

**AGREEMENT**

**By and Between  
Ralph's Red Apple**

**and  
UFCW UNION LOCAL #21**

**Meat Dealers  
(King-Kitsap)**

**Effective: May 5, 2019**

**To: May 7, 2022**

**Ratified: November 7, 2019**

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## **AGREEMENT**

**By and Between  
Ralph's Red Apple**

**and  
UNITED FOOD AND COMMERCIAL WORKERS UNION  
LOCAL NO. 21**

**MEAT  
(King/Kitsap)**

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This Agreement is made by and between Ralph's Red Apple for and on behalf of its members operating meat markets in King and Kitsap Counties, and United Food and Commercial Workers Union Local #21. It is the intent and purpose of the parties hereto that this Agreement shall promote and improve the industrial and economic relationship between the Company and the Union and its members as set forth herein, and to set forth herein rates of pay, hours of work, and other conditions of employment to be observed between the parties hereto.

### **ARTICLE 1 - CONDITIONS OF EMPLOYMENT**

1.01 Ralph's Red Apple hereby recognizes, during the term of this Agreement, United Food and Commercial Workers Union Local #21, as the sole and exclusive collective bargaining agency for all employees of the Employer whose job classification is set forth in this Agreement.

1.02 The United Food and Commercial Workers Union Local #21, for and on behalf of its members, hereby recognizes during the term of this Agreement Ralph's Red Apple as the sole and exclusive collective bargaining agency for all Employers who are designated as parties to this Agreement.

1.03 Pursuant to and in conformance with Section 8(a)3 of the Labor Management Relations Act of 1947, it is agreed that all employees coming under the terms of this Agreement, including but not limited to any family member or owner, (except as provided for in section 15.02) performing work coming under the terms of this Agreement shall make application to join the Union within thirty-one (31) days following the date of employment or within thirty-one (31) days following the signing of this Agreement, whichever is the latter, and must maintain membership in good standing for the life of this Agreement and any renewal thereof. The Employer shall discharge any employee to whom the Union, through its authorized representative, delivers to the Employer's Main Office a written notice that such employee is not in good standing. The Union agrees to hold the Employer harmless for discharges made pursuant to this section. The Employer shall inform employees of the foregoing requirement at the time they are employed.

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

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

## **ARTICLE 2 - WORKING HOURS**

2.01 The basic straight-time workweek shall be Sunday through Saturday. Whenever fresh meat is offered for sale, at least one (1) Journeyman meatcutter must be employed Monday through Saturday in each market for at least eight (8) hours, exclusive of lunchtime each day, between the hours of 6:00 a.m. and 6:00 p.m. No split shifts shall be allowed.

2.01.1 An optional workweek of four (4) ten (10) hour days may be utilized with the following terms:

a. This optional workweek must be mutually agreeable between the Employer and the employee;

b. Employees working this optional workweek shall be guaranteed forty (40) hours per week;

c. Notice of the optional workweek shall be given by Thursday of the preceding week;

d. A minimum of two (2) consecutive scheduled days off;

e. The fifth and sixth day worked in the same workweek shall be paid for at the rate of time and one-half (1-1/2) (except Sunday which shall be paid for at the Sunday rate);

f. All work over ten (10) hours per day shall be paid for at the rate of time and one-half (1-1/2) the straight-time rate of pay;

g. In addition to the rest periods provided for in Section 3.01, employees working the four/ten workweek shall be given an additional rest period of ten (10) minutes after the completion of eight (8) hours' work;

h. Sick leave pay shall begin after sixteen (16) hours missed;

i. Holidays shall be paid as follows:

1. If the employee is scheduled for forty (40) hours during the holiday week, he/she shall receive eight (8) hours holiday pay for holidays not worked;
2. If an employee is scheduled for less than forty (40) hours during a holiday week, he/she shall receive ten hours holiday pay for holidays not worked.

2.02 Days off shall be rotated to the end that consecutive days off shall be shared equally unless otherwise mutually agreed upon.

2.03 In order to give employees as much notice as possible in the planning of their weekly schedules of work, the Employer agrees to post a work schedule for all regular full-time and regular part-time employees before 6:00 p.m. on Thursday of the preceding workweek. Except in cases of emergency, no changes shall be made in said schedule without a full forty-eight (48) hours notice to the employees involved in such changes in schedule. All emergency change of shift hours will be reported to the Union. If they report for work as scheduled, regular full-time employees shall be guaranteed eight (8) hours work per day and forty (40) hours work per week, Monday through Saturday\*, and regular part-time employees shall be guaranteed a minimum of four (4) hours work. Extra employees shall receive not less than four (4) hours continuous work or equivalent compensation in any one (1) day ordered to report for work. These guarantees shall not apply in cases of acts of God or other emergencies beyond the Employer's control.

\* See Letter of Understanding attached (Scheduling Grievance Settlement).

2.04 All hours worked in excess of eight (8) hours per day, forty (40) hours per week, Monday through Saturday, and between the hours of 9:00 p.m. to 6:00 a.m. shall be paid for at the rate of time and one-half (1-1/2) the regular contract scale. A premium rate of fifty cents (50¢) per hour shall be paid in addition to the straight-time rate for all work performed between the hours of 6:00 p.m. and 9:00 p.m. When an employee works six (6) days in a workweek, Monday through Saturday, time and one-half shall be paid for work on the day the least number of hours are worked. Employees required to work on Sundays or holidays, shall be paid at the applicable rate for Sunday and/or holiday work. Minimum call-ins on Sundays and Holidays shall be four (4) hours. For those employees scheduled to work only four (4) hours on Sundays, such four (4) hours shall be on a voluntary basis. If the Employer is unable to obtain sufficient qualified volunteers, then it shall assign such work on an inverse rotating seniority basis by store. A minimum of ten (10) hours shall be required between straight-time shifts. Otherwise, the premium of time and one-half (1-1/2) will be required for any hours that may be worked prior to the expiration of the ten (10) hour period. All time worked after eight (8) consecutive days shall be paid at the rate of time and one-half (1-1/2) the appropriate contract rate (excluding Sunday/holiday premium pay) until a day off is given. Employees requested to work on the ninth (9th) consecutive day shall advise management that they have already worked eight (8) consecutive days.

2.04.1 Employees required to work after 6:00 p.m. on New Year's Eve or Christmas Eve shall be entitled to time and one-half for all hours worked after 6:00 p.m. on such days.

2.05 When fresh meat is offered for sale and a member of the bargaining unit is not on duty in the meat market during such hours, no one other than a member of the bargaining unit shall perform work in the meat market. When a member of the bargaining unit is not on duty, this clause shall not apply to those products that have been prepared by meat department employees and are in storage ready for sale, such may be placed in the meat counter by the person in charge of the store and such action shall not be considered a violation of this clause.

2.06 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 3 - REST PERIODS**

3.01 There shall be a rest period of at least fifteen (15) minutes in every continuous four (4) hour period of employment. In the event that one shift shall be less than four (4) hours and the other shift shall be four (4) hours or more, there shall be only one (1) rest period, fifteen (15) minutes in the longer shift. Provided, further, any employee who works eight (8) hours in any daily straight-time or night shift shall receive two (2) fifteen (15) minute rest periods, one (1) prior to the lunch period and one (1) after the lunch period. No employee shall be required to work more than three (3) hours without a rest period nor more than five (5) hours without a lunch period.

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

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

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

### **ARTICLE 4 - VACATIONS**

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

<u>Hours Worked</u>	<u>Hours of Paid Vacation</u>
1000 to 1200	20
1200 to 1600	24
1600 to 2000	32
2000 or more	40



4.02 Employees on the second and each subsequent anniversary date of their employment to the fifth (5th) anniversary date of their employment (after the second and each subsequent year to the fifth (5th) year of continuous employment) shall be entitled to vacation with pay at the hourly rate in effect at the time vacation is paid and based upon the number of hours worked in the preceding twelve (12) months as follows:

<u>Hours Worked</u>	<u>Hours of Paid Vacation</u>
1000 to 1200	40
1200 to 1600	48
1600 to 2000	64
2000 to 2288	80
2288 to 2496	88
2496 or more	96

4.03 Employees on the fifth (5th) and each subsequent anniversary date of their employment to the twelfth (12th) anniversary date of their employment (after the fifth (5th) and each subsequent year to the twelfth (12th) year of continuous employment) shall be entitled to vacation with pay at the hourly rate in effect at the time vacation is paid and based upon the number of hours worked in the preceding twelve (12) months as follows:

<u>Hours Worked</u>	<u>Hours of Paid Vacation</u>
1000 to 1200	60
1200 to 1600	72
1600 to 2000	96
2000 to 2288	120
2288 to 2496	132
2496 or more	144

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

<u>Hours Worked</u>	<u>Hours of Paid Vacation</u>
1000 to 1200	80
1200 to 1600	96
1600 to 2000	128
2000 to 2288	160
2288 to 2496	176
2496 or more	192

4.05 Regular employees who average twenty hours or more per week, who terminate or are terminated (termination 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 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 the fifth (5th) anniversary date, four (4) hours vacation pay; after the fifth (5th) to the twelfth (12th) anniversary date, six (6) hours vacation pay; after the twelfth (12th) anniversary date, eight (8) hours vacation pay.

4.06 Vacation may not be waived by employees nor may extra pay be received for work during that period, provided however, that by prior mutual agreement between the Employer, employee, and the Union, this provision may be waived.

4.07 Employees whose vacations are scheduled during a holiday week shall receive holiday pay provided for under the terms of Article 5, section 5.02, of this Agreement, in addition to vacation pay.

4.08 It is hereby understood and agreed that in computing "Hours of Paid Vacation" for full-time employees (employees who regularly appear on the payroll for forty (40) hours or more per week), the terms of Article 4, section 4.01, 4.02, 4.03, and 4.04 shall be applied so that working time lost up to a maximum of one hundred sixty (160) hours due to verified cases of sickness or accident, or other absence from work approved by the Employer shall be counted as time worked. In determining the number of hours of paid vacation to which an employee is entitled, there shall be no deduction from his bank of hours due to absence from work because of vacation or holiday time earned and taken under this Agreement.

4.09 Earned vacations must be taken within twelve (12) months following the employee's anniversary date.

4.10 Vacation schedules, after being completed by the Employer, shall be posted in each market for that particular market.

4.11 Vacation hours for continuing employees shall be considered hours worked for the purpose of establishing eligibility as per Article 7 and Article 18. As such, vacation hours, and the corresponding contributions due, shall be reported and paid to those Trusts during the month in which the employee takes vacation time off from work.

## **ARTICLE 5 - HOLIDAYS**

5.01 The following shall be recognized as holidays with pay for regular full-time employees who have acquired seniority (for employees hired on or after December 3, 2010, the initial wait for holiday eligibility shall be six consecutive months): New Year's Day, Presidents' Day (third Monday in February), Memorial Day (last Monday in May), Independence Day, Labor Day (first Monday in September), Thanksgiving Day and Christmas Day. Employees with one (1) year of continuous service with the Employer shall receive three (3) personal days as paid holidays each year to be scheduled as mutually agreed. Employees shall give the Employer thirty (30) days notice prior to the days requested as personal holidays. By mutual agreement between the Employer and employee, the employee may receive payment at the straight-time rate in lieu of such personal holidays in accordance with section 5.02 of Article 5.

5.01.1 For employees hired after October 31, 2013: Employees with one year of continuous service with the Employer shall receive one personal day, two personal days after two years, and three personal days after three years – to be scheduled as mutually agreed.

5.02 A regular full-time employee shall receive no reduction in his straight-time weekly pay as the result of the holiday not worked, provided such employee works sometime during the week in which the holiday occurred and works his last scheduled working day preceding and his next scheduled working day immediately following the holiday. A part-time employee who averages twelve (12) hours or more per week shall be paid for the holiday on the basis of one fifth (1/5) of the employee's average hours worked per week in the four (4) weeks immediately preceding the holiday week, to a maximum of eight (8) hours, provided the employee works sometime during the holiday week and reports for work his last scheduled working day preceding and his next scheduled working day immediately following the holiday.

5.03 An employee shall not be deprived of holiday pay if he is absent from work his last scheduled working day preceding and/or his next scheduled working day immediately following the holiday if he is unable to work such scheduled working day for one or more of the reasons specified below, provided that the employee has in all other respects qualified for pay for the holiday not worked, including the requirement to work sometime during the week in which the holiday occurs:

5.03.1 The requirement to work sometime during the holiday week shall be waived when the involuntary absence is due to a bona fide illness or injury, provided that the employee has worked within the seven (7) calendar days preceding the holiday and within the seven (7) calendar days following the holiday.

5.03.2 A doctor's certificate or other authoritative verification of illness may be required by the Employer and, if so, must be presented by the employee not more than forty-eight (48) hours after return to work. If the employee is absent more than two (2) scheduled days, such verification must be presented prior to return to work, provided the Employer has given the employee reasonable advance notice.

5.03.3 Temporary layoff.

5.03.4 Jury duty as defined in Article 9.

5.03.5 Bereavement leave as defined in Article 19.

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

5.04 All work performed on Sundays shall be paid pursuant to the terms of Section 6.05. For current employees, holidays shall be paid for at the rate of one and three-quarters (1-3/4) times the straight-time hourly rate in addition to holiday pay. Employees hired on or after December 3, 2010 shall be paid time and one-half the straight time wage rate for work performed on the holiday.

5.05 In a holiday week, either thirty-two (32) straight-time hours or forty (40) straight-time hours worked shall constitute a week's work. If an employee works 32 or more hours in a holiday week, they shall receive 8 hours of holiday pay.

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

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

6.01 Increases are “across the board” so that employees paid above scale will receive the wage increases. The exceptions to this rule are: (a) employees being paid an over scale rate due to an increase in the Washington State minimum wage; (b) employees who have transferred into another classification and have had their wage rate frozen at an above scale level.

In no event shall any wage classification be less than ten cents (10¢) per hour above the then current Washington State minimum wage. Each rate will be at least ten cents (10¢) per hour higher than the previous rate in the progression schedule.

**6.02 Meat Cutters:**

For employees hired before December 3, 2010: *The progression step hours were not printed, however they still exist for employees that were hired prior to 2010 that transfer between Appendices.*

<b>Classifications</b>	<b>Current</b>	<b>5/5/19</b>	<b>1/1/20</b>	<b>5/3/20</b>	<b>1/1/21<sup>^</sup></b>	<b>5/2/21<sup>^</sup></b>	<b>1/1/22<sup>^</sup></b>
Market Manager	\$24.05	\$24.60	\$24.60	\$25.15	\$25.15	\$25.70	\$25.70
Journeyman	23.05	23.60	23.60	24.15	24.15	24.70	24.70
	<b>Current</b>	<b>5/5/19</b>	<b>1/1/20</b>	<b>5/3/20</b>	<b>1/1/21<sup>^</sup></b>	<b>5/2/21<sup>^</sup></b>	<b>1/1/22<sup>^</sup></b>
6 <sup>th</sup> 6 months	19.70	19.70	19.70	19.70	19.70	19.70	
5 <sup>th</sup> 6 months	18.15	18.15	18.15	18.15	18.15	18.15	
4 <sup>th</sup> 6 months	16.60	16.60	16.60	16.60	16.60	16.60	
3 <sup>rd</sup> 6 months	15.06	15.06	15.06	15.06	15.06	15.06	
2 <sup>nd</sup> 6 months	13.51	13.51	13.70	13.70	13.89	13.89	
1 <sup>st</sup> 6 months	12.10	12.10	13.60	13.60	13.79	13.79	

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

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

**6.03 Meat Wrappers:**

For employees hired prior to August 15, 2004: *The progression step hours were not printed, however they still exist for employees that were hired prior to 2004 that transfer between Appendices.*

<b>Classifications</b>	<b>Current</b>	<b>5/5/19</b>	<b>1/1/20</b>	<b>5/3/20</b>	<b>1/1/21<sup>^</sup></b>	<b>5/2/21<sup>^</sup></b>	<b>1/1/22<sup>^</sup></b>
Journeyman	\$20.50	\$21.05	\$21.05	\$21.60	\$21.60	\$22.15	\$22.15
	<b>Current</b>	<b>5/5/19</b>	<b>1/1/20</b>	<b>5/3/20</b>	<b>1/1/21<sup>^</sup></b>	<b>5/2/21<sup>^</sup></b>	<b>1/1/22<sup>^</sup></b>
Next 520 hrs.	13.50	13.50	14.30	14.30	14.49	14.49	
Next 1040 hrs.	12.70	12.70	14.20	14.20	14.39	14.39	
Next 1040 hrs.	12.60	12.60	14.10	14.10	14.29	14.29	
Next 1040 hrs.	12.50	12.50	14.00	14.00	14.19	14.19	
Next 1040 hrs.	12.40	12.40	13.90	13.90	14.09	14.09	
Next 1040 hrs.	12.30	12.30	13.80	13.80	13.99	13.99	
Next 1040 hrs.	12.20	12.20	13.70	13.70	13.89	13.89	
1st 1040 hrs.	12.10	12.10	13.60	13.60	13.79	13.79	

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

6.04 Wrapper employees as covered by this Agreement shall not be permitted to cut or grind fresh meat.

6.05 Sunday Rates: For employees hired prior to December 3, 2010, all work performed on Sundays shall be paid at the rate of time and one-third (1-1/3) of the straight-time hourly rate. Employees hired on or after December 3, 2010 shall receive \$1.00 per hour over the employee's regular straight-time wage rate for all hours worked on Sunday.

6.06 Service Counter Employee - Service Counter employees will be considered a separate classification for all purposes including seniority. Service Counter employees shall not be permitted to cut, bone, or grind fresh meat or perform any wrapping of meat products for preparation for sale in self-service cases. Service Counter employees may cut a steak or roast which has already been processed by a meatcutter to size in order to serve a customer, modify any prepared cut to suit a customer, or use the slicing or cube machines to serve a customer. When a meatcutter or meat wrapper is not on duty, the Service Counter employee may stock the self-service case with products that have been prepared by meatcutters or meat wrappers and are in storage ready for sale. Service Counter employees may perform work in the self-service deli's.

Seafood products may be wrapped and priced in the Service Department and placed in the self-service meat counter or other places in the store for customer purchase, provided the store has a designated Lead Service Counter employee.

Service Counter employees performing work in the self-service deli's shall be paid for such work at the wrapper rate of pay in the corresponding progression bracket. Service Counter employees scheduled to work in the self-service deli's shall have such scheduled time designated on the work schedules.

Lead Service Counter employees shall be a separate classification at the option of the Employer. Service Counter employees assigned to the Lead position shall not lose their seniority status. Seniority shall not apply in the selection of the Lead Service Counter employee. This position shall apply to the employee assigned by management the responsibilities of scheduling and directing the work within the Service Department. Employees assigned the above responsibilities shall be classified as Lead Service Counter employees.

**6.07 Service Counter:**

For employees hired prior to August 15, 2004: *The progression step hours were not printed, however they still exist for employees that were hired prior to 2004 that transfer between Appendices.*

<b>Classifications</b>	<b>Current</b>	<b>5/5/19</b>	<b>1/1/20</b>	<b>5/3/20</b>	<b>1/1/21<sup>^</sup></b>	<b>5/2/21<sup>^</sup></b>	<b>1/1/22<sup>^</sup></b>
Lead S/C	\$16.80	\$17.40	\$17.40	\$18.00	\$18.00	\$18.60	\$18.60
Journeyman	16.30	16.90	16.90	17.50	17.50	18.10	18.10
	<b>Current</b>	<b>5/5/19</b>	<b>1/1/20</b>	<b>5/3/20</b>	<b>1/1/21<sup>^</sup></b>	<b>5/2/21<sup>^</sup></b>	<b>1/1/22<sup>^</sup></b>
Next 520	12.80	12.80	14.30	14.30	14.49	14.49	
Next 1040 hrs.	12.70	12.70	14.20	14.20	14.39	14.39	
Next 1040 hrs.	12.60	12.60	14.10	14.10	14.29	14.29	
Next 1040 hrs.	12.50	12.50	14.00	14.00	14.19	14.19	
Next 1040 hrs.	12.40	12.40	13.90	13.90	14.09	14.09	
Next 1040 hrs.	12.30	12.30	13.80	13.80	13.99	13.99	
Next 1040 hrs.	12.20	12.20	13.70	13.70	13.89	13.89	
1st 1040 hrs.	12.10	12.10	13.60	13.60	13.79	13.79	

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

6.08 The wages for superannuated members shall be determined by the representatives of the Union and the Employer. All steady employees shall be paid on the pay period established by the Employer at least every two (2) weeks. Extra employees who so request from the store manager will have their checks mailed to their last known address.

6.09 For the purpose of computing months of experience under section 6.01 of Article 6, the equivalent of one hundred and seventy-three (173) hours worked in the Retail Meat Industry shall be counted as one (1) month's experience, provided that no employee shall be credited with more than one hundred and seventy-three (173) hours of experience in any one (1) calendar month.

6.10 Sixty (60) days prior to the introduction of any new methods of operation into the bargaining unit that would create the need for a new work classification and rate of pay for such new classification, the Employer shall notify the Union of any such new methods, including a description of work being performed and the wage rate assigned. Any question as to the adequacy of the wage rate established for the new job classification shall be presented in writing by the Union within ten (10) calendar days following the Employer's written notice to the Union, and shall be subject to negotiation and if not agreed upon, shall be subject to the grievance procedure as set forth in Article 14 of this Agreement. If, through the procedure as set forth in Article 14, it is determined that the wage rate assigned by the Employer should be adjusted, such adjustment shall be retroactive to the date that such new method is put into effect. It is mutually agreed that should one party desire expedited arbitration of any grievance arising from this section 6.10, the other party will move in such a manner as to proceed immediately to arbitration.

### **ARTICLE 7 - RETIREMENT PROGRAM**

7.01 During the 2019 negotiations, the parties reached detailed pension agreements which are set forth in Attachment A-1 (Albertsons/Safeway) and 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 agreements.

Each Employer and the Union agree to be bound by the terms and provisions of that certain Trust Agreement creating the Sound Retirement Trust dated January 13, 1966, and as subsequently amended and by all policies and other conditions of participation and eligibility, which may be established from time to time by the Trust's Plan Document, Summary Plan Description, and other pertinent rules, regulations, and Trustee actions. Further, each Employer accepts as his representatives, for the purpose of such Trust Fund, the Employer Trustees who will be appointed by Allied Employers, Inc., to serve 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 and Pension Agreement and as subsequently amended. At such time as the Kroger transfer to the UFCW Consolidated Fund is complete and all of the terms of the Kroger Pension Agreement have been met, Kroger will no longer participate in the Sound Retirement Trust.

7.02 The contributions referred to in Article 18 shall be computed monthly (with a maximum of one hundred and seventy-three (173) hours per calendar month per employee).

7.03 The Union shall have the right to defer any contractual Journeyman wage increase arising during this contract into the Pension Plan. The Union shall decide whether and for how long such deferral will last. Such additional contribution shall go to deficit reduction, and not to increase the benefit credit. The details of the deferral are subject to review and approval by the trustees and trust counsel.

7.04 The total amount due for each calendar month shall be remitted in a lump sum not later than twenty (20) days after the last business day of such month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the determination

of contributions due, the prompt and orderly collection of such amounts, and the accurate reporting and recording of such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for within time specified shall be a breach of this Agreement.

7.05 Vacation hours for continuing employees shall be reported and corresponding contributions paid in accordance with Article 4.

7.06 The Employer shall contribute to the Sound Retirement Trust, on behalf of each member of the bargaining unit, contributions to be calculated on the basis of the number of hours for which the Employer is obligated to pay contributions to the Sound Retirement Trust and in accord with the separate Pension Agreement by and between Allied Employers, Inc. and U.F.C.W. Union Locals 21,367, and 1439, U.F.C.W. International (AFL-CIO) and Teamsters Union Local 38 and by all amendments thereto and this Section.

7.06.1 The parties hereby adopt the Preferred schedule under the Rehabilitation Plan of the Sound Retirement Trust as revised December, 2019 with the Preferred schedule to be effective with respect to those subject to the terms of this collective bargaining agreement as of the date stated in the Rehabilitation Plan and applicable Schedule and the Employer’s active participants will continue to earn benefit accruals until such effective date of the new future service defined benefit variable plan (VAP) under Section 7.07. Until the effective date of the new future service defined benefit variable plan (“Sound VAP Trust”), the Employers will contribute the following amounts:

	7/1/2019	7/1/2020	7/1/2021
Base Rate	\$ 1.00	\$ 1.00	\$ 1.00
Pre-Rehab Rate	\$ 0.60	\$ 0.60	\$ 0.60
Current Rehab Rate	\$ 4.644	\$ 5.375	\$ 6.105
TOTAL	\$ 6.244	\$ 6.975	\$ 7.705

7.06.2 Upon the effective date of the new future service defined benefit variable plan (“Sound VAP Trust”), the Employers will contribute as follows:

- A. The Employer will continue to contribute to the Sound Retirement Trust at the rates stated in the chart in Section 7.06.1 above, LESS 125% of the employer’s contributions on which employee accruals are based per Attachment A-1 to the Health & Welfare and Pension Agreement.

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



each eligible employee to the Sound VAP Trust in accordance with the applicable Attachment A to the parties' Health & Welfare and Pension Agreement. As of the effective date of the new future service defined benefit variable annuity plan (VAP), future service benefit accruals will be earned in the VAP, a multiemployer variable annuity defined benefit plan. Participants' service earned under the Sound Retirement Trust (SRT) and the VAP will be recognized for participation, vesting and benefit eligibility purposes in both plans. In the event of a short plan year running from the transfer date to December 31, the benefit guarantee will apply for the short plan year ending December 31, 2021. The VAP shall operate on a calendar plan year basis. The employer will contribute an amount equal to 125% of the employer's contribution on which employee accruals are based under the Sound Retirement Trust per hour for each eligible participant to the VAP trust plus three cents (\$0.03) per hour. Effective January 1, 2022 this rate will increase by an additional one cent (\$0.01) per hour.

**ARTICLE 8 - SICK LEAVE**

8.01 Employees, during each twelve (12) months following their last date of employment, (after the first (1st) and each succeeding year of continuous employment with their current Employer) shall be entitled as set forth below to paid sick leave at their current regular straight-time hourly rate for bona fide illness or injury.

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

<u>Hours Worked</u>	<u>Hours of Sick Leave Pay</u>
1248 to 1679	24
1680 to 1999	32
2000 or more	40

8.03 Sick leave pay, to the extent it has been earned, shall begin on the third (3rd) working day of illness or injury, or first (1st) day of hospital confinement, shall continue for each working day of illness or injury there after, and shall be in an amount per day equal to the average number of straight-time hours worked per day by the employee during the past twelve (12) months; provided 1) the daily total of sick leave pay under this section and disability payments provided by the Health and Welfare plan shall not exceed the contract rate for one (1) eight (8) hour day; and 2) not more than five (5) days sick leave pay shall be required in any one (1) workweek. Sick leave pay shall be paid on a six (6) day week but not to exceed forty (40) hours pay in any one (1) week. For purposes of this Article, disabling outpatient surgery will be treated as hospitalization.

8.04 Sick leave pay shall be cumulative from year to year, but not to exceed a maximum of one hundred and sixty (160) hours. Sick leave pay must be earned by employment with one Employer.

8.05 A doctor's certificate or other authoritative verification of illness may be required by the Employer and, if so, must be presented by the employee not more than forty-eight (48) hours after return to work. If the employee is absent more than two (2) scheduled days, such verification must be presented prior to return to work, provided the Employer has given the employee reasonable advance notice.

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

8.07 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 Workmen's Compensation benefits paid to an employee in any calendar week will not exceed the average earnings of that employee for the six (6) workweeks prior to his/her absence.

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

8.09 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 8.01 through 8.08 above.

## **ARTICLE 9 - JURY DUTY**

9.01 After their first (1st) year of employment, employees who are regularly employed twenty-four (24) hours or more per week who are called for service on a superior court or federal district court jury shall be excused from work for the days on which they serve and shall be paid the difference between the fee they receive for such service and the amount of straight-time earnings lost by reason of such service up to a limit of eight (8) hours per day and forty (40) hours per week; provided, however, that an employee called for jury duty who is temporarily excused from attendance at court must report for work if sufficient time remains after such excuse to permit him to report to his place of work and work at least one-half (1/2) of his normal workday. Employees who have served a full day as juror, and who are scheduled to commence work after 5:00 P.M., shall not be required to report to work that day. In order to be eligible for such payment, the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of jury pay received. This clause shall not apply to an employee who volunteers for jury duty.

9.01.1 Witness Duty - Employees required to appear in court or in legal proceedings on behalf of their Employer during unscheduled hours shall receive compensation at their regular straight-time hourly rate of pay only for the time spent in making such appearance, less any witness fees received. No other provision in this Agreement shall apply to this section.

9.01.2 If an employee is required to appear on behalf of his/her Employer during regular scheduled hours, he/she shall receive compensation at their regular straight-time hourly rate of pay for the time spent in making such appearance, less any witness fees. In this event, these hours will be considered compensable hours under the terms of this Agreement.

## **ARTICLE 10 - APPRENTICES**

10.01 Matters concerning apprentices shall be as provided in the Seattle Meat Cutters Joint Apprenticeship Standards as approved by the Joint Apprenticeship Committee and the Washington State Apprenticeship Council, and apprentices shall be allowed on the following basis: One (1) to a market where two (2) Journeymen are employed; two (2) where five (5) Journeymen are employed; three (3) where ten (10) Journeymen are employed. Three (3) shall be the maximum apprentices to any shop regardless of the number of Journeymen.

10.01.1 Notwithstanding the above, apprentice meatcutters may work alone during their entire apprenticeship period.

10.02 Shops whose owners work with the tools of the trade and work the major part of the day and employing one (1) Journeyman shall be entitled to one (1) apprentice.

## **ARTICLE 11 - SENIORITY, LAYOFFS AND DISCHARGES**

11.01 Seniority shall prevail in layoffs for all employees after working 435 compensated hours within a 150 consecutive calendar day period or a consecutive 21-week period. Once an employee has worked 435 compensated hours in 150 calendar days or 21 weeks, his or her seniority will date back to the date the 150 calendar days or 21 weeks began. An employee's seniority date shall also be considered their anniversary date for all purposes under this Agreement. Each Employer shall have the option, on a company-wide basis, of applying either the 150 consecutive calendar day period or a 21 consecutive week period under this section. The seniority status of employees hired on the same day shall be determined by the Employer with notification to the Union.

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

11.02 In the event of a layoff, the last employee hired shall be the first (1st) laid off, and the last employee laid off shall be the first (1st) rehired; provided that qualifications are substantially equal, that the employee is available, and reports for work within twenty-four (24) hours following receipt of notification to report for work.

11.03 Seniority shall be broken and the employee's service shall be terminated for the following reasons:

11.03.1 Voluntary quit;

11.03.2 Discharge in accordance with sections 11.07 and 11.07.1;

11.03.3 Absence caused by a layoff in excess of six (6) months;

11.03.4 Absence caused by an illness or non-occupational injury of more than nine (9) months unless a longer period is mutually agreed upon between the Employer and the Union;

11.03.5 Absence caused by an occupational injury of more than eighteen (18) months unless a longer period is mutually agreed upon between the Employer and the Union;

11.03.6 Failure to return from a leave of absence in accordance with Article 12.

11.04 There shall be established three (3) separate seniority groups: 1) Journeyperson Meatcutters and Apprentice Meatcutters; 2) Wrappers; 3) Service Counter Employees.

11.04.1 Wrappers desirous of promotion to Apprentice Meatcutter status shall make their desires known to the company, in writing, and such employees shall be given first consideration for such vacancies. Selection to fill the vacancies shall be made on the basis of company seniority within the geographical jurisdiction of the Local Union, ability and qualifications being relatively equal.

11.04.2 A wrapper promoted to Apprentice Meatcutter shall have a ninety (90) day trial period. Said trial period shall not jeopardize the employee's former classification or seniority. There shall be no reduction in pay to any wrapper as a result of promotion to Apprentice Meatcutter, i.e., the Wrapper rate of pay shall apply until such time as the Apprentice rate exceeds the Wrapper rate, at which time the Apprentice rate shall apply.

11.04.3 Service Counter employees desirous of promotion to Wrapper or Apprentice Meatcutter shall make their desires known to the company, in writing, and such employees shall be given first consideration for such vacancies. Selection to fill the vacancies shall be made on the basis of company seniority within the geographical jurisdiction of the Local Union, ability and qualifications being relatively equal.

11.04.4 A Service Counter employee promoted to Wrapper or Apprentice Meatcutter shall have a ninety (90) day trial period. Said trial period shall not jeopardize the employee's former classification or seniority. There shall be no reduction in pay to any Service Counter employee as a result of promotion to Wrapper or Apprentice Meatcutter, i.e., the Service Counter employee rate of pay shall apply until such time as the Wrapper/ Apprentice Meatcutter rate exceeds the Service Counter rate, at which time the Wrapper/Apprentice Meatcutter rate shall apply.

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

11.05 Journeymen promoted to Head Meat Cutter shall not lose their seniority status. Seniority shall not apply in the selection of Head Meat Cutter.

11.06 For the purpose of the above paragraphs of this section, seniority shall prevail on a company-wide or a company-district basis within the jurisdiction of this Agreement, except as provided in Section 11.08; provided, where an employee is transferred to a different area with the same Employer within the geographic jurisdiction covered by the Collective Bargaining Agreements between the Employer and United Food and Commercial Workers Local Union #21 and #367, the transferred employee shall retain all seniority rights with the Employer but shall not be entitled to exercise such rights until the expiration of six (6) months after the date of transfer, at which time his or her seniority shall be based upon the original seniority date with the Employer, regardless of area. However, during such period of six (6) months the transferred employee shall accrue seniority rights in the new area from the date of transfer and shall retain all seniority rights in the area from which he or she was transferred. Such transfers shall be by mutual agreement between the Employer and employee. The affected Local Unions shall be notified of such transfers.

11.06.1 If the transferred employee is laid off in the new area (prior to the six (6) month period), he or she shall have the option of either remaining on layoff in the new area or returning to the original area in accordance with his or her seniority. The option to return to the original area must be exercised, in writing to the Employer, within two (2) weeks of layoff in the new area or this option is waived and no longer applicable. A reduction of weekly hours shall not be considered a layoff.

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

11.06.3 If the transferred employee is recalled to the new area, he or she shall then have the option of returning to the new area or remaining in the original area; provided:

(a) If the employee chooses not to accept recall to the new area, all seniority rights in that area are forfeited.

(b) If the employee chooses to accept recall to the new area, the total accumulated time since the original transfer date shall apply to the six (6) month period.

11.06.4 Once the six (6) month period is completed in accordance with the above, the employee shall be considered transferred and shall have no rights to return to the original area.

11.07 The Employer reserves the right to discharge or discipline any person for just cause.

11.07.1 After an employee has acquired seniority, the Employer shall give the employee one (1) written warning, with a copy to the Union, prior to discharge, except in cases of discharge for drunkenness, dishonesty or other just cause. A warning notice shall not remain in effect for a period of more than six (6) months.

11.07.2 The first ninety (90) days shall be considered a probationary period in which an employee may be terminated and such termination shall not be subject to the grievance procedure. 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.

11.08 Seniority for Service Counter employees shall be applied on an individual store basis, provided further, where, on an individual store basis, there is a reduction in the number of employees who hold seniority within the Service Counter employee classification, the affected employee so reduced may displace the most junior employee of the Employer in the same classification within the geographical jurisdiction covered by this Agreement, provided qualifications and ability are equal. A layoff is defined as two consecutive weeks that an employee is not shown on the weekly work schedule. In the event of a store closure, the affected employees shall be considered laid off at the time of the closure.

11.09 Employees laid off in one seniority group shall be given the opportunity to accept a permanent vacancy in a lower seniority group before hiring a new employee for such vacancy.

11.09.1 If the laid off employee accepts the vacancy, he shall be considered as a new employee in such seniority group, including probationary period, seniority, and wages, but shall retain his seniority in the seniority group from which he was laid off for six (6) months as provided in Section 11.03.1. The laid off employees shall retain their length of service with the company for purposes of vacations, sick leave, leave of absence, and jury duty. If the laid off employee remains in the new seniority group for six (6) months, he shall then retain his original seniority date.

11.09.2 If the laid off employee is recalled to a permanent vacancy in the seniority group from which he was laid off, he shall have the option of returning to his original seniority group, at which time he shall relinquish all seniority rights in the new seniority group or remain in the new seniority group, at which time he shall relinquish all seniority rights in the original seniority group.

## **ARTICLE 12 - LEAVE OF ABSENCE**

12.01 Regular employees with one (1) year or more of continuous service shall be entitled to a leave of absence without pay for the following bona fide reasons:

12.01.1 Illness or non-occupational injury which requires absence from work;

12.01.2 Serious illness or injury in the employee's immediate family.

12.01.3 When one of the reasons above are given for a requested leave of absence, the employee will, upon request from the Employer, provide the Employer with a doctor's verification.

12.02 Leaves for personal reasons may be granted by agreement between the Union, the Employer, and the employee, regardless of length of service.

12.02.1 Union stewards may be granted up to two (2) unpaid days off per calendar year to attend Union functions. Only one (1) shop steward per store location may be granted this time off.

12.03 Any request for a leave of absence under the terms of sections 12.01 and 12.02 shall be in writing and state the following information:

12.03.1 Reason for such request;

12.03.2 Date leave is to begin; and,

12.03.3 Date of return to work.

12.04 Any leave of absence, with the exception of section 12.01.2, may run to a maximum of nine (9) months unless a longer period is mutually agreed upon between the Employer and the Union.

12.05 Leaves due to occupational injuries shall be granted for a period up to eighteen (18) months unless a longer period is mutually agreed upon between the Employer and the Union.

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

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

12.07 Any employee who fails to return to work at the end of a leave of absence shall be terminated.

12.08 The Employer shall give to the employee, with a copy to the Union, a letter stating all of the conditions agreed upon for such leave of absence.

12.09 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.

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

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

13.02 The Employer shall bear the expense of furnishing and laundering aprons, shop coats, and smocks, for all employees under this Agreement. If an Employer requires employees to wear uniforms or other type of apparel, the Employer shall bear the expense of furnishing a minimum of three (3) per employee. Where the apparel is of a drip dry fabric, the employee shall launder his or her own. Worn or damaged uniforms shall be replaced in a timely manner.

13.02.1 The Employer shall bear the expense of sharpening tools for all employees coming under this Agreement.

13.03 Employees relieving others for lunch and using their own cars shall be paid at the current local federal car allowance rate.

13.04 Required store meetings shall be paid for at the straight-time hourly rate, and shall be considered time worked for the purpose of computing weekly overtime in accordance with the provisions of the Agreement. Article 2.03 and 2.04 shall not apply to this provision.

13.04.1 Employees required to attend such meetings on their day off, or who have been called back after an hour of off-duty time shall receive a minimum of a two (2) hour call-in for such meetings.

### **ARTICLE 14 - GRIEVANCES**

14.01 All matters pertaining to the proper application and interpretation of any and all of the provisions of this Agreement shall be adjusted by the accredited representative of the Employer and the accredited representatives of the Union. In the event of the failure of these parties to reach a satisfactory adjustment within fifteen (15) calendar days, the matter shall be referred for final adjustment to a Labor Relations Committee selected as follows: Two (2) members from the Employer and two (2) members from the Union, and the decision of this Committee shall be final and binding. In the event the Labor Relations Committee fails to reach an agreement within fifteen (15) days, the moving party must, within seven (7) days thereafter, refer the grievance to arbitration by written notice to the other party.

When selecting an arbitrator, the parties shall take turns striking names off the list of the following permanent panel:



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

The arbitrator's Decision and Award shall be final and binding upon both parties to this Agreement and shall be rendered within thirty (30) days from the close of the arbitration hearing or the arbitrator's receipt of the post-hearing briefs, whichever is later. If the arbitrator does not render his decision within said thirty (30) days, neither party will be required to compensate the arbitrator. Payment of the arbitrator's fee shall be borne by the losing party. The parties agree that the arbitrator has the authority to determine appropriate proration of this cost in the event of a split decision and award. The arbitrator should be made aware of the requirements of this provision at the time of selection. The Labor Relations Committee as thus constituted shall have no power to add to, subtract from or change or modify any provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they apply to the specific facts of the issue in dispute.

14.01.1 In cases where it is concluded that an employee has been improperly discharged, the arbitrator may reinstate the improperly discharged employee. The arbitrator may not render an award which requires the Employer to pay an improperly discharged or suspended employee

for time that the employee has not actually worked in excess of the wage and benefits the employee would have earned had he worked his normal schedule during the one hundred and eighty (180) calendar days immediately following the date of discharge or suspension.

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

14.02 During the process of making adjustments under the rule and procedure set forth in section 14.01 above, no strike or lockout shall occur.

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

within the ninety (90) day period immediately preceding the date upon which the Employer received notice in writing of the claim.

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

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

14.06 No employee shall be dismissed for upholding Union principles.

### **ARTICLE 15 - GENERAL POLICY**

15.01 The Employers agree to display conspicuously the Union Shop Card, which is the property of the Union and may be withdrawn for violation of this Agreement.

15.02 In cases of two (2) or more partners in a market, only one (1) shall be recognized as owner. Members of the Union are free to accept employment anywhere without discrimination by any Employer.

15.03 The jurisdiction of Local No. 21 covers, on an as-needed basis, the cutting, handling, pricing and sale of all meats, fish, poultry and rabbits in the area covered by this Agreement in either service or self-service markets.

15.03.1 Items currently considered Meat Department items shall continue to be considered Meat Department items, and new items of a like nature, whether fresh, frozen, pre-cut, pre-priced, etc., shall be within the jurisdiction of Local No. 21 as described above, regardless of where they may be offered for sale.

15.04 The Employer shall be responsible for payment of 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.

15.05 Drug Testing - The Employer may require the employee to submit to a legally recognized drug or alcohol test at the Employer's expense if the Employer has reasonable grounds to believe the employee is under the influence of alcohol or drugs. Reasonable grounds will not be required for drug or alcohol testing when an employee suffers an on-the-job injury. An employee who tests positive shall be entitled to have a second test performed using a different disclosure method to verify the accuracy of the test results. Time spent in such testing shall be on Company time; however, any employee refusing to submit to a drug or alcohol test shall be taken off the clock effective with the time of the Employer's request. An employee who refuses to take a drug or alcohol test upon request shall be subject to termination.

## **ARTICLE 16 - SEPARABILITY**

16.01 If any section or paragraph of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The section or paragraph held invalid shall, upon a sixty (60) day written notice by either party be renegotiated for the purpose of an adequate replacement.

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

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

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

## **ARTICLE 18 - HEALTH AND WELFARE**

18.01 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 (formerly Retail Clerks Welfare 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 Trust's Summary Plan Description, and other pertinent rules, regulations, 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. The Employer and the Union also agree to be bound by the terms of the parties' Health & Welfare and Pension Agreement and all subsequent revisions or amendments thereto.

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

18.03 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 Sound Health & Wellness Trust, dated June 18, 1957, and as may be subsequently amended.

18.04 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.

18.04.1 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.

18.05 Vacation hours for continuing employees shall be reported and corresponding contributions paid in accordance with Article 4, section 4.11.

#### **ARTICLE 19 - BEREAVEMENT LEAVE**

19.01 When seniority is acquired, employees shall be allowed up to three (3) days off with pay for loss of their normal scheduled days of work due to the death of an immediate member of their family. Immediate family shall be defined as spouse, son, daughter, mother, father, brother, sister, mother-in-law or father-in-law, grandparents, stepchildren, grandchildren, current step-mother, current step-father, domestic partner or relatives residing with the employee. Bereavement leave will be paid only with respect to a workday on which the employee would otherwise have worked and shall not apply to an employee's scheduled day off, holidays, vacation or any other day in which the employee would not in any event have worked. Bereavement leave shall be paid for at the employee's regular straight-time hourly rate.

#### **ARTICLE 20 - NO STRIKES OR LOCKOUTS**

20.01 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 violation of this Agreement nor shall it be cause for discharge or discipline for an employee to refuse to cross a primary picket line including, but not limited to, a primary picket line at the Employer's premises.

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

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

21.2 In addition to the store level safety committees, the Employer and the Unions will jointly set up a Master Safety Committee, made up of (2) members from each Union (UFCW Local 21, UFCW Local 367, and Teamsters Local 38), and up to an equal number of members from the

Company. If necessary to address certain issues at a workplace either party may invite guests, with prior approval of the committee.

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

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

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

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

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

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

## **ARTICLE 22 - TERMINATION OF AGREEMENT**

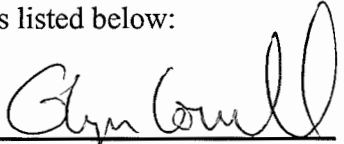
22.01 This Agreement shall be in full effect and binding upon both parties from May 5, 2019 through May 7, 2022. It shall automatically renew itself thereafter from year to year unless opened by either party upon sixty (60) days written notice prior to the expiration date. If the negotiating period extends beyond the sixty (60) days, the Agreement finally reached shall be retroactive to the date following the expiration of the old Agreement.

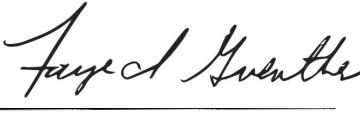
22.02 If any owner or Employer hereunder sells, leases, or transfers his business or any part thereof, whether voluntary, involuntary or by operation of law, it shall be his obligation to advise the successor, lessee, or transferee of the existence of this Agreement and shall be obligated to retain the employees with their seniority intact and shall assume all other obligations of this Agreement including, but not limited to, all of the obligations owing for the fringe benefits, Health and Welfare, Prescription Drug, Dental and Pension Trusts.

IN WITNESS WHEREOF, we attach our signatures this 3<sup>rd</sup> day of January, 2021. 2022

Glyn Correll  
For and on behalf of the  
firms listed below:

UNITED FOOD AND COMMERCIAL  
WORKERS UNION LOCAL #21,

BY   
Glyn Correll  
Owner

BY   
Faye Guenther  
President

FIRMS PARTY TO THIS AGREEMENT  
Ralph's Red Apple

**LETTER OF UNDERSTANDING #1**  
**SCHEDULING**

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This Agreement is to confirm the resolution of a dispute that has arisen between UFCW Local 81 and Fred Meyer, Inc., over the proper method of scheduling meat cutters and meat wrappers. The dispute concerned the proper application of three prior unpublished arbitration awards: *Food Industry, Inc. and A.M.C. Local 81* (Peck, 1966), *Allied Employers, Inc. and A.M.C. Local 81* (Gillingham, 1970), and *Olson's Foods, Inc. and UFCW Local 44* (Tinning, 1995). The parties agree to resolve their dispute as follows:

The Employers agree that the Tinning decision is null and void and that Meat scheduling must be carried out according to the Peck and Gillingham decisions (daily seniority) as per the practice in the industry over the last three decades. In consideration for that agreement, the Unions agree that the Employer may schedule Meat department employees for forty hours per week Sunday through Saturday (instead of Monday through Saturday).

Because the involved language is identical to language in several other labor agreements in Western Washington, and given that the parties to those agreements agree that this is a fair and proper resolution of the dispute, it is the intent of all parties below that this Agreement shall apply to each of the labor agreements listed in Attachment A.

AGREED this 23<sup>rd</sup> day of April, 2001.

UNITED FOOD AND COMMERCIAL  
WORKERS UNION LOCAL 81

BY (s) Michael J. Williams

UNITED FOOD AND COMMERCIAL  
WORKERS UNION LOCAL 367

BY (s) Teresa M. Iverson

UNITED FOOD AND COMMERCIAL  
WORKERS UNION LOCAL 44

BY (s) Michael P. Hatfield

ALLIED EMPLOYERS, INC.

*For and on behalf of:*

Albertson's, Inc.

Brown & Cole Stores

Everybodys

Fred Meyer, Inc.

Fullers

Haggen, Inc.

KKLD, Inc.

QFC

Safeway, Inc.

Stormans, Inc.

Swanson Foods, Inc.

BY (s) Scott K. Powers

**LETTER OF UNDERSTANDING #2**

**SELF-SERVICE DELI JURISDICTION**

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It is agreed that those Employers who are currently using employees covered by this labor agreement (formerly members of Local #81) in their self-service delis shall continue to do so regardless of where located. This understanding shall not apply to Fred Meyer, Inc., previous stores owned by Lucky Stores, Inc. and now owned and operated by Employers party to this Agreement, or any other Employer who is currently (effective July 10, 1977) using members of any other bargaining units in their self-service delis.



## **LETTER OF UNDERSTANDING #3**

### **APPRENTICES**

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It was agreed during negotiations that if any Employer could not comply with the Apprentice to Journeyman ratios provided for in Article 10, Section 10.01, but was desirous of employing an Apprentice(s), the Union and Employer would meet and discuss the waiver of said ratios.

## **LETTER OF UNDERSTANDING #4**

### **NO STRIKES OR LOCKOUTS**

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During our most recent negotiations there was much discussion concerning the proper interpretation and application of Article 20 - No Strikes or Lockouts provision in the Labor Agreement between Ralph's Red Apple on behalf of its members, and UFCW Union Local #21. This letter is to confirm the parties' agreement that in the event a primary labor union picket line at the Employer's premises is established to support a legal strike and such picket line has been approved by UFCW Union Local #21, Article 20 permits the employees covered under our Labor Agreement to refuse to cross such primary labor union picket line, provided, however if such picket line is removed and thereafter reestablished during the same labor dispute, such picket line will not be considered a sanctioned picket line by UFCW Union Local #21.

**LETTER OF UNDERSTANDING #5**

**DESIGNATION OF UNION REPRESENTATIVE**

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This is to confirm that during the recent negotiations the Employers confirmed the Union's right to designate their Union Stewards. The parties also agreed that such designation of authority or responsibility shall not interfere with the normal performance of the employee's work.

**LETTER OF UNDERSTANDING #6**  
**SERVICE COUNTER EMPLOYEE**  
**(Hired prior to June 4, 1986 and prior to May 11, 1989)**

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The wage rates were deleted for Lead Service and Service Counter employees hired prior to June 4, 1986, and prior to May 11, 1989, because of a conclusion that there are no longer any apprentice employees that were hired prior to such dates. However, in the event there is an Apprentice Service Counter employee that has not yet achieved the Thereafter rate, the appropriate adjustment shall be made by applying the appropriate increases to the deleted 3120 hour progression brackets.

This agreement would also apply to any Lead Service or Thereafter employee hired prior to the above referenced dates.

## **LETTER OF UNDERSTANDING #7**

### **CORPORATE CAMPAIGN**

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This Letter of Understanding is by and between Ralph's Red Apple on behalf of its members and UFCW Union Local #21 and it should be considered as incorporated by reference as part of the Collective Bargaining Agreement. The Agreement is as follows:

The Employers signatory hereto and the UFCW Locals, during the negotiations for the Clerks and Meatcutters Agreement in Puget Sound, believe they have a good faith working relationship and will not take any action to depart from that relationship or take any action inconsistent with maintaining that relationship. Consistent with its duty of fair representation under the Agreements and their grievance procedures, UFCW Local #21 will not be a party to, instigate or support class action litigation (except charges with the National Labor Relations Board) or engage in any type of corporate campaign against any involved Employer.

It is also recognized that various monies from the Local Unions are paid to UFCW International Union funds. The Local does not control such funds. Consequently, the UFCW International Union's use of those funds for purposes contrary to this Agreement will not be a violation of this Agreement.

## **LETTER OF UNDERSTANDING #8**

### **MOST FAVORED NATIONS**

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This Letter of Understanding is by and between Ralph's Red Apple on behalf of its members and UFCW Union Local #21 and it should be considered as incorporated by reference as part of the Collective Bargaining Agreement. The Agreement is as follows:

Should the Union at any time after the date of this Agreement enter into a renewal agreement, or any extension thereof, covering any grocery store(s) within the geographic area covered by this Agreement based upon a settlement of new terms negotiated after the date of this Agreement which are more advantageous to such grocery store(s), the Employer party to this Agreement shall be privileged to adopt any such settlement in its entirety, provided the Employer has sent written notice to the Union calling the matter to its attention. (N/A to new store openings.)

## LETTER OF UNDERSTANDING #9

### DUES CHECK-OFF

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1. Add 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 three (3) equal installments and remitted to the Local Union monthly.
  - c. It is understood the Employer is not liable in any manner if the employee is not on the payroll at the time deductions are being processed.
  - d. Indemnify and Hold Harmless:

The Union shall indemnify and hold the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company in reliance upon signed authorization cards furnished to the Company by the Union or for the purpose of complying with any of the provisions of this Article.
2. The involved Employers shall be granted a reasonable period to adopt administrative and payroll procedures to accommodate this agreement.
3. Active Ballot Club - For employees who voluntarily authorize a contribution to the UFCW Active Ballot Club political action committee, the Employer agrees to deduct the authorized amount each payroll period on a payroll deduction basis and forward same to the Union monthly.

**LETTER OF UNDERSTANDING #10**

**DOCTOR'S NOTES**

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The Employers agree that they will not automatically require doctor's notes when employees call in sick.



## LETTER OF UNDERSTANDING #11

### UNION JURISDICTION

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This is to confirm our understanding as to the application of section 2.05.

As agreed during previous negotiations, the work of the bargaining unit, (i.e., jurisdiction of Local #21), shall be performed only by members of the bargaining unit. For the purpose of this section and Article 15, the term "handling" includes, but is not limited to, the placing or removing of product from display or cooler areas, except as provided for in section 2.05.

In the event of a first violation of this understanding, the Employer shall pay to the Local Union, for equal distribution to all regular bargaining unit employees employed at the market where the violation occurred, one day's pay (8 hours total) at the Journeyman Meat Cutters' rate applicable on the day of the violation.

In the event of a second or subsequent violation at the same location, the Employer shall pay to the Local Union for disbursement to all regular bargaining unit members employed at the market where the violation occurred, one day's pay for each bargaining unit member employed at the market where the violation occurred, at the applicable rate of pay for the day upon which the violation occurred.

Penalties will not apply to the following:

- a) Bleeders or broken package removal;
- b) Orders that the Meat Cutter had put up, with the customer's name attached, and put in the cooler;
- c) Covering the product at night;
- d) Removal during total loss of refrigeration;
- e) Placing of products that have been prepared by meat department employees and are in storage ready for sale, in the meat counter.

Further, it is agreed that a permanent arbitration panel shall be established consisting of five (5) members as mutually selected by the office of the employer, and the Union, the Union striking two (2) names, then the Employer striking two (2).

All grievances that cannot be resolved through a meeting with the parties involved shall be submitted to one of the persons on the five (5) person panel in not more than thirty (30) days from the date such grievance is filed with the representative of the Employer.

It is agreed that a first violation or subsequent violation shall not be in effect for more than eighteen (18) months from the date of the violation.

It is further agreed that should the losing party in the process above described fail to comply with the decision of the arbitrator within a reasonable time, the other party shall have the right to take economic action, notwithstanding any provision of the Agreement to the contrary.

## **LETTER OF UNDERSTANDING #12**

### **SCHEDULED DAYS OFF**

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When an employee requests a day off in advance of the schedule being written and the request is granted, the Employer will endeavor to work with the employee so that there is not a reduction in hours because of the request. (This LU shall not be subject to the grievance procedure).

**LETTER OF UNDERSTANDING #13**  
**GRIEVANCE PROCEDURE**

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All parties would benefit from a dispute resolution procedure that is both more timely and more efficient. To that end, the parties agree to the following:

1. All disputes that are resolved at the store level (whether a formal grievance has been filed or not) shall be on a non-precedent basis (unless otherwise expressly stated in writing) and shall not be used by any party in any other situation or procedure regarding another employee or union agent and any manager or supervisor at the store or regional level.
2. The parties should strive to share factual details regarding a grievance (or pre-grievance issue) as early as possible in the process. The filing party should provide as much detail as possible in the original grievance or soon thereafter. The responding party should provide as much detail as possible with its response. This will allow both parties to more effectively investigate and assess the grievance and hopefully resolve the matter short of needing an in-person grievance meeting.
3. Written warnings need not be processed beyond the union filing a grievance in order to preserve the union's right to challenge the warning if it is used as progressive discipline in the future.

## **LETTER OF UNDERSTANDING #14**

### **SCHEDULING PRACTICES**

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The Employer agrees to continue its current scheduling practices of posting a work schedule for all regular full-time and regular part-time employees before 6:00 p.m. on Thursday of the preceding workweek.

**LETTER OF UNDERSTANDING #15**

**OPTIONAL VOLUNTARY BUYOUT**

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The parties agree that the Employer may offer voluntary buyout opportunities to employees at any time(s) during the term of this agreement. In the event such voluntary buyouts are offered during the term of this agreement, the Company agrees to provide advance notice to the Union concerning the buyout components, the terms of the offer(s), and the timing of any offering(s), and to allow the Union to attend employee meetings regarding this issue.

**LETTER OF UNDERSTANDING #16**

**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.

**LETTER OF UNDERSTANDING #17**

**BENEFITS FOR WORKERS WITH DISABILITIES**

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

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



**LETTER OF UNDERSTANDING #18**

**JOINT LABOR MANAGEMENT COMMITTEES**

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

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

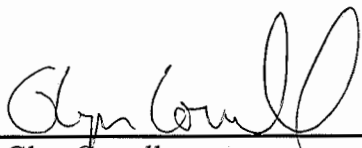
The parties hereby agree to the following Letters of Understanding:

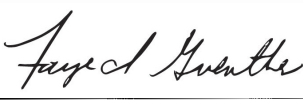
- LETTER OF UNDERSTANDING #1: Scheduling
- LETTER OF UNDERSTANDING #2: Self-Service Deli Jurisdiction
- LETTER OF UNDERSTANDING #3: Apprentices
- LETTER OF UNDERSTANDING #4: No Strikes or Lockouts
- LETTER OF UNDERSTANDING #5: Designation of Union Representative
- LETTER OF UNDERSTANDING #6: Service Counter Employees
- LETTER OF UNDERSTANDING #7: Corporate Campaign
- LETTER OF UNDERSTANDING #8: Most Favored Nations
- LETTER OF UNDERSTANDING #9: Dues Check-Off
- LETTER OF UNDERSTANDING #10: Doctor's Notes
- LETTER OF UNDERSTANDING #11: Union Jurisdiction
- LETTER OF UNDERSTANDING # 12: Scheduled Days Off
- LETTER OF UNDERSTANDING # 13: Grievance Procedure
- LETTER OF UNDERSTANDING # 14: Scheduling Practices
- LETTER OF UNDERSTANDING # 15: Optional Voluntary Buyout
- LETTER OF UNDERSTANDING #16: Investment in Workforce Development  
WeTrain Non-Profit
- LETTER OF UNDERSTANDING #17: Benefits for Workers with Disabilities
- LETTER OF UNDERSTANDING #18: Joint Labor Management Committees

CONFIRMED: Jan. 03, 2022 (Date)

Ralph's Red Apple

UNITED FOOD & COMMERCIAL  
WORKERS UNION LOCAL #21

BY   
Glyn Correll  
Owner

BY   
Faye Guenther  
President