreement as to the proper interpretation or application of the Agreement, shall be adjusted by the accredited representative of involved Employer and the accredited representative of the Union. If these parties fail to reach a satisfactory adjustment within thirty (30) calendar days from the date the grievance is filed in writing, as required by Section 15.06, by either party upon the other, the moving party must refer the matter for final adjustment to a Labor Relations Committee selected as follows: One (1) member from the Employer and one (1) member from the Union, or the grievance shall be deemed waived. If the Labor Relations Committee fails to reach an agreement within five (5) calendar days from the date of the Labor Relations meeting, the moving party must request arbitration or the grievance shall be deemed waived.

**15.02** If arbitration is requested, the parties shall take turns striking names off the list of the following permanent panel:

1. Gary L. Axon
2. Michael E. Cavanaugh
3. Joseph W. Duffy
4. Martin Henner
5. Alan Krebs
6. Howell Lankford
7. Tom Levak
8. Ron Miller
9. James Paulson
10. Shelly Shapiro
11. Kathryn T. Whalen
12. Jane R. Wilkinson
13. Timothy D.W. Williams

**15.02.1** The parties to the arbitration have the right to request and receive information needed to prepare for arbitration or for the renegotiation of this Agreement to the extent permitted under Federal law. The requesting party shall pay all reasonable costs incurred as the result of such request.

**15.02.2 Attorney Fees:** The parties hereby agree that in all arbitration matters arising under this collective bargaining agreement the parties shall be responsible for their own attorney's fees. This includes, but shall not be limited to cases where the Union is seeking back wages on behalf on an employee.

**15.03** The parties shall notify the arbitrator at the time of selection of the requirement that he or she must render a final and binding decision within thirty (30) days from the close of the arbitration hearing, or from the arbitrator's receipt of the post-hearing briefs, whichever is later. In the event the selected arbitrator is unable to agree to such requirement, the parties shall contact the remaining arbitrators on the permanent panel in inverse order of their striking until agreement to comply with the above condition is obtained. Upon proper receipt, the decision of the arbitrator shall be final

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and binding upon both parties to this Agreement. The Arbitrator shall not have the power to alter, change or modify this Agreement in any respect.

**15.04** Either party may obtain a transcript of the arbitration at the party's expense for its sole use, unless the other party wishes a copy, in which case the expense of the transcript shall be shared equally. The fees of the arbitrator shall be borne by the losing party. The arbitrator shall have authority to appropriately apportion costs between the parties in the event of a split decision and/or award. In cases where it is concluded that an employee has been improperly discharged, the arbitrator may reinstate the improperly discharged employee. The arbitrator may not render an award which requires the employer to pay an improperly discharged or suspended employee for time that the employee has not actually worked in excess of the wage and benefits the employee would have earned had he worked his normal schedule during the ninety (90) calendar days immediately following the date of discharge or suspension.

The Parties confirm that the above is a hard cap with no exceptions.

**15.05** During the process of making adjustments under the rules and procedures set forth in this Section, no strike or lockout shall occur.

**15.06** Grievances shall not be recognized unless received in writing by the accredited representative of either party, with a copy to the Employer involved, describing as fully as possible the matter at issue and the section(s) of the Agreement allegedly violated, within thirty (30) calendar days from the date the grieving party knew or should have known of the occurrence causing the complaint or grievance, except as otherwise provided herein. Following the filing and the response to the grievance, neither party is permitted to add to, subtract from, modify, or change its contractual position, as required by this Section, at any time prior to the final decision by an arbitrator, except where newly acquired evidence is documented. In such case, either party shall have the right to modify its contractual position in writing based upon the newly acquired evidence; provided that in any event it is prior to requesting arbitration, as provided for under Section 15.01.

**15.06.1** Overtime or backpay claims must be received in writing within fifteen (15) calendar days of the payday such shortage appears. Such claims shall be limited to the amount involved in the thirty (30) days immediately preceding the date upon which the grievance was received in writing, except that where there is an automatic apprentice wage bracket adjustment due under the terms of Appendix "A", the period of adjustment shall be extended to one (1) year.

**15.06.2** Claims for unjust suspensions and discharge must be received in writing within fifteen (15) calendar days from the date of suspension or discharge.

**15.06.3** Where grievances arise upon the dismissal of an employee which involves claims for adjustment of wages received during the employment, said grievance must be received, in writing, within fifteen (15) calendar days following the dismissal, or receipt of final paycheck, whichever is later.



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**15.07** Any grievance not originally filed in accordance with the time limits of Article 14 shall be deemed waived. Any time limitation established herein may be extended only by mutual agreement of the parties.

## **ARTICLE 16 - RIGHTS AND RESPONSIBILITIES**

**16.01 Picket Lines.** It is understood and agreed that the grievance and arbitration procedure of this Agreement and the judicial and administrative remedies provided by law are the sole and exclusive means for settling any dispute between the employees and/or the Union and the Employer, whether relating to the application of this Agreement or otherwise.

**16.01.1** Accordingly, for the duration of this Agreement and any extension thereof, the Union agrees that neither the Union, its officers, agents, representatives and members, nor any employees covered by this agreement shall in any way, directly or indirectly authorize, cause, assist, encourage, participate in, ratify or condone any strike (whether it be an economic strike, unfair labor practice strike, sympathy strike, or otherwise), sit-down, sit-in, slowdown, walkout, cessation or stoppage of work, picketing (including any refusal to cross any other labor organization's or other party's picket lines), handbilling or any other activity which interferes, directly or indirectly, with the Employer's operations at any location.

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

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

## **ARTICLE 17 - WORKPLACE SAFETY**

**17.01** Safety Committees will be held in accordance with applicable laws. Upon request, the Employer will notify the Union when the Safety Committee will meet. Minutes of the Safety Committee meetings will be posted or made otherwise available for review.

**17.02** In addition to the store level safety committees, the Employer and the Unions will jointly set up a Master Safety Committee, made up of (2) members from each Union (UFCW Local 21, UFCW Local 367, and Teamsters Local 38), and up to an equal number of members from the Company. If necessary to address certain issues at a workplace either party may invite guests, with prior approval of the committee.

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The Master Safety Committee will meet periodically, and no less frequently than once per quarter, to review workplace safety matters. The parties will discuss and work toward resolving safety issues in the workplaces.

In addition, the Company and the Union agree that they will continue to discuss and jointly address safety related issues and/or questions about the Company’s safety program in good faith.

**17.03** The Company agrees that it shall provide safety training in accordance with the law and its policies as necessary. In addition, the store safety committees may recommend training subjects and those recommendations will be considered and acted upon by the Master Safety Committee.

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

**17.05** Nothing in this article shall be interpreted to diminish the Employer’s rights/obligations or employees’ rights/obligations under applicable laws or current Company practices and policies.

**17.06** The Company and Union agree that the Employer is responsible for maintaining a sound safety program and its employees are responsible for adhering to the safety program.

**ARTICLE 18 - EXPIRATION AND RENEWAL**

**18.01** Except as provided below, this Agreement shall be in full force and effect as of the 4<sup>th</sup> day of August 2019 through the 6<sup>th</sup> day of August 2022, and shall be automatically renewed each year thereafter upon each anniversary of said date, unless written notice to the contrary be given to either party by the other on or before sixty (60) days prior to the expiration date.

ALLIED EMPLOYERS, INC.  
For and on Behalf of QFC, Inc.

UNITED FOOD AND COMMERCIAL  
WORKERS UNION LOCAL 21

DocuSigned by:  
*Scott Klitzke Powers* 10/21/2021  
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Scott Klitzke Powers                      Date  
President

DocuSigned by:  
*Faye Guenther* 10/14/2021  
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Faye Guenther                              Date  
President

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## APPENDIX “A” WAGES

### Seattle Stores

<b>Classifications</b>	<b>Current</b>	<b>8/4/19</b>	<b>1/1/20</b>	<b>8/2/20</b>	<b>1/1/21<sup>^</sup></b>	<b>8/1/21<sup>^</sup></b>	<b>1/1/22<sup>^</sup></b>
Senior Clerk	\$16.00	\$17.02	\$17.02	\$17.62	\$17.62	\$18.22	\$18.22
Journeyman	16.00	16.60	16.89	17.20	17.20	17.80	17.80
	<b>Current</b>	<b>8/4/19</b>	<b>1/1/20</b>	<b>8/2/20</b>	<b>1/1/21<sup>^</sup></b>	<b>8/1/21<sup>^</sup></b>	<b>1/1/22<sup>^</sup></b>
Next 1950 hrs.	16.00	16.00	16.79	16.79	17.09	17.09	
Next 1950 hrs.	16.00	16.00	16.69	16.69	16.99	16.99	
Next 1950 hrs.	16.00	16.00	16.59	16.59	16.89	16.89	
1 <sup>st</sup> 1950 hrs.	16.00	16.00	16.49	16.49	16.79	16.79	

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

### Outside Seattle

<b>Classifications</b>	<b>Current</b>	<b>8/4/19</b>	<b>1/1/20</b>	<b>8/2/20</b>	<b>1/1/21<sup>^</sup></b>	<b>8/1/21<sup>^</sup></b>	<b>1/1/22<sup>^</sup></b>
<b>Senior Clerk</b>	\$15.47	\$16.07	\$16.07	\$16.67	\$16.67	\$17.27	\$17.27
Journeyman	15.05	15.65	15.65	16.25	16.25	16.85	16.85
	<b>Current</b>	<b>8/4/19</b>	<b>1/1/20</b>	<b>8/2/20</b>	<b>1/1/21<sup>^</sup></b>	<b>8/1/21<sup>^</sup></b>	<b>1/1/22<sup>^</sup></b>
Step 9 (6241-7280 hrs.)*	12.90	12.90	14.40	14.40	14.59	14.59	
Step 8 (5201-6240 hrs.)**	12.80	12.80	14.30	14.30	14.49	14.49	
Step 7 (4681-5200 hrs.)	12.70	12.70	14.20	14.20	14.39	14.39	
Step 6 (4161-4680 hrs.)	12.60	12.60	14.10	14.10	14.29	14.29	
Step 5 (3641-4160 hrs.)	12.50	12.50	14.00	14.00	14.19	14.19	
Step 4 (2601-3640 hrs.)	12.40	12.40	13.90	13.90	14.09	14.09	
Step 3 (1561-2600 hrs.)	12.30	12.30	13.80	13.80	13.99	13.99	
Step 2 (521-1560 hrs.)	12.20	12.20	13.70	13.70	13.89	13.89	
Step 1 (0 - 520 hrs.)***	12.10	12.10	13.60	13.60	13.79	13.79	
Store Helpers/Christmas Extras***	12.10	12.10	13.60	13.60	13.79	13.79	

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

\*This step is only applicable to employees hired after August 26, 2007.

\*\* This step is only applicable to employees hired after May 24, 2004.

\*\*\*These rates may be increased by changes to the state minimum wage.

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All employees paid above the Journeyperson/Thereafter rate will receive the same increases as the Journeyperson/Thereafter rate in each year of the Agreement.

Each rate will be at least \$0.10 per hour higher than the previous rate in the progression schedule.

General Merchandise clerks who are promoted to another position under Appendix B or C of the Grocery Agreement shall remain at their current wage rate, but shall be given credit for prior hours of experience toward their new progression.

General Merchandise clerks who are promoted to a position under Appendix A of the Grocery Agreement shall remain at their current wage rate until accumulating 2,080 hours and then shall progress to the next higher rate in the progression and then continue their progression under Appendix A. This clause does not apply to Courtesy Clerks, Helper Clerks or other employees covered under separate Appendices or LOU's.

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**APPENDIX “B”  
EXEMPTIONS**

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Notwithstanding the requirements of Section 2.01, the following exemptions (per store) shall not be required to be members of the Union nor shall they be covered by the terms of the Agreement\*:

HOM – 7	ALE – 4	All Student Interns
NCR – 1	MMK – 1	PEM – 3 (Combination MMK & PEC)
JLY – 1	PEC – 2	

\*The Employer shall be allowed one (1) Management Trainee for each 50 bargaining unit employees in the Employer’s total unit.

**LETTER OF UNDERSTANDING #1**  
**PROPER INTERPRETATION AND APPLICATION OF LABOR AGREEMENT**

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This is to confirm the following understandings regarding the proper interpretation and application of this Labor Agreement:

**1. Article 2 – Union Security:** The parties agree that under this Article the sole remedy for an employee’s failure to be a member in good standing is termination. If an employee is rehired following termination under this Article, such employee will be considered a new employee for all purposes.

**2. Article 5 – Seniority:** Sections 5.03, 5.04, 5.07 – The parties agree that the employer is not precluded from taking the position that the junior employee has greater qualifications and abilities than the senior employee even though the senior employee has acquired seniority and the junior employee has not. If neither of the involved employees has acquired seniority, then seniority will not be a factor. Also, the terms of these sections are not applicable to the exemptions set forth under Appendix “A”, including management trainees.

**3. CCK Employment:** Employees covered by this Agreement who are interested in working in the CCK Department must advise the Store Director in writing.

Interested employees will be considered and interviewed for openings in the CCK Department. Such consideration shall be at the sole discretion of the Employer and not subject to the grievance procedure.

In the event an interested employee is placed in a CCK position, they will be given their equal or next higher rate of pay on the CCK progression.

In the event a general merchandise unit employee operates a CCK checkstand, that employee shall receive the appropriate CCK rate of pay for the time spent cashiering in CCK.

**4. Doctor’s Note for Verification of Illness:** The Employer agrees that it will not require a doctor’s verification of illness in every absence situation.

**5. Vacation Hours:** Employees may request vacation hours be used to meet health and welfare eligibility provided the employee has enough scheduled hours in a month to meet eligibility requirements.

**6. Dues Check-Off:** The deduction of uniform dues and initiation fees as required in Section 2.02.2 does not include any additional deductions for assessments or strike funds.

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

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QFC agrees to continue its practice of posting a schedule for a two week period not later than 6:00 P.M. on Thursday preceding the start of the workweek. In the future, prior to making any changes to those practices, the Company will meet with the Union to discuss those changes. This Letter will not apply to any department where such scheduling is not current practice.

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**LETTER OF UNDERSTANDING #3**  
**INVESTMENT IN WORKFORCE DEVELOPMENT WETRRAIN NON-PROFIT**

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The employers and unions agree to a Joint Committee on Workforce Development.

The employer and unions will utilize the committee as described below:

1. The Joint Committee will work towards the establishment of a training program to meet the needs of future staffing.
2. The committee will have an equal number of union and employer representatives.
3. Joint Committee will meet quarterly.
4. The Joint Committee will seek new funding streams.
5. All members of the Joint Committee will cooperate in order to meet requirements of grants, when reasonable and it makes business sense to do so.
6. Each signatory employer will contribute to the WeTrain program \$500 per graduated worker who either (1) gets pre-approval from the employer to take the training and works for the employer at the time of graduation; or (2) are hired by the employer within 6 months of graduation, provided the employee provides notice of the graduation prior to being hired. This amount will be paid in aggregate for all employers up to \$300,000, matching a one-time seed contribution from UFCW 21 of \$300,000 and \$9,500 from Teamsters 38.
7. The bargaining parties agree to allow the joint committee to address future funding needs during the term of this agreement.

Nothing herein is intended to diminish work preservation rights the unions have under existing contractual provisions or law.



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**LETTER OF UNDERSTANDING #4**  
**BENEFITS FOR WORKERS WITH DISABILITIES**

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For employees with disabilities who are also covered by Medicaid/SSI Disability (definition as determined by the trustees) and restricted by Medicaid/SSI (definition as determined by the trustees) rules in their ability to work enough hours to qualify for life insurance or vacation pay under the normal contract rules, the parties agree to the following provisions that will only apply to these employees:

1. The Parties agree to request that the Trustees of the Sound H&W Trust Fund develop rules which will result in these employees being eligible for a life insurance benefit similar to that offered to other qualified participants of the Fund, and;
2. The Employers agree that for any of these employees who work less than the annual hours required hours to earn a normal vacation benefit under the contract (currently less than 800 hours per year), the Employer shall pay pro-rated vacation pay to these employees based on the yearly schedule outlined in the contract and based on the actual number of hours worked in the prior anniversary year, divided by 2080 hours. (For example, an employee who only works 700 hours in their anniversary year and would otherwise not be eligible for vacation pay, would be paid 13.46 hours per week of vacation earned.)

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**LETTER OF UNDERSTANDING #5**  
**JOINT LABOR MANAGEMENT COMMITTEES**

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Electronic Schedules: The parties agree to establish a Joint-Labor Management Committee to consider the Union's proposal regarding the providing of electronic schedules.

New Hire Orientation: The parties agree to establish a Joint Labor-Management Committee to consider the Union's proposal regarding new employees orientation if Right to Work is passed.

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**LETTER OF UNDERSTANDING #6  
HOLIDAY HOURS**

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The parties acknowledge the following:

1. Due to the busy holiday season, the employer hires “Christmas Extras”.
2. There is a need to on-board Christmas Extras so they are trained and prepared when needed.
3. Ordinarily, these training hours should not reduce the number of hours available to regular employees.
4. The parties will work in good faith to balance the desire of current employees for more hours with the Employer’s business need to be adequately staffed for the holidays.

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**SIGNATURE PAGE**

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The parties hereby agree to the following Letters of Understanding:

1. Letter of Understanding #1: Proper Interpretation and Application of Labor Agreement
2. Letter of Understanding #2: Scheduling Practices
3. Letter of Understanding #3: Investment in Workforce Development WeTrain Non-Profit
4. Letter of Understanding #4: Benefits for Workers with Disabilities
5. Letter of Understanding #5: Joint Labor Management Committees
6. Letter of Understanding #6: Holiday Hours

ALLIED EMPLOYERS, INC.  
For and on behalf of QFC, Inc.

UFCW UNION LOCAL # 21

DocuSigned by:  
*Scott Klitzke Powers* 10/21/2021  
713EA1147A20495...  
\_\_\_\_\_  
Scott Klitzke Powers Date  
President

DocuSigned by:  
*Faye Guenther* 10/14/2021  
3A21D5BATE78477...  
\_\_\_\_\_  
Faye Guenther Date  
President

# 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 46,000 other members of UFCW 21.

### Statement of Your Right to Union Representation (Weingarten Rights)

*“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.”*

## Know Your Rights:

- Fair Treatment and Respect
- Family and Medical Leave
- Union Representation

**Learn more about your  
rights:**

**[www.ufcw21.org](http://www.ufcw21.org)**

*Our mission: building a powerful Union that fights for economic,  
political and social justice in our workplaces and in our communities.*

**VISIT UFCW21.ORG:**

SCHOLARSHIP INFO | BARGAINING UPDATES | STEWARD TRAININGS | HELPFUL MEMBER  
RESOURCES | ACTIONS INFORMATION ON YOUR RIGHTS | AND MORE...

## **UFCW 21**

**Faye Guenther, President • Joe Mizrahi, Secretary-Treasurer**

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**Mt. Vernon: 1510 N 18th St, Mt Vernon, WA 98273-2604, Phone 360-424-5655, Fax 360-424-7909  
Silverdale: 3888 NW Randall Way #105, Silverdale, WA 98383, Phone 360-698-2341, Fax 360-662-1979  
Spokane: 2805 N Market St, Spokane, WA 99207, Phone 509-340-7369, Fax 509-624-1188**