

Agreement by and between
UFCW 3000
and
United Way of Skagit County

Effective: 01-01-2019 – 12-31-2023

UFCW3000

Faye Guenther, President • Joe Mizrahi, Secretary-Treasurer

WEINGARTEN RIGHTS

Your Right to Union Representation

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

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

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

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

Discipline? Contract violations?

Call the Member Resource Center

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

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

AGREEMENT
By and Between
UFCW LOCAL 21
AND
UNITED WAY OF SKAGIT COUNTY

This Agreement made and entered into this 1st day of January 1, 2019, between United Food & Commercial Workers Union, Local 21, chartered by United Food & Commercial Workers International Union, AFL-CIO, (hereinafter referred to as the "Union"), and United Way of Skagit County (hereinafter referred to as the "Company").

ARTICLE I - RECOGNITION

1.1 The Company hereby recognizes during the term of this Agreement, United Food & Commercial Workers International Union, Local 21 as the exclusive collective bargaining agency for full-time and regular part-time clerical staff employed by United Way of Skagit County at the County office, excluding volunteers, work-experience program participants, guards and supervisors and all other employees with respect to rates of pay, hours, and other working conditions of employment.

1.2 It is understood that the Company and the Union have a common interest in protecting work opportunities for employees covered by this Agreement.

1.2.1 The bargaining unit work shall not apply to work customarily and normally performed by volunteers and work experience program participants.

1.2.2 The Union agrees to act fairly and impartially for all employees for whom it shall be the bargaining agency.

1.2.3 The Union agrees for its members who are covered by this Agreement, that they will individually and collectively perform loyal and efficient work and services, that they will use their influence and best efforts to protect the property of the Company and its service and that they will cooperate in promoting and advancing the welfare of the Company and the protection of its service to the public at all times.

ARTICLE II - UNION SECURITY

2.1 All employees covered by the Agreement on or after the thirtieth (30th) day following (1) the beginning of employment, or (2) the date of acceptance of this Agreement, whichever is later, will become members of the Union in good standing and shall, as a condition of employment, remain members of the Union in good standing.

2.2 The Company shall send to the Union office, not later than thirty (30) days from date of employment of new hires, a form provided by the Union, indicating name, address, social security number, date of hire, job classification, hourly rate of pay, and average hours per week to be scheduled for work.

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. If any employee desires to leave in order to engage in any business pertaining exclusively to the business of the Union, said leave may be granted without pay by the Company and shall not affect such employee's seniority insofar as the provisions of these articles are concerned. No single leave shall extend beyond six (6) months but may be renewed with the consent of the Company. 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.

2.4 The Company and the Union agree to comply with all applicable laws and regulations prohibiting discrimination.

2.5 The Company will, upon written authorization of the employee, deduct from the wages of each employee covered by this Agreement the Union regular monthly dues, and initiation fee as uniformly levied by the 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.

ARTICLE III - HARMONIOUS RELATIONS

3.1 Company and the Union agree that they will cooperate with each other to promote harmony and efficiency in labor relations. The parties hereto shall create a standing labor-management committee consisting of one representative from each party. The function of this committee shall be to meet periodically to discuss and review relations, with objective of promoting harmony, productivity, and increased morale.

3.2 The Company has the right to establish policies and rules to govern the conduct of employees during working time. Copies of such rules shall be furnished the Union and employee.

3.3 The Company has and will retain the exclusive right and power to manage its business and direct the working forces, including the right to hire, classify, grade, suspend, reassign, layoff, discharge, promote, demote its employees, provided it does not conflict with the provisions of this Agreement. Nothing in this Agreement is intended to or is to be construed in any way to interfere with the recognized prerogative of the Company to manage and control the business, but each such

employee covered by this Agreement shall possess the right of appeal through the grievance procedure as provided by the terms of this Agreement.

ARTICLE IV - PROBATION

4.1 The Company has one hundred eighty (180) days after the initial date of hire to evaluate an employee for continuous employment, during which time the Company may terminate the employee without recourse from the Union.

ARTICLE V - WORKING HOURS

5.1 The regular work day shall consist of eight (8) hours, excluding intermission for lunch of not to exceed one (1) hour. The regular work day shall fall between the hours of 6:00 A.M. and 6:00 P.M.

5.2 Notwithstanding the foregoing provisions of Paragraph 5.1, by mutual agreement between Company and employee, a flex schedule may be arranged.

5.3 The regular work week shall be eight (8) consecutive hours per day in five (5) consecutive days to provide two (2) days in sequence for relief from duty within seven (7) days. The regular work week will begin on Sunday at 12:00 A.M. and end on Saturday at 11:59 P.M. Undesirable work weeks (Sunday through Thursday and Tuesday through Saturday) shall be kept to a minimum and regular work weeks will be assigned wherever practicable.

5.4 Overtime is that time worked in excess of the daily work period of eight (8) hours and/or in excess of the normal work week of forty (40) hours. Overtime shall be paid for at the overtime rate of one and one-half (1-1/2) hours pay for each hour of overtime worked.

5.5 No compensatory time off may be substituted for overtime.

5.6 Any time spent in meetings and/or functions required by the Company outside of normal hours shall be considered as time worked.

5.7 There shall be no "free" or "time-off-the-clock" for bargaining unit members under this Agreement. This does not preclude volunteer work for United Way.

ARTICLE VI - HOLIDAYS

6.1 The following paid holidays will be observed each year:

New Year's Eve Day, Veteran's Day, New Year's Day, Columbus Day, Martin Luther King Jr. Day, Thanksgiving Day, President's Day, Thanksgiving Day Friday, Memorial Day, Christmas Eve Day, Independence Day, Christmas Day, Labor Day, *1 Floating Holiday *Birthday

6.2 Holidays falling on Saturday will be observed on the last preceding workday. Holidays falling on Sunday will be observed on the first following workday. Any work performed on a holiday (except birthday and floating holidays) shall be paid at the overtime rate of one and one-half (1-1/2) time the straight-time hourly rate of pay.

6.2.1 All employees shall give the United Way Director a ten-day notice as to when they request floating holidays as outlined in 6.1.

ARTICLE VII - VACATIONS

7.1 Vacations shall be on a monthly basis. Part-time employees shall accumulate vacation prorated according to the amount of time worked in each month. Vacation accumulation begins at the end of the first full month of employment. Vacations may be taken after six (6) months of employment.

7.2 According to the provisions for vacation set forth above, vacation becomes available as follows:

1 st year	10 working days
2 nd year	11 working days
3 rd year	12 working days
4 th year	13 working days
5 th year	14 working days
6 th year	15 working days
7 th year	16 working days
8 th year	17 working days
9 th year	18 working days
10 th year	19 working days
11 th year	20 working days
12 th year	21 working days
13 th year	22 working days
14 th year	23 working days
15 th year	24 working days
16 th year	25 working days
Maximum of	25 days

All full-time employees shall receive 10-vacation days for the first year of service. Beginning with the second year of full-time employment employees shall earn one additional vacation day a year up to a maximum of twenty-five (25) days.

7.3 Vacation accrual shall commence with the first month of employment, and the calendar year January 1 through December 31, will be the accrual year. Earned and accrued vacation shall

be used in each subsequent accrual year. Vacation accrued during a current calendar year may be used with the approval of the Company. Such approval shall not be unreasonably withheld. Vacation may be accumulated up to a maximum of twenty-five (25) days.

7.4 Employees who terminate or are terminated, with the exception of dishonesty, shall be paid all accrued and unused vacation pay, at the current rate, at time of termination.

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

7.6 Vacation shall be taken in one (1) week increments or more, subject to reasonable organizational requirements. Upon agreement between the Company and the employee, vacation may be taken in daily increments.

ARTICLE VIII-SENIORITY

8.1 Employees will attain seniority after ninety (90) days of continuous service with the Company. Upon completion of this period, seniority shall date back to date of hire and shall be defined as length of continuous employment with the Company from the employee's date of hire.

8.2 Seniority shall be applicable among all employees in the bargaining unit according to classification in Appendix A.

8.3 Seniority within classification shall prevail whenever there is a reduction of hours and/or layoffs.

8.4 Employees shall be required to inform the Company in writing of their current address and phone number. Employees recalled shall be notified in writing to report to work by certified mail. Employees must report to work within fourteen (14) calendar days.

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

8.6 An employee's seniority shall be broken only by voluntary quit, discharge or layoff in excess of ninety (90) days, or failure to report to work immediately following an authorized leave of absence.

ARTICLE IX - WAGE AND CLASSIFICATION

9.1 The scale of wages and classifications of bargaining unit members are set forth in Appendix A, which is hereby made a part of this Agreement.

9.2 The Company 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.

9.3 When a job classification is established by the Company for which no rate of pay is provided in the Agreement, the Company 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.

ARTICLE X - SICK LEAVE

10.1 Each full-time employee shall be entitled to one (1) day accumulated sick leave per month and may rollover 240 hours annually. Part-time employees shall accumulate, on a prorated basis, sick leave according to the number of hours worked each month and may rollover 240 hours annually.

10.2 In the case of those ill or injured and covered under State Industrial Insurance or covered under disability clause of the health and welfare plan under this Agreement, the Company shall pay the difference between the regular net take-home pay and the time loss paid by the Department of Labor and Industries or the insurance company. That difference will be maintained until such time as an amount equal to the maximum of sick leave accumulated by an employee have been paid.

10.3 The Company may require doctor or hospital certification of accident or illness before paying sick leave.

10.4 Children Leave - Employees shall be permitted children leave in accordance with RCW 49.12 on the same terms and conditions (including eligibility requirements) as provided in Article 10, Section 10.1-10.3

10.5 Accrued Sick Leave - Employees who terminate or are terminated shall be paid for accrued and unused sick leave at the current hourly rate up to the maximum of thirty (30) days.

ARTICLE XI - RETIREMENT

11.1 Each Employer and the Union agree to be bound by the terms and provisions of that certain Trust Agreement creating the Sound Retirement Trust (formerly Retail Clerks Pension Trust Fund), dated January 13, 1966, and as subsequently amended. Further, each Employer Trustee will be appointed by Allied Employers, Inc., to serve on the Board of Trustees of said Trust fund and their duly appointed successors.

11.2.4 Effective February 1, 2019, based on January 2019 hours, Employers will contribute the following amounts plus an additional supplemental contribution that is 10¢ per hour for each compensable hour. (The supplemental contribution is based on the parties' pension agreement.)

Current + Supplemental \$1.79 + 10¢ = \$1.89

11.3 Benefit accruals will be based on unreduced contribution amounts in all cases.

11.4 The contribution referred to in Article 11 shall be computed monthly (with a maximum of one hundred and seventy-three (173) hours per calendar month per employee) and the total amount due for each calendar month shall be remitted in a lump sum not later than twenty (20) days after the end of the month.

11.4.1 Notwithstanding the foregoing Article, the Board of Trustees of the Sound Retirement Trust (formerly Retail Clerks Pension 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 an Employer's total obligation be different than what it would have been on a calendar month basis. Further, the total contributions due for each approved accounting period shall be remitted in a lump sum not later than twenty (20) days after the end of the accounting period.

11.5 The provisions of Article 17 of this Agreement shall in no way apply to or affect the Employer's obligation to pay contributions to this Trust Fund.

11.7 The Employer has agreed to contribute the additional (\$0.106) per hour for each year of the contract as detailed in the Rehabilitation Plan adopted by the Trustees. The attached Letter of Understanding "Sound Retirement Trust" details the specific contributions amounts.

(Please see LOU "Exhibit A" in the back of this agreement)

ARTICLE XII - HEALTH AND WELFARE AND DENTAL

12.1 The Employer and the Union agrees to be bound by the terms and provisions of that certain Trust Agreement creating the Sound Health and Wellness Trust (formerly Retail Clerks Welfare Trust), dated May 3, 1976, and as may be subsequently amended. Further, 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.

12.2 The Employer's 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 and Wellness Trust (formerly Retail Clerks Welfare Trust) for the purpose of providing the employees with hospital, medical, surgical, vision, group life, accidental death and dismemberment, weekly indemnity benefits and dental benefits in accordance with the contribution rates and related provisions established by the separate "Health and Welfare Agreement" between Allied Employers, Inc., and various Local Unions dated April 1, 1977, and as subsequently amended.

12.3 The details of the benefit programs including a description of exact benefits to be provided, and the rules under which employees and their dependents shall be eligible for such benefits, shall be determined by the Trustees of the Sound Health and Wellness Trust (formerly Retail Clerks Welfare Trust) in accordance with the terms and provisions of the Trust Agreement creating the Retail Clerks Welfare Trust, dated May 3,1976, and as may be subsequently amended.

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

12.4.1 Notwithstanding the foregoing Section, the Board of Trustees of the Sound Health and Wellness Trust (formerly Retail Clerks Welfare 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 ofthe accounting period.

12.5 The United Way will continue to contribute on compensable hours the hourly rate as established between Allied Employers, Inc. and United Food & Commercial Workers Union Local 21.

12.6 In the event any law or government regulation requires any payment from the Employer for benefits which would replace, supplement or modify Health and Welfare, and Dental, provided for under this Agreement or increase the cost of benefits herein, the amount of such payment shall be paid by the Employer.

ARTICLE XIII - JURY DUTY AND WITNESS SERVICE

13.1 Employees who are called for municipal, county, state, or federal court jury duty shall be excused from work for the days on which they serve and shall not have any reduction in salary.

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 (1/2) of his/her normal workday.

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 Company, 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 XIV - PERSONAL LEAVE AND FUNERAL LEAVE

14.1 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:

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

14.1.2 Pregnancy; and,

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

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

14.3 Any request for a leave of absence under the terms of Sections 14.1 and 14.2 shall be in writing and state the following information:

14.3.1 Reason for such request;

14.3.2 Date leave is to begin; and,

14.3.3 Date of return to work.

14.4 Any leave of absence with the exception of Section 14.1.3 may run to a maximum of six (6) months.

14.5 Leaves due to occupational injuries that result from employment with the current Employer, regardless of length of service, shall be granted for a period of up to six (6) months unless a longer period is agreed upon between the Employer and the Union.

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

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

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

14.7 Any employee who fails to return to work at the end of a leave of absence may be subject to discipline up to and including termination.

14.8 Any employee found to have abused the "leave of absence" by falsification or misrepresentation shall thereupon be subject to disciplinary action.

14.9 Employees shall be allowed leave with pay up to three (3) days because of death within the immediate family. "Immediate family" is defined to be father, mother, wife, husband, child, sister, brother, grandparents or mother/father-in-law.

ARTICLE XV - SAVINGS CLAUSE

15.1 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, such conflict shall not invalidate the entire Agreement. Any provisions not declared inoperative shall remain in full force and effect for the term of the Agreement. The Company 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 XVI - GENERAL PROVISIONS

16.1 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 Company and the Union.

16.2 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.

ARTICLE XVII - GRIEVANCE PROCEDURE

17.1 Only 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 Company and the accredited representative of the Union in the following manner:

17.1.1 Step 1: The aggrieved employee shall informally adjust the grievance with the employee's immediate supervisor within fifteen (15) days of the occurrence of any alleged grievance except as provided under Step 2.

17.1.2 Step 2: If the grievance is not resolved in Step 1, it shall be reduced to writing, shall specify the alleged violation and recommendation solution, and shall be postmarked to the Company no later than fifteen (15) calendar days, following Step 1.

17.1.3 Step 3: Within fifteen (15) calendar days following receipt of the grievance by the Company, the Company and the Union shall meet and attempt to resolve the grievance. The time for said meeting may be extended by mutual agreement.

17.1.4 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 Company and the Union shall attempt to agree on a neutral arbitrator by alternately striking names from eleven (11) member panel.

17.2 Any expense incurred through arbitration shall be borne by the loser in these proceedings.

17.3 There shall be no strike, lockout, or other economic action during the grievance process.

17.4 The arbitrator is not vested with the power to change, alter, or modify this Agreement in any of its parts.

ARTICLE XVIII - TECHNOLOGICAL CHANGE

18.1 In the event the Company introduces new modes, methods, hardware and/or other technology to the Company's office procedures and such action results in a direct impact on the employee's ability to perform his/her assigned work, the Company shall provide adequate instructions and/or training as determined by the change. If after reasonable break in period, not to exceed six (6) months, the employee is not performing the job satisfactorily, the employee may be assigned to any vacancy similar in nature to the job held prior to the change, if such vacancy exists.

ARTICLE XVIV - DURATION

19.1 This Agreement shall be in full force and effect from and after January 1, 2019 until December 31, 2023, at which time it shall be automatically renewed for a period of one (1) year from said date, and thereafter for each year upon each anniversary of said date without further notice; provided, however, that either party may open this Agreement for the purpose of discussing a revision within sixty (60) days prior to said expiration date of each anniversary thereof upon written notice being served upon either party by the other.

IN WITNESS WHEREOF, WE HEREUNTO SET OUR HANDS AND SEALS THIS 12th
DAY OF December 2018

UNITED WAY OF SKAGIT COUNTY

UNITED FOOD & COMMERCIAL WORKERS
UNION, LOCAL 21

Debra Lancaster, Executive Director
United Way

Todd Crosby, President Local 21

Signed: Debra Lancaster

Signed: Todd Crosby

APPENDIX "A"

CLASSIFICATION AND WAGE RATES EFFECTIVE

Effective January 1, 2019

Finance Manager*

Current Rate	1-1-19	1-1-20	1-1-21	1-1-22	1-1-23
\$26.74	***	***	***	***	***

New hires in this classification will be paid between \$20-24 based upon experience as determined by the Employer

Donor and Volunteer Coordinator*

Current Rate	1-1-19	1-1-20	1-1-21	1-1-22	1-1-23
\$16.53	***	***	***	***	***

\$16-20 DZ

New hires in this classification will be paid between ~~\$14-16~~ based upon experience as determined by the Employer

***1-1-19, 1-1-20, 1-1-21, 1-1-22, and 1-1-23 wage increases will be cost of living increases (Seattle, Tacoma CPI).

Annual Performance Based Pay

As determined by revenue, employees may be eligible for a performance increase as outlined below;

Average	\$0.10
Above Average	\$0.25
Exceptional	\$0.50

**Letter of Understanding
Sound Retirement Trust**

This Letter Agreement is by and between United Way of Skagit County and UFCW Local 21 and it should be considered as incorporated by reference as part of the Collective Bargaining Agreement that went into effect. The Agreement is as follows:

Due to the certification that the Sound Retirement Trust ("Fund") is in critical status the Board of the Sound Retirement Trust implemented a Rehabilitation plan for the Fund. This Rehabilitation Plan consists of two schedules, the Preferred Schedule and the Default Schedule. The Schedules set forth future benefits and contribution rates the Fund will permit under the Rehabilitation Plan. The Fund's participating Employers and Unions are responsible through Collective Bargaining for choosing whether the Preferred Schedule or the Default Schedule will apply to their collective bargaining agreement.

As of January 1, 2019, the United Way of Skagit County will adopt the amended Preferred Schedule for the Sound Retirement Trust Rehabilitation Plan which is as follows:

PREFERRED SCHEDULE

This is the Preferred Schedule for the Sound Retirement Trust Rehabilitation Plan. The Preferred Schedule will apply to participating Employers and Unions that have adopted it, and to the terminated vested members described below:

A. Contribution Rate Increases

The Preferred Schedule requires the additional employer supplemental contribution rates set forth below (Table 3):

Effective:	
January hours 2019:	\$0.648
January hours 2020:	\$0.754
January hours 2021:	\$0.860
January hours 2022:	\$0.966
January hours 2023:	\$1.072

With respect to bargaining agreements adopted on or after September 1, 2016, the contribution increases provided under this Table 3 are effective no later than for hours worked the first full month following the later of the effective date or ratification date of the new collective bargaining agreement, not to exceed 180 days following the expiration of such agreement. The initial rate increase cannot be made retroactive unless the amount of the increase is greater than the surcharge it replaces.

Reduction of Benefits

As of the contract effective date, the 5-year certain guarantee on the normal form of payment for single participants will not apply to benefits earned prior to January 1, 2011.

Effective February 1, 2011, certain benefits (described below) will no longer be available to those considered terminated vested as of December 16, 2010 (as defined in the "Important Notice of Plan Changes" dated December 16, 2010), regardless of when this Schedule is adopted by the bargaining parties. For all participants who are terminated vested as of December 16, 2010, the subsidized early retirement benefits will be effectively eliminated. In addition, for these terminated vested members:

- The post-retirement cost of living increases which were payable on pre-August 2003 accruals will not be provided.
- There will be no pre-retirement death benefits other than those required to meet the definition of a Qualified Joint & Survivor Annuity, and
- The 5-year certain guarantee on the normal form of payment for single participants will not apply.

For United Way of Skagit County:

Debra Lancaster

Dated: 12-12-18

For UFCW Local 21:

Yodd J. [Signature]

Dated: 12-12-18

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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