

Agreement by and between

UFCW 3000

and

Ray's Meats

(Yakima)

Office

Effective: 7/2/2019 - 7/1/2022

UFCW3000

Faye Guenther, President • Joe Mizrahi, Secretary-Treasurer

WEINGARTEN RIGHTS

Your Right to Union Representation

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

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

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

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

Discipline? Contract violations?

Call the Member Resource Center

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

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

INDIVIDUAL AGREEMENT
By and Between
UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1439
and
Ray's Meats

This Agreement is made and entered into this 20th day of February 2020 between United Food and Commercial Workers Union Local 1439, party of the first part, hereinafter referred to as the Union, and Rays Meats, Inc, party of the second part, hereinafter referred to as the Employer. The parties hereto hereby agree as follows:

ARTICLE 1 - RECOGNITION

1.1 The Employer recognizes, during the term of this Agreement, the Union as the sole and exclusive bargaining agency for all Maintenance, Purchasing, Clerical and Sales employees excluding the owner, manager, Meat Cutters and Utility Clerks and all other employees.

ARTICLE 2 - UNION MEMBERSHIP

2.1 It is understood and agreed that regular employees, lessees, and any other employees who may otherwise be eligible for Union membership and who desire to be covered by the terms of this Agreement, shall become and remain members in good standing in the Union by paying uniform dues, fees, and assessments as required for membership in the Union.

ARTICLE 3 - HEALTH AND WELFARE - PRESCRIPTION DRUG – DENTAL

3.1 Effective January 1, 2004, health and welfare coverage was converted from the Retail Clerks Welfare Trust to the UFCW Health and Welfare Trust Fund with the following provisions:

3.1.1 Employees employed on January 1, 2004 shall have \$15,000.00 life/AD&D.

3.2 The Employer agreed to provide the same level of coverage and make the same contributions as provided in the Spokane Retail Grocery and Meat agreements. Any modifications in coverage shall be effective on the same dates such modifications becomes effective under the Spokane Area Retail Grocery and Meat Agreements. Subject to the contribution set by the UFCW Health and Welfare Trust Fund. The Employer agrees to increase its monthly contribution to the jointly administered Trust fund, on an annual basis as required to maintain benefits.

3.3 The Employer shall contribute the applicable premium each month for health and welfare, time loss, and vision benefits into a jointly administered trust fund, the United Food and Commercial Workers Welfare Trust, on behalf of each employee who worked eighty (80) hours or more during the preceding month.

3.4 The Employer shall contribute the applicable premium each month for a prescription drug benefit into a jointly administered trust fund on behalf of each employee who worked eighty (80) hours or more during the preceding month.

3.5 The benefits provided by the plan specified in paragraph 3.3 and 3.4 shall become effective for a new employee on the first (1st) day of the month or reported period following the fourth (4th) consecutive month or reporting period in which the Employer was obligated to make contributions to this Trust Fund on behalf of said employees.

3.6 The Employer shall contribute the applicable premium each month for dental benefits into a jointly administered trust fund on behalf of each employee who worked eighty (80) hours or more during the preceding month. New hires are eligible to receive dental contributions and benefits only after completing six (6) consecutive months' employment. The Employer shall be required to make dental contributions on the sixth (6th) month of the new hire's employment for benefits to commence on the first (1st) day of the seventh (7th) month. Ray's Wholesale Meats will provide full maintenance of existing coverage level of benefits during the term of this contract.

3.7 Monthly premium contributions are due and payable on or before the twentieth (20th) day of each month for the preceding month and contributions will be delinquent if not paid by the twenty-fifth (25th) day, which delinquency will be a violation of this Agreement.

3.7.1 Notwithstanding the provisions of paragraph 3.8, the Board of Trustees of the United Food and Commercial Workers Welfare Trust shall establish and enforce, as an alternate method of contribution, a method for reporting contributions on an accounting period basis rather than a calendar month basis. In such case, the eighty (80) hour provision shall be appropriately adjusted, as directed by the Trustee. 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. In the event this alternate system deprives the employee of benefits that would otherwise have been covered on a calendar basis, the Employer is obligated to make the remittance for such employee to the Trust Fund.

3.8 The Employer and the Union agree to be bound by the terms and provisions of that certain revised and restated Trust Agreement effective March 21, 1985, dated August 28, 1987 (date of initial execution, April 1, 1963), creating the United Food and Commercial Workers Welfare Trust, and agree to be bound by the Trust Agreement and all amendments thereto, heretofore or here after adopted. The Employer further agrees to accept as his representatives the Employer Trustees serving on the Board of Trustees of said Trust and their lawful successors.

3.9 In the event of the passage of Federal legislation during the term of this Agreement, implementing a National Health Program, the Employer shall assume the entire cost thereof. If such National Health Program does not provide the same level of benefits then existing under the United Food and Commercial Workers Welfare Trust, the employer shall continue to pay hourly contributions to the United Food and Commercial Workers Welfare Trust in an amount to fund the difference.

3.10 The Employer will contribute the amount necessary for full maintenance of benefits during the term of this contract,

3.11 "Hours worked" for the purpose of establishing the eighty hours or more eligibility for continuing employees, shall include all hours for which employees receive compensation as required by this Agreement.

ARTICLE 4 - GENERAL PROVISIONS

4.1 No employee shall suffer any loss of his/her hourly rate of pay by reason of the signing or adoption of this Agreement; 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 may reduce the same to the minimums herein prescribed without the consent of the Union.

ARTICLE 5 - DURATION

5.1 This Agreement shall be in full force and effect from July 2nd, 2019 through July 1st, 2022, and thereafter from year to year unless sixty (60) days' written notice of modification is given by either party prior to the expiration date.

5.2 Should the Employer party to this Agreement become delinquent in the contributions required in Article 3, the Union may immediately and without recourse from the Employer terminate the Agreement in its entirety. The definition of "delinquent" is contained in Articles 3.7 and 3.7.1.

IN WITNESS WHEREOF, we attach our signatures this 20th day of February, 2020.

By 
Rays Meats, Inc.

By 
United Food & Commercial Workers
Union, Local 1439

THE UNION DIFFERENCE

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

A Voice at Work

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

Right to Union Representation

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

Just Cause for Discipline

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

The Security of a Union Contract

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

Union Leadership

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

My Shop Steward is:

My Union Rep is:

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

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

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

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

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

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

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

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

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

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

WWW.UFCW3000.ORG

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

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