

Agreement by and between **UFCW 3000** and **United Way of Spokane**

Effective: 7/1/2017 - 6/30/2020

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

Labor Agreement, United Way/UFCW Local 1439, July 1, 2017 to June 30, 2020

COLLECTIVE BARGAINING AGREEMENT
By and Between
UNITED WAY OF SPOKANE COUNTY
and
UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION, LOCAL 1439

Ratified on August 18, 2017

CONTRACT TERM

July 1, 2017 to June 30, 2020

LABOR AGREEMENT
By and Between
UNITED WAY OF SPOKANE COUNTY
and
UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION, LOCAL 1439

This Agreement made and entered into this 1st day of July, 2017, between United Food and Commercial Workers International Union, party of the first part, hereinafter referred to as the Union, and United Way of Spokane County, Washington, its successors and/or assigns, party of the second part, hereinafter referred to as the Employer, agree:

That for the mutual benefit of the parties hereto, the following shall be the scale of wages, the limitations of hours, and the rules and working conditions to be observed by both parties to this Agreement, to become effective July 1, 2017 through June 30, 2020.

ARTICLE 1 - RECOGNITION

1.1 The Employer hereby recognizes during the term of this Agreement, UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION, LOCAL 1439, as the sole and exclusive collective bargaining agency for a unit consisting of all administrative support and technical personnel, including but not limited to, office clerical, counselors, and computer-data processing operators, but excluding the Board of Directors, Executive Director, Division Directors, Assistant Directors, Labor Liaison Representative, Administrative Assistant to the Executive Director, guards and supervisors as defined by the LMRA of 1947, as amended, in the offices of the Employer in Spokane County, Washington, within the jurisdiction of the Union, with respect to rates of pay, hours, and other conditions of employment.

1.2 It is understood that the Employer and the Union have a common interest in protecting work opportunities for all employees covered by this Agreement. Therefore, all work involving reception, office clerical, secretarial, bookkeeping, data processing, or the performance of other services incidental thereto (excluding executive staff supervisory and Administrative Assistant to Executive Director functions within the meaning of the LMRA of 1947, as amended), is recognized as bargaining unit work except as provided for in paragraph 1.2.1.

1.2.1 The preceding bargaining unit work provision shall not apply to contract printing and to work customarily and normally performed by all volunteers, including those in support of current United Way staff. Examples include but are not limited to the following: The SPEDY or WAGE Program; the Retired Senior Citizens Program; Senior Employment Program, and V.A.C. Placement Program;

provided, however, that the herein enumerated exceptions shall not directly reduce the work hours of bargaining unit members or create a reduction in the number of such bargaining unit members.

ARTICLE 2 - UNION SECURITY

2.1 Pursuant to and in conformance with Section 8(a) of the Labor Management Relations Act of 1947, as amended, it shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement, and those who are not members on the effective date of this Agreement shall, on the thirtieth (30th) day following the effective date of this Agreement, provided, however, temporary employees shall not be required to join the union, pay dues, agency shop fees, or other dues or assessments for a period of ninety (90) days following their employment. Temporary employees shall be defined as those employees who perform work on a short-term or temporary basis, which work period shall be no longer than ninety (90) days. Temporary employees will not receive benefits normally accruing to regular employees. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union. For the purpose of this Article, the execution date of this Agreement shall be considered its effective date. The Employer shall discharge any employee within seven (7) days from date of notification as to whom the Union, through its officer or officers, delivers to the Employer a written notice that such employee is not in good standing in conformity with this Article. Good standing shall be defined as the tendering of the uniformly required periodic dues and initiation fees.

2.1.1 The Employer agrees that, upon request of the Union, it will discharge any employee who, in accordance with the above, fails to tender the periodic dues and initiation fee uniformly required to obtain and maintain membership in said Union. Timely recognition shall be defined as the responsibility of the Union to request dismissal of an employee by submission to both the Employer and employee a written notice setting forth the reason for the delinquent status and allowing the employee five (5) working days from receipt of the notice to bring his or her membership into good standing. The Union will indemnify and hold harmless from any damages, costs, and attorneys' fees incurred by the Employer as a result of improper termination of an employee pursuant to this paragraph. If it is determined by the Union that the termination was improper within seventy-two (72) hours after termination, the Employer will reinstate the employee without back wages or benefit contributions for time missed.

2.2 The Employer shall send to the Union office not later than thirty (30) days from date of employment of new hires, via email indicating name, address, date of hire, job classification and hourly rate of pay.

2.3 The Union may establish a Union Steward (one in each facility) for the purpose of assisting in the administration of the terms of this Agreement. The Union agrees to furnish the names of any Union Stewards so delegated. The Employer agrees that such Stewards shall not be discriminated against, harassed, intimidated, nor be placed in a compromising position because of their Union- related functions. Union Stewards shall be permitted leave of one (1) day each calendar year, without pay, for Steward Training and Education, except said leave shall not be permitted during the period of September 1 through November 30. The Union must notify the Employer at least two (2) weeks in advance of such leave.

2.3.1 UNION STEWARDS. Duties of Union Stewards will NOT include the handling of grievances, interpreting this Agreement, initiating strike action, slowdown or other interruptions or interference with the Company's business. Union Stewards shall not conduct their activities during their working hours or so as to involve any other employee during that employee's working hours. Stewards may attend meetings between management and bargaining unit members if the bargaining members request presence.

2.4 UNION VISITATION. After making their presence known to the Director of Administrative Services or, in his/her absence, the person in charge, the representative of the Union shall have the right to contact employees during office hours so long as calls shall not interfere with work duties and be limited to a reasonable amount of time.

2.5 The Employer will, upon written authorization of the employee, at their choice, deduct from the wages of each employee covered by this Agreement, the Union initiation fees and regular monthly dues uniformly levied by the International Union and Local Union upon members in accordance with the Constitution and Bylaws of the Union, and shall remit such deductions to the Local Union on the tenth (10th) day of each month during the period of this Agreement. Such written authorization of the employee shall be automatically renewed and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective Agreement between the Employer and the Union, whichever shall be shorter, unless written notice is given by the employee to the Employer and Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year or of each applicable collective Agreement between the Employer and the Union, whichever occurs sooner. Such authorization is made pursuant to the provisions of Section 302(c) of the Labor Management Relations Act of 1947, as amended.

2.5.1 The employee may also elect to have monies deducted from their payroll check to "The Active Ballot Club."

ARTICLE 3 - HARMONIOUS RELATIONS

3.1 It is the intent of the parties, in the mutual interest of the Employer and the employees, to foster and preserve harmonious relations between the Employer, employees, and

Union. Both parties to this Agreement recognize the personal worth and human dignity of each individual employee and their contributions to the common goals of the Employer and the Employer-employee services to the community. Therefore, the provisions of this Agreement are intended to promote and sustain said goals, mutual respect, and harmonious labor-management relations, however, those employees not adhering to the aforementioned shall be subject to the provisions of Article 4.

ARTICLE 4 - DISCHARGE AND DISCIPLINE

4.1 No employee shall be disciplined or discharged except for just cause, examples of which are, but not limited to, a breach of confidentiality, drunkenness, theft, dishonesty, and use of illegal chemical substances. No employee shall be discharged or discriminated against for any lawful Union activity or for performing service on a Union committee outside of business hours, or for reporting to the Union the violation of any provisions of this Agreement. The Employer has ninety (90) days after the initial date of hire to evaluate an employee for continuous employment, during which time the Employer may terminate the employee without recourse from the Union.

4.2 The Employer shall maintain an evaluation system which features feedback to the employee at least annually, and the employee will be required to acknowledge the report. This evaluation will provide a format which allows employee input.

4.3 No record or result of an unsatisfactory evaluation shall be entered in an employee's personnel file unless the employee has read it, been offered an opportunity to make comments in writing on it, initialed or signed the evaluation, and been offered a copy of the document.

4.4 Employees will be permitted to review all unsatisfactory evaluations and reprimands contained in their personnel file with the Director of Administrative Services. At the employee's request, his/her Union Representative may be present.

4.5 Pursuant to the objectives of Article 3, performance counseling, reprimands or decisions on disciplinary action shall be done in private.

4.6 If any staff have occasion to discuss members of the bargaining unit with other bargaining unit members, said discussion shall be of a positive nature, contributing to high morale, personal esteem, trust, mutual respect, and team effort, which in turn contributes to less stress, less interpersonal conflict, and a higher level of efficiency and productivity.

4.7 The Employer recognizes the continuing need for the goals specified in paragraph 4.6. Therefore, the Employer shall establish and provide and attempt to provide at least once annually, if budget permits, without cost to the employee, seminars on such subjects as, but not limited to, stress, time management, and interpersonal relations for all staff.

4.8 The Employer and the Union recognize and agree that if the Employer decides to interview an employee regarding suspected misconduct, who has been employed ninety one (91) days or more, which may result in disciplinary action, suspension, demotion, and/or discharge, the employee has the right, when called before management, to be accompanied by a representative from the Union. Before the commencement of such an interview, the employee shall be apprized by management of such right.

4.9 Before discharging or suspending an employee, the Employer must have given at least two (2) written warning notices, except in cases of just cause as earlier described herein, copies of which are to be sent to the Union and one copy of each given to the employee. Upon receipt of a written warning notice, the employee shall be given a reasonable time in which to correct the subject matter of such warning.

4.10 Disciplinary warnings for certain serious misconduct, including the specific examples outlined in Article 4.1 as well as conduct which shows a willful disregard for the Employer's policies or for other employees, may form a basis for further disciplinary action in excess of one year and for a reasonable amount of time thereafter.

ARTICLE 5 - WORKING HOURS

5.1 The Employer may schedule employees to work to fit the needs of United Way of Spokane County. The normal work hours shall be 8:00 a.m. to 5:00 p.m., Monday through Friday, provided, however, that these hours may be extended prior to 8:00 a.m. and up to 10:00 p.m. by mutual agreement between the employees and the Employer. Working hours may be extended by the Employer for special large-group occasions. A four (4) day, ten (10) hour work week may be instituted by the Employer for a department where its application would fit the needs of the Employer. Time worked in excess of eight (8) hours per day in a five (5) day (40 hours) eight (8) hours per day per work week and hours worked on Saturday, shall be paid for at the rate of time and one-half. In the event of a four (4) day, ten (10) hour work week, overtime shall be paid after ten (10) hours in any one day, or after forty (40) hours in any one work week. Time worked on Sunday shall be paid for at the rate of time and one-half. The Employer shall give the employee at least twenty-four hours notice prior to changing the starting time of the employee's regular shift, and shall attempt to give at least forty-eight hours notice wherever practicable. Occasionally a working schedule other than those above may be necessary to fit the needs of the employer and/or an employee. Such schedule may be granted by mutual agreement of the Employer, employee and the Union.

5.2 No employee shall be required to take time off in lieu of overtime pay. Nevertheless, compensatory time off may be substituted for overtime payments at the request of the employee, with mutual agreement between the Union and the Employer.

5.3 A one (1) hour lunch break shall be provided as near the middle of a day's work shift as possible.

5.4 There shall be a rest period of at least fifteen (15) minutes in every continuous four (4) hour period of employment or major portion thereof. No employee shall be required to work more than three (3) hours without a rest period. All rest periods shall be on the Employer's time and shall cover time from stopping work and returning thereto. Relief periods shall be uninterrupted except in cases of emergency. The Employer shall assign other members of the bargaining unit to relieve employees for their rest periods, if necessary, to provide for such rest periods.

5.5 There shall be no "free" or "time-off-the-clock" work practices under this Agreement.

ARTICLE 6 - HOLIDAYS

6.1 The following shall be observed as paid holidays:

New Year's Day
Martin Luther King's Birthday
Presidents' Day
Memorial Day
Independence Day
Labor Day
Personal Holiday
Thanksgiving Day
Friday after Thanksgiving Day
December 24
Christmas Day

6.1.1 Holidays falling on Saturday will be observed on the last preceding work day. Holidays falling on Sunday will be observed on the first following work day or on the legally declared day of observance.

6.2 Employees with one (1) year of continuous service with the Employer shall receive a paid personal holiday each year. Employees shall give the employer a seven (7) day notice prior to said day. The personal holiday shall be observed on a mutually agreeable day; however, given the seven (7) day notice, selection of said day shall not be unreasonably withheld by the Employer. The personal holiday may not be taken during the annual campaign period of the Tuesday following Labor Day to not later than the closing of the victory celebration activities. Also, exceptions for special circumstances as well as special requests for time off around the Thanksgiving holiday for employees and their families who must travel may be approved by the Executive Director and will not be unreasonably withheld.

6.3 Employees shall receive full pay for holidays at their straight-time hourly rate of pay, except that all holidays in Sections 6.1 and 6.2 of this Agreement shall be considered as days worked for the purpose of computing weekly overtime and shall be paid accordingly. Any work performed on a holiday specified in Sections 6.1 and 6.2 shall be paid at one and a half times the straight-time hourly rate of pay.

ARTICLE 7 – VACATION ACCRUAL RATES

7.1 All full-time employees shall receive an annual vacation with pay as follows, based upon the designated accrual rates:

Less than 1 yr. through year 3, 8 hours/month to a max of 96 hrs per year

Year 4 through year 6, 10 hours/month to a max of 120 hrs per year

Year 7 and beyond, 13-1/2 hours/month to a max of 160 hrs per year

7.2 Part-time employees who work over one thousand forty (1,040) hours per anniversary year shall accrue pro-rata vacation pay.

7.3 Vacation accrual shall commence with the first month of employment, and the calendar year January 1 through December 31 shall be the accrual year. Earned and accrued vacation may be used in each subsequent accrual year. Vacation accrued during a current calendar year may be used with the approval of the Executive Director. Such approval shall not be unreasonably withheld.

7.4 Unused earned vacation may be carried forward into the next calendar year up to a maximum of ten (10) working days, except that additional amounts may be carried forward by the request of the employee and approval of the Executive Director. Such approval shall not be unreasonably withheld.

7.5 Prior experience in the United Way movement shall be credited for the vacation schedule established in paragraph 7.1.

7.6 Employees who terminate or are terminated shall be paid all accrued and unused vacation pay at the time of termination. Accrued vacation shall not be paid if employees are convicted of theft or dishonesty.

7.7 Employees whose vacations are scheduled during a holiday week shall receive holiday pay for the holiday as provided for under the terms of Article 6 of this Agreement and vacation pay for the days scheduled and taken.

7.8 Time lost up to a maximum of thirty (30) days per year due to a temporary layoff, verified cases of sickness or accident, or other absence from work approved by the Employer (in addition to vacation and holiday time off earned and taken by the employee), shall be counted as time worked for the purpose of computing paid vacation.

7.9 Employees shall be given preference in the choice of vacation dates based upon seniority where conflicts of scheduling and/or preference occur.

7.10 All or any part of vacation may be taken in one (1) hour increments or more, subject to reasonable organizational requirements.

7.11 Vacations may not be taken during the annual campaign period of the Tuesday following Labor Day to not later than the closing of the victory celebration activities. Also, exceptions for special circumstances as well as special requests for time off around the Thanksgiving holiday for employees and their families who must travel may be approved by the Executive Director and will not be unreasonably withheld.

7.12 At the employee's option, he or she may give a gift of up to two days yearly of his or her vacation time to another employee on staff.

ARTICLE 8 - SENIORITY

8.1 Employees will attain seniority after thirty (30) days of continuous service with the Employer. Upon completion of this period, seniority shall date back to date of hire and shall be defined as length of continuous employment with the Employer from the employee's date of hire. If two or more employees have the same date of hire, the one with the most accumulated hours worked shall be deemed the senior employee.

8.2 Seniority shall be applicable among all employees in the job classification groups outlined in Appendix A. Consideration shall be given to seniority when skill and ability, experience, performance, qualifications and quality of work are equal.

8.3 Seniority shall prevail within the job classification group whenever there is a reduction of hours or layoffs, provided the employee has the skill and ability, experience, performance, qualifications and quality of work to perform the work in that classification. The last employee hired shall be the first employee to have his/her hours

reduced or to be laid off. Conversely, the last employee to be reduced in hours or to be laid off shall be the first employee to have his/her hours increased or to be recalled. Furthermore, since it is the intent of the Employer to provide full-time employment for employees wherever practicable, the number of part-time employees employed by the Employer to supplement its full-time personnel shall be held to a reasonable minimum consistent with the reasonable needs of

the organization. Where additional hours of work become available, any then current, qualified part-time employees shall be offered, via seniority, the most available hours up to a maximum of forty (40) hours per week prior to the use of new hires.

8.3.1 Employees shall be required to inform the Employer in writing of their current address and phone number. Employees recalled in accordance with the preceding paragraph shall be notified in writing to report to work by certified mail.

8.4 Work on holidays shall be offered and scheduled via seniority, with senior employees offered such work first. If declined by senior employees, then such work shall be scheduled and assigned via inverse seniority.

8.5 An employee's seniority shall be broken only by:

8.5.1 Voluntary quit.

8.5.2 Justifiable discharge.

8.5.3 Layoff in excess of one (1) year.

8.5.4 Absence caused by illness or nonoccupational accident of more than eighteen (18) months.

8.5.5 Absence caused by an occupational illness/injury of more than twenty-four (24) months.

8.5.6 Failure to report to work immediately following an authorized leave of absence. Seniority shall not be broken by any employee on an approved leave of absence.

8.6 In the event any employee covered by this Agreement shall be called by or conscripted for the Army, Navy, Marine Corps, Air Force, or other branch of the United States Military Service, he/she shall retain, consistent with his/her physical and mental abilities, all seniority rights hereunder for the period of this Agreement or any renewal or extension thereof, provided application for re-employment is made within ninety (90) days after being discharged from such military service, current law to govern at time of application.

ARTICLE 9 - EXPERIENCE

9.1 The parties recognize and agree that the classifications of journey person in this Agreement require skill, knowledge, experience, and ability which can only be acquired by training and work on the job in related administrative/technical fields under the direction and supervision of an employer in said fields. Accordingly, provision is made in this Agreement for

advancement through apprentice classifications on the basis of actual time worked for such an employer and/or the Employer, and apprentices will be promoted upon completion of the period of employment training set forth in Appendix A of this Agreement.

9.2 Previous provable comparable experience of new or rehired employees shall be credited for the purpose of establishing the appropriate classification for rate of pay as set forth in the time progression of Appendix A of this Agreement. Experience with another United Way and/or human services organization shall be given full experience credit. If comparable experience has been in administrative/technical fields other than United Way and/or human services agencies, constituting a minimum of thirty-six (36) months, then such new hire shall initially be placed at the Senior Apprentice rate of pay for a minimum of six (6) months and then shall be advanced to the Journey person rate of pay unless it can be demonstrated that such employee has not acquired sufficient knowledge of the Employer's operation to warrant said advancement, in which case the advancement to Journey person shall be made after a maximum of twelve (12) months' experience with the Employer.

9.2.1 The burden of providing proof of previous comparable experience, when requested by the Employer, rests with the employee. Should the employee fail to produce proof of previous experience when requested, which would cause a change in the wage rate assigned by the Employer, within thirty (30) days of the request, then any adjustment to be made in the employee's wage rate need only be made prospectively from the date such proof is finally produced.

9.2.2 Nothing herein precludes the Employer from placing a qualified employee at the journey person rate, providing experience is comparable to at least the three-year progression.

9.3 Education credits shall be counted as experience at the sole discretion of the Employer, provided such educational credits can be related to United Way job functions.

ARTICLE 10 - WAGE SCALES AND CLASSIFICATIONS

10.1 The scale of wages and classifications of employment are set forth in Appendix A, which is hereby made a part of this Agreement. Progression increases provided in the apprentice brackets in the wage schedules shall be placed into effect on the Sunday nearest the employee's completion of the required number of hours to advance him/her to the next wage bracket.

10.2 When a job classification is established by the Employer for which no rate of pay is provided in the Agreement, the Employer agrees to meet with the Union, upon its request, for the purpose of negotiations for a wage rate for such classification. The wage rate agreed upon as a result of such negotiations shall be effective from the date of the establishment of the new job classification. If agreement between the parties is not reached within thirty (30) days from the date of the Union's request for such negotiations, the matter may be referred by either party to

the arbitration procedures as set forth in the Agreement, and the decision resulting therefrom shall be binding upon the parties for the remainder of this Agreement.

ARTICLE 11 - SICK LEAVE

11.1 Each full-time employee shall be entitled to one (1) day accumulated sick leave per month, which shall be accumulated and accrued year to year to a maximum of one hundred and twenty (120) days. Part-time employees shall be entitled to sick leave based on his or her pro-rata share of the above formula. One full day of sick leave is equivalent to the normal full-work day engaged in by said employee.

11.2 Where pregnancy disability applies, sick leave may be utilized at the option of the employee.

11.3 Earned sick leave shall be in addition to any other disability income plan and/or industrial insurance. However, no employee will be entitled to receive more compensation than he/she would have received had the employee been actively on the job.

11.4 A doctor's certificate of wellness may be required for absences of more than five (5) days.

11.5 Employees shall be allowed to utilize sick leave for dental and physician appointments, including but not limited to dentists, MDs, osteopaths, podiatrists, chiropractors, and optometrists and professional counselors.

11.6 Where an employee has accumulated a maximum of one hundred and twenty(120) days of sick leave, the individual may convert five days of such leave to vacation leave.

ARTICLE 12 - EMERGENCY LEAVE

12.1 Employees who have completed the probation period, shall be allowed up to six (5) days off with pay and additional maximum of sixty (60) unpaid days for the following emergency reasons:

12.1.1 Serious illness, injury, or death in the family. Family shall be defined as spouse, children, parents, siblings, parents-in-law, and employee's

grandparents and/or grandchildren. Others shall be considered on a case by case basis and not unreasonably withheld.

12.1.2 Employees' personal victimization of a crime.

12.1.3 A request for an unspecified personal emergency leave may be submitted to the President or Supervisor for approval/disapproval. Such approval will not be

unreasonably withheld. Any employee found to have abused said leave by falsification or misrepresentation shall, thereupon, be subject to disciplinary action, reduction or elimination of said benefit, and shall further restore to the Employer amounts paid to such employee for the period of such absence.

ARTICLE 13 - JURY DUTY AND WITNESS SERVICE

13.1 Employees who are called for service on a Municipal, County, State, or Federal Court jury shall be excused from work for the days on which they serve, and shall be paid the difference between the total amount received 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.

13.1.1 An employee called for jury duty who is temporarily excused from attendance at the court must report for work if sufficient time remains after such excuse to permit him/her to report to his/her place of work and work at least one-half (2) of his/her normal work day.

13.1.2 In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of jury pay received, exclusive of mileage, paid by jury service.

13.2 Employees required to appear in court or in legal proceedings on behalf of their Employer shall receive compensation at their regular straight-time hourly rate of pay for the time spent in making such appearance, less any witness fees received, if any.

ARTICLE 14 - LEAVES OF ABSENCE

14.1 Employees shall be entitled to a leave of absence without pay for the following bona fide reasons:

14.1.1 Illness or nonoccupational injury which requires absence from work for more than fifteen (15) days.

14.1.1.1 Length of such leave shall be up to a maximum of eighteen (18) months.

14.1.2 An employee medically disabled as a result of pregnancy or childbirth will be eligible for an unpaid leave of absence for the period of disability, regardless of duration. United Way of Spokane may request medical certification to verify that the individual is incapacitated due to pregnancy or childbirth. When the employee is no longer disabled, she is entitled to return to the same or equivalent position, unless this is no longer possible due to business necessity, but in keeping with bona fide provisions regarding seniority herein. Such an employee may use all vacation and sick leave accrued during this period. All benefits normally received during periods of vacation and sick leave will be available. Where health insurance coverage is not continued during other leaves, the employer is not

required to maintain health insurance coverage during pregnancy disability leave. Further, no other benefits accrue during any such leave, such as accumulation of vacation or sick leave benefits.

Further, regarding the triggering events of the birth of placement of a child for adoption or foster care, or pregnancy disability, members of the bargaining unit shall be accorded the same rights and obligations as those conferred by the federal Family and Medical Leave Act.

14.1.3 Military service as provided for in paragraph 8.6 of this Agreement.

14.1.3.1 Length of such leave shall be for the full term of such service.

14.1.4 Leaves due to occupational illness/injuries shall be granted for periods up to two (2) years or up to length of seniority at the time of said illness/injury, whichever is greater.

14.1.5 Educational leave to provide the opportunity for an employee to participate in educational programs of a direct benefit to the employee to update knowledge and skills in their regular job assignment and/or to provide required course work and/or a degree for advancement within the Employer's organization, with the approval of the Executive Director. Such approval shall not be unreasonably withheld.

14.1.6 Unpaid personal leave as specified in Article 12.

14.2 An employee who wants a leave of absence shall submit to his/her Employer in writing, his/her request for such leave, stating (1) reason, (2) date leave is to begin, and (3) expected date of return. The Employer shall confirm approval/disapproval to such requested leave in writing to the employee. Such approval will not be unreasonably withheld.

14.3 Employees who fail to return at the end of a leave of absence or any agreed-upon extension of a leave of absence, shall be considered as a voluntary resignation. Any request for extension of a leave of absence period must be presented in writing to the Employer prior to the expiration of the initial leave; however, in case of a bona fide emergency, telephone requests for extensions may be made to management for their approval, which extensions must be confirmed in writing.

ARTICLE 15 - EDUCATIONAL BENEFIT

15.1 Both parties recognize the desirability and mutual benefit for employees to improve their job skills and knowledge, as well as provide for internal promotion. Therefore, the Employer shall provide monies for tuition, books, equipment, seminars, and/or workshops for employees the Employer requires to update their knowledge and skills in their regular job assignment, or

other Employer job within the organization, subject to budgetary limitations imposed by the Board of Directors. Prior to implementation of this benefit, approval must be obtained from all concerned department managers and the Executive Director in the form of a specific training plan. Employees shall provide evidence of satisfactory completion of each step in the training plan for that employee; otherwise, the Employer shall be reimbursed for all monies expended on behalf of the employee. Satisfactory completion shall be demonstrated with a certificate of completion/certification or a grade of 3.0 on any course work completed at a formal academic institution.

ARTICLE 16 - INDUSTRIAL INSURANCE

16.1 The Employer agrees to place all members of the bargaining unit under the provisions of the Industrial Insurance Act of the State of Washington, or to provide equivalent coverage through a private carrier selected by the Employer. If equivalent coverage is elected, the Employer agrees to furnish evidence of such coverage upon request of the Union.

ARTICLE 17 - SAVINGS CLAUSE

17.1 Any provision of this Agreement which may be adjudged by a court of last resort to be in conflict with any Federal or State law shall become inoperative to the extent and duration of such conflict. Since it is not the intent of either party hereto to violate any such laws, it is agreed that in the event of a conflict between any provision of this Agreement and such Federal or State law, the remainder of this Agreement shall remain in full force and effect. The Employer and the Union agree that substitute provisions shall be written within thirty (30) days to replace those provisions coming into conflict with the laws herein described.

ARTICLE 18 - WEARING APPAREL

18.1 Employees may be required to wear reasonable contemporary and appropriate attire with all due consideration for then current weather conditions.

18.2 If the Employer shall require any special wearing apparel or it is prudent for an employee to wear protective attire, such as aprons, in the course of their job assignment, such shall be furnished and laundered by the Employer.

ARTICLE 19 - WAGE STATEMENTS

19.1 The Employer agrees to furnish each employee for every pay period, a statement setting forth the information relative to hourly rates of pay, hours worked, etc., in accordance with the record-keeping requirements as established in the State of Washington Minimum Wage Act. Such statement shall also give a breakdown of premium and overtime hours.

ARTICLE 20 - UNION CARD

20.1 The Union agrees, in consideration of the signing of this Agreement by the Employer and for the period of the good and faithful performance of its covenants and provisions by the Employer, to issue to the Employer a Union Card, the property of the United Food and Commercial Workers International Union, AFL- CIO. Said card shall be displayed in a prominent place in the offices of the Employer and only removed if the Employer fails to comply with the final decision of an arbitrator reached in accordance with the provisions of this Agreement.

ARTICLE 21 - HEALTH & WELFARE - DENTAL - PRESCRIPTION - VISION

21.1 United Way of Spokane County agrees 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 or contribution rates shall be effective on the same dates such modification becomes effective under the Spokane Retail Grocery and Meat agreements.

21.2 The above-listed 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.

21.2.1 Notwithstanding the provisions of paragraph 21.2, 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 a case, the eighty (80) hour provision shall be appropriately adjusted as directed by the Trustees. 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.

21.3 The Employer and the Union agree to be bound by the terms of the provisions of that certain revised and restated Trust Agreement effective January 1, 1989, dated August 26, 1976 (date of initial execution, April 1, 1963), creating the United Food and Commercial Workers Welfare Trust, and agree to be bound by said Trust Agreement and all amendments thereto, heretofore or hereafter 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.

21.4 "Hours worked" for the purpose of establishing the "eighty (80) hours or more" eligibility for continuing employees, shall include all compensable hours earned and taken.

21.5 For employees who terminate employment, eligibility for coverage shall terminate on the last day of the month of employment termination.

ARTICLE 22 - LIFE INSURANCE, AD&D, ANNUITY PLAN, AND RETIREMENT PROGRAM

22.1 Effective July 1, 1991 and as amended August 18th 2017, -and for the duration of this Agreement, the Employer agrees to continue and maintain, without cost to the employees, the group life insurance and accidental death and dismemberment plans for all eligible employees defined by the plans. The minimum benefits shall be those presented, in total, by the Employer to the Union prior to and during the negotiations leading to this Agreement.

22.2 Effective July 1, 1991, and for the duration of this Agreement, the Employer agrees to continue to make available to and process for employees who elect to participate in the Tax-Deferred Plan. The minimum plan shall be that presented, in total, by the Employer to the Union prior to and during the negotiations leading to this Agreement.

22.3 The aforesaid plans enumerated in paragraphs 22.1 and 22.2 of this Article 22 shall be at all times in full compliance with the Employee Retirement Income Security Act of 1974 (ERISA), the Multi-Employer Pension Plan Amendments Act of 1980 (MPPAA), and any other current and subsequent Federal statutes applicable to said plans.

Article 22.4 Beginning February 1, 2011 based on all compensable hours worked during January 2011, the employer shall pay one dollar and fifteen \$1.15 per hour into the Retail Clerks Pension Trust, now known as the Sound Pension Trust, on account of each member of the bargaining unit. For overtime hours worked the contribution shall be made at the rate of 1 1/2 times the regular pension rate. These monies shall be used by the Board of Trustees to provide pension benefits to eligible employees.

Article 22.4.1 beginning August 1, 2011 based on all straight time hours worked during July 2011. The employer shall pay \$1.15 per hour into the Sound Pension Trust on account of each member of the bargaining unit, \$.10 of which shall be used for supplemental contributions as long as supplemental contributions are needed, after which they will revert to accrual contributions. Add \$.05 per compensable hour to accrual from employees paycheck.

For employees hired on or after July 1, 2011:

- a. For the first twelve (12) calendar months, the Employer shall make contributions of \$.75 per hour plus any supplemental contributions into the Retail Clerks Pension Trust, now known as the Sound Pension Trust, on account of each member of the bargaining unit.

- b. At thirteen (13) calendar months, the Employer shall make contributions of \$.85 per hour plus any supplemental contributions into the Sound Pension Trust, on account of each member of the bargaining unit.
- c. At twenty-five (25) calendar months, the Employer shall make contributions of \$.95 per hour plus any supplemental contributions into the Sound Pension Trust, on account of each member of the bargaining unit.
- d. At thirty-seven (37) calendar months, the Employer shall make contributions equivalent to the journey person rate plus any supplemental contributions into Sound Pension Trust, on account of each member of the bargaining unit.

22.7 Pension Protection Act ("PPA").

This Agreement is subject to the 2010-2011 Rehabilitation Plan adopted by the Board of Trustees, as revised June 25, 2014 and updated June 22nd 2016 (Table 3).

ARTICLE 23 - DISABILITY INCOME

23.1 For the duration of this Agreement, the Employer agrees to continue and maintain, without cost to the employee, the group disability income for employees plan, for all eligible employees defined by the plan. The minimum benefits shall be those presented, in total, by the Employer to the Union prior to and during the negotiations leading to this Agreement.

23.2 The aforesaid plan enumerated in this Article 23 shall be at all times in full compliance with the Employee Retirement Income Security Act of 1974 (ERISA), the Multi-Employer Pension Plan Amendments Act of 1980 (MPPAA), and any other current and subsequent Federal statutes applicable to said plans.

ARTICLE 24 - GENERAL PROVISIONS

24.1 This Agreement supersedes and voids all previous oral and written understandings. Any changes altering the provisions of this Agreement must be in writing and be approved by the Employer and the Union.

24.2 No employee shall suffer any loss of his/her rate of pay or benefits by reason of the signing or adoption of this Agreement. The Employer may place superior wages and other employee benefits in effect.

24.3 Any time spent in meetings and/or functions required by the Employer outside of normal hours shall be considered as time worked and shall be covered under the terms of Article 5 of this Agreement.

24.4 The Employer agrees that it will not require any employee or prospective employee to take a Polygraph (lie detector) test, Psychological Stress Evaluator (PSE), or any other test which purports to measure veracity/falsehood, as a condition of employment or continued employment.

24.5 Employee business expenses, when approved by the Executive Director or his/her designee, shall be paid as follows:

24.5.1 Authorized business travel in a personal automobile shall be reimbursed at a rate established by the Internal Revenue Service each year.

24.5.2 Authorized business travel by commercial carrier will be reimbursed at actual cost.

24.5.3 Bridge tolls and parking fees will be reimbursed at actual cost.

24.5.4 Meals taken in connection with business meetings will be reimbursed at actual out-of-pocket cost. Any dinner function which an employee is required to attend shall be paid for by the Employer.

24.5.5 Membership dues in community service organizations will be reimbursed at actual cost.

24.5.6 Lodgings and incidental expenses incurred in connection with extended travel for approved conferences and seminars held outside of Spokane will be reimbursed at actual cost.

24.5.7 Registration fees and directly related costs for supplies and material incurred in connection with approved conferences and seminars will be reimbursed at actual cost.

24.6 Physical exams required by the Employer for both employees and applicants for employment shall be paid for by the Employer. The Employer may specify the examining physician.

24.7 The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent for any further waiver of such breach or condition.

24.8 Employees participating in negotiations of any labor agreement will be entitled to schedule flex-time or vacation time at the employee's choice, with the approval of the Director of Administration, to make up any work hours lost, provided, however, employees shall not be entitled to overtime for flex-time so scheduled.

ARTICLE 25 - GRIEVANCE PROCEDURE

25.1 All matters pertaining to the proper application and interpretation of any and all provisions of this Agreement shall be adjusted by the accredited representative of the Employer and the accredited representative of the Union in the following manner.

25.1.1 Step 1: The aggrieved employee and/or Union shall attempt to informally adjust the grievance with the employee's immediate supervisor or the Director of Administrative Services.

25.1.2 Step 2: If the grievance is not resolved in Step 1, it shall be reduced to writing, shall specify the alleged violation, and shall be postmarked to the other party no later than thirty (30) calendar days, exclusive of Saturdays, Sundays, and holidays, following Step 1. Grievances relating to wages shall be timely if postmarked to the Employer no later than sixty (60) calendar days following the date of receipt of the payroll check by the employee. Grievances over discharge shall be timely if postmarked to the Employer no later than fifteen (15) calendar days following the date of discharge.

25.1.3 Step 3: Within seven (7) calendar days following receipt of the grievance by either party, representatives of the Employer and the Union shall meet and attempt to resolve the grievance. The time for said meeting may be extended by mutual agreement.

25.1.4 Step 4: If the grievance is not resolved in Step 3, either party may refer the matter to arbitration. Any demand for arbitration shall be in writing. The Employer and the Union shall attempt to agree on a neutral arbitrator who shall hear the case. If no agreement is reached, the arbitrator shall be selected from the following list by the parties alternately striking names from the list until one is agreed upon or only one remains. The decision of the designated arbitrator shall be final and binding on both parties.

1. Gary L. Axon
2. Michael H. Beck
3. Nancy Brown
4. Richard Croll
5. Joseph W. Duffy
6. Janet Gaunt
7. William Greer
8. Sylvia Skratek
9. Kathryn T. Whalen
10. Jane Wilkinson
11. Timothy D.W. Williams

The use of this permanent panel shall be on a trial basis. At any time, either party may opt to instead use the former method of using a panel of 11 arbitrators from FMCS, the party opting out of the permanent panel shall pay for the FMCS panel and such panel must be of arbitrators who

have their primary residence in the Northwest (WA, OR, ID).

25.2 In order for a grievance to go to AAP (Accelerated Arbitration Procedure), *both* the Employer and Union representative must agree that the matter is appropriate for resolution by AAP. If either party's representative disagrees, the grievance shall not be submitted to AAP and the matter shall be resolved by the usual grievance process as outlined in Article 25 – Grievances.

It is understood that prior to referring the matter to AAP the parties' representatives will discuss with each other and explore the possibility of settlement. If the parties' representatives agree to refer the grievance to the AAP, then the following shall govern:

1. Selection of Arbitrator. The parties shall use the normal arbitrator selection procedure. If the chosen arbitrator is not able to fulfill his/her duties per the timelines/terms of this Letter of Understanding, the parties will go to the last struck arbitrator (and so on, in reverse order of struck arbitrators). If the parties cannot reach an agreement on an arbitrator, the parties shall strike from the above list of arbitrators:
2. Date for Hearing. The date for the hearing shall be within forty-five (45) days of the request for AAP, unless an extension is mutually agreed to by the parties.
3. Hearing Conduct and Procedure:
 - A. The hearing shall be informal;
 - B. No briefs shall be filed or transcripts made;
 - C. Each party may offer an opening statement and closing argument;
 - D. Each party's case shall be presented by a representative of their choosing.
4. Removing the Grievance from AAP:
 - A. Prior to the commencement of the hearing, either party may unilaterally remove the matter from the AAP so long as they do so forty-eight (48) hours prior to the hearing. Any arbitrator cancellation fees or joint hearing expenses will be the responsibility of the party removing the matter from AAP. The matter shall then revert back to the usual grievance procedure.
 - B. Within forty-eight (48) hours of the hearing, it shall take both parties' agreement to remove the matter from the AAP and refer it back to the usual grievance procedure.
5. Arbitrator's Decision.
 - A. The Arbitrator shall render his/her decision within thirty (30) working days after the conclusion of the hearing (excluding Saturdays, Sundays, and holidays) unless an extension is mutually agreed upon by both parties.

- B. His/her decision shall be based on the record developed by the parties at the hearing and shall include a brief written explanation of the basis for his/her conclusion.
- C. These decisions will not be cited as a precedent in any future grievances, arbitrations, or AAPs, except as it relates to the Grievant.
- D. The authority of the Arbitrator shall be the same as those provided in the usual grievance procedure negotiated between the parties.
- E. Copies of the decision shall be emailed/faxed and mailed to the parties' representatives within five (5) working days of the hearing (excluding Saturdays, Sundays, and holidays).

It is the intent of the parties that any grievance appealed to the AAP must be confined to issues which do not involve novel problems and which have limited contractual significance or complexity.

ARTICLE 26 – LABOR MANAGEMENT COMMITTEE

26.1 In the interest of maintaining a collaborative and collegial relationship, the Employer and the Union agree to maintain a Labor/Management Committee (LMC). This committee will meet quarterly and can meet more often with mutual agreement. Labor and Management, respectively, will appoint an equal number of representatives (up to two). An HR Director and the Union representative will attend in addition to the committee members. Management will facilitate scheduling and LMC members will be on paid release time during regularly scheduled work hours. Subject matter experts may attend with prior notice to the committee. The purpose of the LMC is to discuss and collaboratively problem solve issues of concern from labor and/or management. The LMC will not be used to supplant the contractual process of grievance and/or contract negotiations. An agenda will be developed for each meeting and a note taker will be designated to take minutes to be shared with the members of the bargaining unit, by email and/or by posting on the bulletin board.

ARTICLE 27 - NO DISCRIMINATION

27.1 The parties agree to comply with all applicable laws and regulations prohibiting discrimination.

ARTICLE 28 - TECHNOLOGICAL CHANGE

28.1 The parties recognize that automated equipment and technology is continuously being developed. The Employer recognizes there is a desire to enhance and expand work opportunities. At the same time, the Union recognizes that the Employer has the right to avail itself of modern technology. With this common objective, the parties agree as follows:

28.2 In the event the Employer introduces new modes, methods, hardware and/or software or other technology to the Employer's office procedures and such action results in a direct material impact on then-employed employees, the Employer agrees:

28.2.1 The Company will endeavor to assist in retraining employees if training can be accomplished in house. If outside training is necessary, a leave of absence without pay may be granted, not to exceed nine (9) months

ARTICLE 29 - NO STRIKE AND LOCKOUT

29.1 During the life of this Agreement, the Union agrees not to engage in any strike or stoppage of work and the Employer agrees not to engage in any lockout, except as provided for under paragraph 25.3, Article 25.

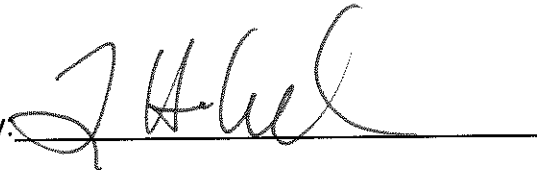
Article 30 – DURATION

30.1 This agreement shall be in full force and effect from July 1, 2017 through June 30, 2020, and thereafter from year to year unless sixty (60) day written notice of modification is given by either party prior to the expiration date.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 9th day of September, 2017.

UNITED WAY OF SPOKANE COUNTY

UNITED FOOD & COMMERCIAL
WORKERS UNION, LOCAL 1439

By: 

By: 

APPENDIX A
CLASSIFICATIONS AND WAGE RATES
UNITED WAY OF SPOKANE COUNTY

	<u>Effective</u> <u>1/2/2018</u>	<u>Effective</u> <u>1/2/2019</u>	<u>Effective</u> <u>1/2/2020</u>
<u>GROUP I:</u>	3.0%	2.5%	2.0%
<u>Secretary 1-Receptionist/Secretary</u>			
Journey person	\$19.11	\$19.59	\$19.98
Senior Apprentice (25-36 mos.)	95%	95%	95%
Apprentice (13-24 mos.)	85%	85%	85%
Junior Apprentice (0-12 mos.)	75%	75%	75%
<u>Secretary 2-Department Secretaries</u>			
Journey person	\$19.32	\$19.80	\$20.20
Senior Apprentice (25-36 mos.)	95%	95%	95%
Apprentice (13-24 mos.)	85%	85%	95%
Junior Apprentice (0-12 mos.)	75%	75%	95%
<u>Word Processor</u>			
Journey person	\$19.23	\$19.71	\$20.10
Senior Apprentice (25-36 mos.)	95%	95%	95%
Apprentice (13-24 mos.)	85%	85%	85%
Junior Apprentice (0-12 mos.)	75%	75%	75%
<u>GROUP II:</u>			
<u>VAC Coordinator/Communications Specialist</u>			
Journey person	\$19.94	\$20.44	\$20.85
Senior Apprentice (25-36 mos.)	95%	95%	95%
Apprentice (13-24 mos.)	85%	85%	85%
Junior Apprentice (0-12 mos.)	75%	75%	75%

Labor Agreement, United Way/UFCW Local 1439, July 1, 2017 to June 30, 2020

Community Initiatives Associate

Journey person	\$19.94	\$20.44	\$20.85
Senior Apprentice (25-36 mos.)	95%	95%	95%
Apprentice (13-24 mos.)	85%	85%	85%
Junior Apprentice (0-12 mos.)	75%	75%	75%

Effective <u>1/2/2018</u>	Effective <u>1/2/2019</u>	Effective <u>1/2/2020</u>
3.0%	2.5%	2.0%

GROUP III:

Computer Services Specialist

Journey person	\$19.43	\$19.92	\$20.32
Senior Apprentice (25-36 mos.)	95%	95%	95%
Apprentice (13-24 mos.)	85%	85%	85%
Junior Apprentice (0-12 mos.)	75%	75%	75%

Resource Development & Information Technology Assistant

Journey person	\$20.41	\$20.92	\$21.34
Senior Apprentice (25-36 mos.)	95%	95%	95%
Apprentice (13-24 mos.)	85%	85%	85%
Junior Apprentice (0-12 mos.)	75%	75%	75%

Assistant Bookkeeper/Computer Operator

Journey person	\$19.44	\$19.93	\$20.33
Senior Apprentice (25-36 mos.)	95%	95%	95%
Apprentice (13-24 mos.)	85%	85%	85%
Junior Apprentice (0-12 mos.)	75%	75%	75%

Bookkeeper/EDP Manager

Journey person	\$21.39	\$21.92	\$22.36
Senior Apprentice (25-36 mos.)	95%	95%	95%
Apprentice (13-24 mos.)	85%	85%	85%
Junior Apprentice (0-12 mos.)	75%	75%	75%

If and when a majority of non-bargaining unit employees receive compensation increases in excess of the above rates as authorized by the Board of Directors during the life of the agreement, the bargaining unit employees will be entitled to the same percentage increases. Such increases, if any, shall supersede the above increases, and are not to be in addition to the above increases.

The employer currently employs an administrative assistant as a supervisory/confidential employee. Such employee is not within the bargaining unit. Due to reorganization, the employer is not currently utilizing the confidential and supervisory duties of this position. Therefore, the individual in such position has been placed in the bargaining unit. This action does not, however, eliminate the employer's ability to utilize the confidential and supervisory duties in this position in the future. At such time the confidential and supervisory duties are again utilized, that portion of the position will again be outside the bargaining unit.

Letter of Understanding

Language to be added to Organization's Personnel Policies so that the following is applicable to all United Way Employees and not just those in the bargaining unit

Accrued vacation shall not be paid if employees are convicted of theft or dishonesty.

CONFIRMED: 9/8/17 (Date)


United Way


UFCW Local 1439

**Letter of Understanding
By and between
United Food and Commercial Workers Local 1439 ("UFCW 1439")
and
United Way of Spokane County ("United Way")**

The following language is found under Appendix A of the Collective Bargaining Agreement between UFCW 1439 and United Way:

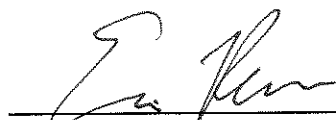
"If and when a majority of non-bargaining unit employees receive compensation increases in excess of the above rates as authorized by the Board of Directors during the life of the agreement, the bargaining unit employees will be entitled to the same percentage increases. Such increases, if any, shall supersede the above increases, and are not to be in addition to the above increases."

The parties to this Letter of Understanding (LOU) agree that the language in this paragraph shall not have any force or effect during the life of the current Collective Bargaining Agreement between UFCW 1439 and United Way, the duration of which runs from July 1, 2017 through June 30, 2020. This paragraph will remain in the Collective Bargaining Agreement, but UFCW 1439 shall not have any recourse through the grievance process or otherwise in enforcing the provisions of the paragraph within the duration of the Collective Bargaining Agreement.

This LOU will expire on June 30, 2020 and will not be renewed unless it is expressly agreed between the parties to this LOU in writing and memorialized in a separate and new Letter of Understanding. Upon the expiration of this LOU, the language in the above-cited paragraph will be in full force and effect and UFCW 1439 will have all rights to recourse for any and all violations of the provisions therein.

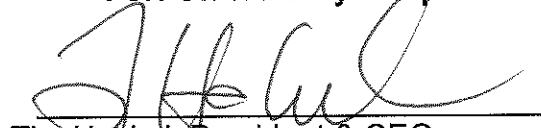
Agree this 8th day of September, 2017

For: UFCW 1439



Eric Renner, Secretary/Treasurer

For: United Way of Spokane



Tim Henkel, President & CEO

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

UFCW3000



UFCW3000

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

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