

Agreement by and between

UFCW 21 and Uwajimaya, Inc.



Effective 1/25/2020 – 1/28/2023



YOUR VOICE, YOUR UNION, YOUR CONTRACT

About UFCW 21

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

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

My Union Representative:

My Union Steward:

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

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

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

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

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AGREEMENT

By and Between

UWAJIMAYA, INC.

And

UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 21

RETAIL MEAT

This Agreement is made by and between Uwajimaya, Inc. (Employer), and United Food and Commercial Workers Union Local 21 (Union). It is the intent of the parties that this Agreement shall promote and improve the industrial and economic relationship between the Company and the Union and its members, and to set forth herein rates of pay, hours of work, and other conditions of employment.

ARTICLE 1 - CONDITIONS OF EMPLOYMENT

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

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

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

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

ARTICLE 2 - WORKING HOURS

2.01 The basic straight-time workweek shall be Saturday through Friday. Work may be scheduled on daily shifts between the hours of 6:00 a.m. and 12 Noon on half-hour increments. Whenever fresh meat is offered for sale, at least one (1) Journeyman meat cutter must be employed Monday through Saturday in each market for at least eight (8) hours, exclusive of lunchtime each day, between the hours of 6:00 a.m. and 6:00 p.m. No split shifts shall be allowed.

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

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

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

2.04 All hours worked in excess of eight (8) hours per day, forty (40) hours per week, Monday through Saturday, and between the hours of 9:00 p.m. to 6:00 a.m. shall be paid for at the rate of time and one-half (1-1/2) the regular contract scale. A premium rate of fifty cents (\$0.50) per hour shall be paid in addition to the straight-time rate for all work performed between the hours of 6:00 p.m. and 9:00 p.m. When an employee works six (6) days in a workweek, Monday through Saturday, time and one-half shall be paid for work on the day the least number of hours are worked. Employees required to work on Sundays or holidays shall be paid at the applicable rate for Sunday and/or holiday work. Minimum call-ins on Sundays and Holidays shall be four (4) hours. For those employees scheduled to work only four (4) hours on Sundays, such four (4) hours shall be on a voluntary basis. If the Employer is unable to obtain sufficient qualified volunteers, it shall assign such work on an inverse rotating seniority basis by store.

A minimum of ten (10) hours shall be required between straight-time shifts. Otherwise, the premium of time and one-half (1-1/2) the employees' regular rate of pay will be required for all hours worked prior to the expiration of the ten (10) hour period. All time worked after eight (8) consecutive days shall be paid at the rate of time and one-half (1-1/2) the appropriate contract rate (excluding Sunday/holiday premium pay) until a day off is given.

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

2.05 When fresh meat is offered for sale and a member of the bargaining unit is not on duty in the meat market during such hours, no one other than a member of the bargaining unit shall perform work in the

meat market. When a member of the bargaining unit is not on duty, this clause shall not apply to those products that have been prepared by meat department employees and are in storage ready for sale; such may be placed in the meat counter by the person in charge of the store and such action shall not be considered a violation of this clause.

2.06 No Pyramiding – There shall be no compounding or pyramiding of Premium pay and Overtime pay and only the highest applicable rate shall be paid for an hour of work performed under this Agreement.

ARTICLE 3 - REST PERIODS

3.01 All employees shall be entitled to a rest period of fifteen (15) minutes for each continuous work period of four (4) hours in a daily straight-time or night shift. Any employee who works eight (8) hours in any daily straight-time or night shift shall receive two fifteen (15) minute rest periods, one (1) prior to lunch and one (1) after the lunch period.

A one-hour lunch break shall be scheduled and taken no earlier than four (4) nor later than five (5) hours into the work shift. By mutual agreement, the lunch breaks may be reduced to one-half hour on such day or days as the individual employee and the Employer agree.

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

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

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

ARTICLE 4 - VACATIONS

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

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

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

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

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

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

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

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

4.05 Regular employees who average twenty hours or more per week, who terminate or are terminated (termination for dishonesty excepted) after the first or any subsequent anniversary date of their employment and prior to their next anniversary date of employment, shall be entitled to vacation pay at their hourly rate based upon the number of hours worked since the last anniversary date of their employment at the following rates for each full one hundred (100) hours worked: After the first (1st) to the fifth (5th) anniversary date, four (4) hours vacation pay; after the fifth (5th) to the twelfth (12th) anniversary date, six (6) hours vacation pay; after the twelfth (12th) anniversary date, eight (8) hours vacation pay.

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

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

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

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

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

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

ARTICLE 5 – HOLIDAYS

5.01 The following shall be recognized as holidays with pay for regular full-time employees who have acquired seniority, for employees hired on or after January 30, 2011, the initial wait for holiday eligibility shall be six consecutive months: New Year's Day, Presidents' Day (third Monday in February), Memorial Day (last Monday in May), Independence Day, Labor Day (first Monday in September), Thanksgiving Day and Christmas Day. Employees with one (1) year of continuous service with the Employer shall receive three (3) personal days as paid holidays each year to be scheduled as mutually agreed. Employees shall give the Employer thirty (30) days notice prior to the days requested as personal holidays. By mutual agreement between the Employer and employee, the employee may receive payment at the straight-time rate in lieu of such personal holidays in accordance with section 5.02 of Article 5.

5.01.1 For employees hired after February 20, 2014: Employees with one year of continuous service with the Employer shall receive one personal day, two personal days after two years, and three personal days after three years – to be scheduled as mutually agreed.

5.02 A regular full-time employee shall receive no reduction in his straight-time weekly pay as the result of the holiday not worked, provided such employee works sometime during the week in which the holiday occurred and works his last scheduled working day preceding and his next scheduled working day immediately following the holiday. A part-time employee who works sometime during the holiday week and reports for work his/her last scheduled working day preceding and his/her next scheduled working day immediately following the holiday shall be paid holiday pay in accordance with the following schedule, based upon hours worked in such week:

<u>Hours Worked</u>	<u>Hours of Paid Holiday</u>
16-24	4
24-32	6
32+	8

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

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

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

5.03.3 Temporary layoff;

5.03.4 Jury duty as defined in Article 9;

5.03.5 Bereavement leave as defined in Article 19;

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

5.04 All work performed on Sundays shall be paid pursuant to the terms of Section 6.05. For Current employees, holidays shall be paid for at the rate of one and three-quarters (1 ¾) times the straight-time hourly rate, in addition to holiday pay. Employees hired on or after January 30, 2011, shall be paid time and one-half (1-½) the straight-time wage rate for work performed on the holiday.

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

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

ARTICLE 6 - CLASSIFICATIONS AND RATES OF PAY

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

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

Seattle Minimum Wage: For the term of this contract only, effective January 1, 2020, the parties agree to apply the \$0.10 over minimum wage and \$0.10 escalator to the Seattle minimum wage in the manner discussed during bargaining. Notwithstanding this agreement, both parties reserve their positions on the proper application of the escalator language.

6.02 MEAT CUTTERS

In no event shall any wage classification be less than ten cents (10¢) per hour above the then current Washington State minimum wage. Each rate will be at least \$0.10 per hour higher than the previous rate in the progression schedule. The progression step hours were not printed, however they still exist for employees that were hired prior to 1/31/2011 that transfer between Appendices.

Meat Cutters:

Seattle Stores

Classifications	Current	1/25/20	1/1/21	1/30/21	1/1/22^	1/29/22	1/1/23^
Market Manager	\$24.05	\$24.60	\$24.60	\$25.15	\$25.15	\$25.70	\$25.70
Journeyman	23.05	23.60	23.60	24.15	24.15	24.70	24.70
	Current	1/25/20	1/1/21	1/30/21	1/1/22^	1/29/22	1/1/23^
6 th 6 months	19.70	19.70	19.70	19.70	19.70	19.70	
5 th 6 months	18.15	18.15	18.15	18.15	18.15	18.15	
4 th 6 months	16.60	16.79	17.09	17.09	17.67	17.67	
3 rd 6 months	16.00	16.69	16.99	16.99	17.57	17.57	
2 nd 6 months	16.00	16.59	16.89	16.89	17.47	17.47	
1 st 6 months	16.00	16.49	16.79	16.79	17.37	17.37	

^Wage rates TBD based on minimum wage at that time.

Outside Seattle

Classifications	Current	1/25/20	1/1/21	1/30/21	1/1/22^	1/29/22	1/1/23^
Market	\$24.05	\$24.60	\$24.60	\$25.15	\$25.15	\$25.70	\$25.70
Journeyman	23.05	23.60	23.60	24.15	24.15	24.70	24.70
	Current	1/25/20	1/1/21	1/30/21	1/1/22^	1/29/22	1/1/23^
6 th 6 months	19.70	19.70	19.70	19.70	19.70	19.70	
5 th 6 months	18.15	18.15	18.15	18.15	18.15	18.15	
4 th 6 months	16.60	16.60	16.60	16.60	16.60	16.60	
3 rd 6 months	15.06	15.06	15.06	15.06	15.06	15.06	

2nd 6 months	13.51	13.70	13.89	13.89	14.69	14.69	
1st 6 months	12.10	13.60	13.79	13.79	14.59	14.59	

^Wage rates TBD based on minimum wage at that time.

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

6.03 MEAT WRAPPERS

In no event shall any wage classification be less than ten cents (10¢) per hour above the then current Washington State minimum wage. Each rate will be at least \$0.10 per hour higher than the previous rate in the progression schedule. The progression step hours were not printed, however they still exist for employees that were hired prior to 1/31/2011 that transfer between Appendices.

Meat Wrappers:

Seattle Stores

Classifications	Current	1/25/20	1/1/21	1/30/21	1/1/22^	1/29/22	1/1/23^
Journeyperson	\$20.50	\$21.05	\$21.05	\$21.60	\$21.60	\$22.15	\$22.15
	Current	1/25/20	1/1/21	1/30/21	1/1/22^	1/29/22	1/1/23^
Next 520	16.00	17.19	17.49	17.49	18.07	18.07	
Next 1040 hrs.	16.00	17.09	17.39	17.39	17.97	17.97	
Next 1040 hrs.	16.00	16.99	17.29	17.29	17.87	17.87	
Next 1040 hrs.	16.00	16.89	17.19	17.19	17.77	17.77	
Next 1040 hrs.	16.00	16.79	17.09	17.09	17.67	17.67	
Next 1040 hrs.	16.00	16.69	16.99	16.99	17.57	17.57	
Next 1040 hrs.	16.00	16.59	16.89	16.89	17.47	17.47	
1st 1040 hrs.	16.00	16.49	16.79	16.79	17.37	17.37	

^Wage rates TBD based on minimum wage at that time.

Outside Seattle

Classifications	Current	1/25/20	1/1/21	1/30/21	1/1/22^	1/29/22	1/1/23^
Journeyperson	\$20.50	\$21.05	\$21.05	\$21.60	\$21.60	\$22.15	\$22.15
	Current	1/25/20	1/1/21	1/30/21	1/1/22^	1/29/22	1/1/23^
Next 520 hrs.	13.50	14.30	14.49	14.49	15.29	15.29	
Next 1040 hrs.	12.70	14.20	14.39	14.39	15.19	15.19	
Next 1040 hrs.	12.60	14.10	14.29	14.29	15.09	15.09	
Next 1040 hrs.	12.50	14.00	14.19	14.19	14.99	14.99	
Next 1040 hrs.	12.40	13.90	14.09	14.09	14.89	14.89	

Next 1040 hrs.	12.30	13.80	13.99	13.99	14.79	14.79	
Next 1040 hrs.	12.20	13.70	13.89	13.89	14.69	14.69	
1st 1040 hrs.	12.10	13.60	13.79	13.79	14.59	14.59	

^Wage rates TBD based on minimum wage at that time.

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

6.05 Sunday Rates: For employees hired prior to January 30, 2011, all work performed on Sundays shall be paid at the rate of time and one-third (1-1/3) of the straight-time hourly rate. Employees hired on or after January 30, 2011, shall receive one-dollar (\$1.00) per hour over the employee's regular straight-time wage rate for all hours worked on Sunday.

6.06 Service Plus Employees: Service Plus employees will be considered a separate classification for all purposes, including seniority. Service Plus employees shall not be permitted to cut, bone, or grind fresh meat or perform any wrapping of meat products for preparation for sale in self-service cases with the following exceptions:

6.06.1 Service Plus employees may cut a steak or roast which has already been processed by a meat cutter to size in order to serve a customer, modify any prepared cut to suit a customer, or use the slicing or cube machines to serve a customer. When a meat cutter or meat wrapper is not on duty, the Service Plus employee may stock the self-service case with products that have been prepared by meat cutters or meat wrappers and are in storage ready for sale.

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

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

6.07 SERVICE PLUS

In no event shall any wage classification be less than ten cents (10¢) per hour above the then current Washington State minimum wage. Each rate will be at least \$0.10 per hour higher than the previous rate in the progression schedule. The progression step hours were not printed, however they still exist for employees that were hired prior to 2004 that transfer between Appendices.

Service Counter:

Seattle Stores

Classifications	Current	1/25/20	1/1/21	1/30/21	1/1/22^	1/29/22	1/1/23^
Lead S/C	\$16.80	\$17.79	\$18.09	\$18.09	\$18.67	\$18.67	\$18.60
Journey person	16.30	17.29	17.59	17.59	18.17	18.17	
	Current	1/25/20	1/1/21	1/30/21	1/1/22^	1/29/22	1/1/23^
Next 520	16.00	17.19	17.49	17.49	18.07	18.07	
Next 1040 hrs.	16.00	17.09	17.39	17.39	17.97	17.97	
Next 1040 hrs.	16.00	16.99	17.29	17.29	17.87	17.87	
Next 1040 hrs.	16.00	16.89	17.19	17.19	17.77	17.77	
Next 1040 hrs.	16.00	16.79	17.09	17.09	17.67	17.67	
Next 1040 hrs.	16.00	16.69	16.99	16.99	17.57	17.57	
Next 1040 hrs.	16.00	16.59	16.89	16.89	17.47	17.47	
1st 1040 hrs.	16.00	16.49	16.79	16.79	17.37	17.37	

^Wage rates TBD based on minimum wage at that time.

Outside Seattle

Classifications	Current	1/25/20	1/1/21	1/30/21	1/1/22^	1/29/22	1/1/23^
Lead S/C	\$16.80	\$17.40	\$17.40	\$18.00	\$18.00	\$18.60	\$18.60
Journey person	16.30	16.90	16.90	17.50	17.50	18.10	18.10
	Current	1/25/20	1/1/21	1/30/21	1/1/22^	1/29/22	1/1/23^
Next 520	12.80	14.30	14.49	14.49	15.29	15.29	
Next 1040 hrs.	12.70	14.20	14.39	14.39	15.19	15.19	
Next 1040 hrs.	12.60	14.10	14.29	14.29	15.09	15.09	
Next 1040 hrs.	12.50	14.00	14.19	14.19	14.99	14.99	
Next 1040 hrs.	12.40	13.90	14.09	14.09	14.89	14.89	
Next 1040 hrs.	12.30	13.80	13.99	13.99	14.79	14.79	
Next 1040 hrs.	12.20	13.70	13.89	13.89	14.69	14.69	
1st 1040 hrs.	12.10	13.60	13.79	13.79	14.59	14.59	

^Wage rates TBD based on minimum wage at that time.

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

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

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

ARTICLE 7 - RETIREMENT PROGRAM

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

7.02 The total amount due for each calendar month shall be remitted in a lump sum not later than twenty (20) days after the last business day of such month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the determination of contributions due, the prompt and orderly collection of such amounts, and the accurate reporting and recording of such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for within time specified shall be a breach of this Agreement.

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

7.04 Acceptance of Trust Agreement: The Employer and the Union agree to be bound by the terms of the Trust Agreement, which created the Sound Retirement Trust, by all subsequent revisions or amendments thereto, and by all policies and other conditions of participation and eligibility, which may be established from time to time by the Sound Retirement Trust's Plan Document, Summary Plan Description, and other pertinent rules, regulations, and Trustee actions. The Employer accepts the Employer Trustee members of the Board of Trustees, and their duly appointed successors, as its representatives for purposes of managing the Trust.

7.05 Notwithstanding the foregoing Section, the Board of Trustees of the Sound Retirement 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 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 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.

7.06 All contributions shall be paid on compensable hours with a maximum of one hundred seventy-three (173) hours per calendar month per employee. The term "compensable hour" shall mean any hour for which any employee receives any compensation required by this Agreement.

7.07 Contributions to Sound Retirement Trust

7.07.1 The Employer shall pay into the Sound Retirement Trust in accordance with this Section. It is recognized and agreed that said supplemental contributions will not result in any pension credit for the covered employees. Until the effective date of the new future service defined benefit variable plan under Section 7.08, the Employer will continue to make contributions to the Sound Retirement Trust as described in this Section and the Employer's active participants will continue to earn benefit accruals until such effective date. The Employer shall make contributions on behalf of all eligible employees to the Sound Retirement Trust under this Section.

7.07.2 The parties hereby adopt the Preferred Schedule under the Rehabilitation Plan of the Sound Retirement Trust as revised December, 2019 with the Preferred schedule to be effective with respect to those subject to the terms of this collective bargaining agreement as of the date stated in the Rehabilitation Plan and applicable Schedule and the Employer shall contribute in accordance with such Schedule.

7.07.3 Upon the effective date of the new future service defined benefit variable plan under Section 7.08, future benefit accruals under the SRT will cease and the SRT plan will be frozen; as a result, the funding of 125% of the employer's contribution on which employee accruals are based for the SRT for the Employer's employees is discontinued once future benefit accruals commence under the VAP and all hourly contribution rates paid to the SRT will be reduced by this adjusted contribution under this Section.

7.07.4 The Employer will continue to contribute to the SRT and not incur a withdrawal from the SRT solely as a result of the cessation of future benefit accruals under the SRT.

7.07.5 The SRT Employer liabilities will be funded under an updated Rehabilitation Plan designed with the objective that the Plan will move to the green zone and achieve 102% funding by 2030. This updated Rehabilitation Plan will include the current scheduled increases plus an additional contribution of three (\$.03) cents per hour in annual increases over a new ten-year period beginning January 1, 2020 (January hours/February payment). Such accelerated funding in this agreement shall apply to the SRT liabilities and shall remain in effect regardless of the Zone status of the Plan.

7.07.6 The Employer shall continue to pay all of the scheduled contribution increases under the updated Rehabilitation Plan, as set forth above, through the term of this CBA, regardless of the zone status of the SRT. All hourly contributions to the SRT shall continue to be made on behalf of all compensable hours above regardless of whether the employee participates in the SRT prior to the freeze date. In addition, the Parties ask the Trustees of the Plan to explore adopting specific language that all additional contributions will not be used in calculations of the employers' share of the unfunded vested benefits, to the extent permitted by law.

7.07.7 The parties recognize that this global solution for the pension funding liabilities is contingent on the full implementation of the agreement between Safeway/Albertson's and the Union and the full implementation of the agreement between Kroger and the Union, including the transfer of liabilities and assets from the SRT to the UFCW Consolidated Fund under the MOU between Kroger and the Union. If either the SRT or the UFCW Consolidated Fund does not approve the global solution, the bargaining parties will meet to discuss other alternatives. This agreement is contingent on the bargaining parties reaching an overall collective bargaining agreement, including an agreement between the Employer and the Union for a new future service defined benefit variable plan for all current employees affected by this transfer.

7.07.8 The parties agree to request that the Actuaries for the SRT review and update, as they determine is appropriate, the current withdrawal liability methods used by the Fund.

7.07.9 In part in order to ensure the prudent funding of the Sound Retirement Trust, the Employers, in total, agree to redirect health & welfare trust contributions up to the total amount of \$100 million to the SRT commencing with January 2020 hours.

7.07.10 The parties will cooperate in seeking approval by the relevant parties for this global solution for accelerated funding of the unfunded liabilities of the SRT, including the SRT Board of Trustees, the PBGC and the UFCW Consolidated Fund Board of Trustees. (Subject to final agreement on the details of any Kroger transaction.)

7.07.11 To that end, the parties agree to ask that the SRT Trustees consider the following:

- i. Continue to extend cash-matched period under Beta portfolio as the situation warrants in order to continue to reduce investment risk in the SRT;
- ii. Reduce the valuation assumption to 6.5% net of investment expenses; and
- iii. Invest the \$165 million in assets to be transferred from the SRT to the UFCW Consolidated Pension Fund at a risk free rate of return from the ratification date of the collective bargaining agreement until the date of transfer. (Subject to final agreement on the details of any Kroger transaction.)

7.08 Variable Annuity Plan. As of the effective date of the new future service defined benefit variable annuity plan (VAP), future service benefit accruals will be earned in the VAP, a multiemployer variable annuity defined benefit plan. Participants' service earned under the Sound Retirement Trust (SRT) and the VAP will be recognized for participation, vesting and benefit eligibility purposes in both plans. In the event of a short plan year running from the transfer date to December 31, the benefit guarantee will apply for the short plan year and the subsequent initial full plan year ending December 31, 2021. The VAP shall operate on a calendar plan year basis.

7.08.1 The Employer will contribute \$0.5625 per hour beginning in 2021, \$0.6025 per hour beginning in 2022 on all compensable hours worked) to the VAP commencing with the VAP effective date. Salary shall be gross wages per payroll period. Contributions will be made on behalf of current active employees and future newly hired employees in classifications

for whom contributions have been made under the current collective bargaining agreement. Contributions shall be remitted monthly, in the same manner as they have been made to the SRT.

- 7.08.2 In addition, the Employer will contribute three cents (\$.03) per hour for each eligible active participant to the VAP, commencing with the effective date of the VAP through December 31, 2021.
- 7.08.3 The benefit accrual under the VAP will be periodically reviewed (but at least every three (3) years) to ensure that the plan is designed to maintain full funding of all benefit liabilities, with the first review no later than December 31, 2021. Notwithstanding the above, for the term of this contract, all actuarial assumptions of the plan will be reviewed and adjusted as necessary on an annual basis for the term of this CBA.
- 7.08.4 The eligibility, rights and features of the benefit design of the VAP on the effective date of the VAP will replicate the current benefit design of the SRT, except that the benefit accrual will be based on a formula that utilizes total contributions made on the employee's behalf and a percentage accrual factor that reflects the VAP characteristics (to be reviewed jointly by the parties). For the short plan year and the first full plan year, there shall be a floor benefit and the benefit accrual of the VAP cannot be less than what the participant would have earned in the same period under the SRT benefit formula. Thereafter, the earned benefit accrual will be adjusted annually up or down based on performance to a 5.5% hurdle rate which will also be used to discount the benefit liabilities.
- 7.08.5 The Employer agrees to promptly provide, on a periodic basis, such salary data for employees intended to be covered by the VAP to allow the actuaries for the parties developing the VAP to determine the benefit accrual rate from the VAP that can be funded with such contributions determined above and in the future as the VAP operates to allow administration of the VAP.
- 7.08.6 Annual benefit improvements will be capped at 3.0% above the 5.5% hurdle rate. Any surplus investment return between the 5.5% and the 8.5% cap will fund benefit improvements and any surplus investment return over 8.5% shall be allocated to the stabilization reserve.
- 7.08.7 The VAP board of trustees will formulate a stabilization reserve policy which will define the board's discretion to manage the stabilization reserve and determine how and when it is used to support benefit accruals in years in which the plan investments underperform the hurdle rate. The Employer will contribute to the stabilization reserve from January through March, 2022 in accordance with Section 18.06.4
- 7.08.8 It is the intent of the parties that the stabilization reserve policy will be used to stabilize benefits for active and retired participants in the event of returns of 2% or lower ("the Floor Return") and maintained in order to address the VAP investment and demographic

- experience and the level of assets/benefits accrued under VAP. It is not the intent that the stabilization reserve be used in the event of investment returns higher than the Floor Return.
- 7.08.9 The Governance of the VAP will be modeled after the SRT Trust Agreement docuemnt, as appropriate and agreed to by the plan sponsor.

ARTICLE 8 - SICK LEAVE

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

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

One (1) hours sick leave pay for each fifty (50) hours worked for those employees who have worked an average of thirty-two (32) hours per week.

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

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

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

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

8.07 Sick leave may be used to supplement Workmen's Compensation to the extent it has been accumulated; however, the total of sick leave pay, disability payment under any insurance plan, and Workmen's Compensation benefits paid to an employee in any calendar week will not exceed the average earnings of that employee for the six (6) workweeks prior to his/her absence.

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

8.09 Family Leave: Employees shall be permitted family leave in accordance with RCW 49.12 on the same terms and conditions (including eligibility requirements) as provided in Sections 8.01 through 8.08 above.

ARTICLE 9 - JURY DUTY

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

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

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

ARTICLE 10 - APPRENTICES

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

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

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

ARTICLE 11 - SENIORITY, LAYOFFS AND DISCHARGES

11.01 Seniority shall prevail in layoffs for all employees after working four-hundred thirty-five (435) compensated hours within a one-hundred fifty (150) consecutive calendar day period. Once an employee has worked four-hundred thirty-five (435) compensated hours in one-hundred fifty (150) calendar days, his or her seniority will date back to the date the one-hundred fifty (150) calendar days began. The seniority status of employees hired on the same day shall be determined by the Employer, with notification to the Union.

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

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

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

11.03.1 Voluntary quit;

11.03.2 Discharge in accordance with sections 11.07 and 11.07.1;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) If the employee chooses not to accept recall to the new area, all seniority

rights in that area are forfeited;

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

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

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

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

11.07.2 The first ninety (90) days shall be considered a probationary period in which an employee may be terminated and such termination shall not be subject to the grievance procedure. This ninety (90) day period shall be extended by the amount of time the employee is absent from or unavailable for work due to medical reasons during the probationary period. The employer must notify both the employee and the union in writing, prior to the completion of the probationary period, of their intent to extend the probationary period.

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

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

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

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

ARTICLE 12 - LEAVE OF ABSENCE

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

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

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

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

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

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

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

12.03.1 Reason for such request;

12.03.2 Date leave is to begin; and

12.03.3 Date of return to work.

12.04 Any leave of absence, with the exception of section 12.01.2, may run to a maximum of nine (9) months, unless a longer period is mutually agreed upon between the Employer and the Union. At the end of each 3-month period of leave, the Employee shall notify the Employer in writing of his or her status, i.e., whether such leave will continue and whether the Employee intends to return to work at the end of the leave.

12.05 Leaves due to occupational injuries shall be granted for a period up to eighteen (18) months unless a longer period is mutually agreed upon between the Employer and the Union. At the end of each 3-month period of leave, the Employee shall notify the Employer, in writing, of his or her status, i.e., whether such leave will continue, and whether the Employee intends to return to work at the end of the leave.

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

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

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

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

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

ARTICLE 13 - GENERAL CONDITIONS

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

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

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

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

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

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

ARTICLE 14 - GRIEVANCES

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

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

1. Gary L. Axon
2. Howell Lankford
3. Michael E. Cavanaugh

4. Joseph W. Duffy
5. Ron Miller
6. Jane R. Wilkinson
7. Kathryn R. Whalen
8. Tom Levak
9. Shelly Shapiro
10. Martin Henner
11. Timothy D. W. Williams
12. Alan Krebs
13. James Paulson

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

14.01.1 In cases where it is concluded that an employee has been improperly discharged, the arbitrator may reinstate the improperly discharged employee. The arbitrator may not render an award which requires the Employer to pay an improperly discharged or suspended employee for time that the employee has not actually worked in excess of the wage and benefits the employee would have earned had he worked his normal schedule during the one hundred and eighty (180) calendar days immediately following the date of discharge or suspension.

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

14.03 No grievance or claim of violation of this Agreement shall be recognized unless presented in writing within thirty (30) days of the date of the occurrence causing the complaint or grievance, except in cases of discharge, which must be presented within fifteen (15) days; otherwise, such right of protest shall be deemed to have been waived. In the event the claim is one for additional wages, such claim shall be limited to additional wages, if any, accruing within the ninety (90) day period immediately preceding the date upon which the Employer received notice in writing of the claim.

The Employer shall be required to respond to all grievances within ten (10) days of receipt. A second step meeting shall be held within ten (10) days of request.

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

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

14.06 No employee shall be dismissed for upholding Union principles.

ARTICLE 15 - GENERAL POLICY

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

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

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

15.03.1 Items currently considered Meat Department items shall continue to be considered Meat Department items, and new items of a like nature, whether fresh, frozen, pre-cut, pre-priced, etc., shall be within the jurisdiction of Local No. 81 as described above, regardless of where they may be offered for sale.

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

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

ARTICLE 16 - SEPARABILITY

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

ARTICLE 17 - NON-DISCRIMINATION

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

national origin.

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

ARTICLE 18 - HEALTH AND WELFARE/DENTAL

18.01 Each Employer and the Union agrees to be bound by the terms and provisions of that certain Trust Agreement creating the Sound Health & Wellness Trust (formerly Retail Clerks Welfare Trust), initially executed June 18, 1957, and all subsequent revisions or amendments thereto and by all policies and other conditions of participation and eligibility, which may be established from time to time by the Plan Document, the Trusts' Rules and Regulations, the Summary Plan Description, and other pertinent procedures, practices, and Trustee actions. Each Employer accepts as his representatives for the purpose of this Trust Fund, the Employer Trustees serving on the Board of Trustees of said Trust Fund and their duly appointed successors. Each Employer and the Union also agree to be bound by the terms of the parties' Health & Welfare and Pension Agreement and as subsequently amended.

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

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

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

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

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

18.06 Effective with October 1, 2019 (“Effective Date”) hours, the Employer will contribute to the Sound Health and Wellness Trust on behalf of all employees in the bargaining unit as follows:

18.06.1 Effective with October 1, 2019 hours, the Employer’s current contribution rate(s) shall be reduced by twenty-one cents per hour except that, effective for hours upon notice by the Sound Health and Wellness Trust, the Employer’s contribution rate shall further decrease on a temporary basis in order to allow for an increase in the Employer contribution rate to the Sound Retirement Trust under Section 7.07.9.

18.06.2 Additionally, beginning with the month following notice from the Trustees of the Health and Wellness Trust that a temporary reduction in the Employer’s contribution rate is authorized, the amount of such reduction shall be added as a monthly employer contribution to the Sound Retirement Trust on behalf of all eligible employees as described in Section 7.07.9. These amounts are in addition to the employer contributions required under Section 7.07. The payment of such reduced contributions shall continue until the earlier of the thirteenth month following the effective date of the reduction or when the Trustees determine, in their sole discretion, that the amount of surplus assets in the Health and Wellness is reduced to, or anticipated to be reduced to zero. The Health and Wellness Trust shall provide notice of such determination. However, in no event shall the Employer’s contribution rate to the Health Trust be reduced below \$4.65 per hour if the Trust excess assets (above the required reserves) are anticipated to fall below 2 ½ months of excess reserves before such date.

18.06.3 Starting October 2020, every six months through March 2022, the consultants will project Plan expenses and income and report these amounts to the Trustees. Based on those projections, the Trustees will set the contribution rate (with a minimum rate of the initial hourly rate before the temporary decrease and up to a maximum rate of \$5.19 that is anticipated to result in an excess reserve of \$52 million by April 30, 2022. Each recalculated rate shall become effective for the Employer as of the effective date determined by the Trustees and the Employer shall pay the recalculated rate as of such effective date.

18.06.4 In March 2022, the consultants will determine the actual current hourly cost of the plan based on (1) the most recent 12 months of incurred plan expenses adjusted to reflect trend to the 12-month period ending April 30, 2022, (2) the most recent 12 months of employee contributions, (3) the most recent 12 months of hours, and (4) expected investment income. The contribution rate will be set based on this hourly cost analysis and shall become effective with April 2022 hours, provided that the hourly rate shall not exceed \$5.19 and not be less than \$4.86. However, for January through March 2022, the Employer’s contribution rate will be temporarily reduced from this contribution rate by such amount as to redirect the total amount of \$15 million for all employers to the Variable Annuity Plan.

18.06.5 The buy-up rate, if applicable, also will be decreased and increased accordingly.

ARTICLE 19 - BEREAVEMENT LEAVE

19.01 When seniority is acquired, employees shall be allowed up to three (3) days off with pay for loss of their normal scheduled days of work due to the death of an immediate member of their family. Immediate family shall be defined as spouse, son, daughter, mother, father, brother, sister, mother-in-law

or father-in-law, grandparents, stepchildren, grandchildren, current step-mother, current step-father, domestic partner or relatives residing with the employee. Bereavement leave will be paid only with respect to a workday on which the employee would otherwise have worked and shall not apply to an employee's scheduled day off, holidays, vacation or any other day in which the employee would not in any event have worked. Bereavement leave shall be paid for at the employee's regular straight-time hourly rate.

ARTICLE 20 - NO STRIKES OR LOCKOUTS

20.01 During the life of this Agreement, the Union agrees not to engage in any strike or stoppage of work, and the Employer agrees not to engage in any lockout. It shall not be a violation of this Agreement, nor shall it be cause for discharge or discipline, for an employee to refuse to cross a primary picket line including, but not limited to, a primary picket line at the Employer's premises.

ARTICLE 21 - WORKPLACE SAFETY

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

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

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

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

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

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

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

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

ARTICLE 22 - TERMINATION OF AGREEMENT


22.01 This Agreement shall be in full force and effect from and after January 25, 2020 to January 28, 2023 at which time it shall be automatically renewed for a period of one (1) year from said date and thereafter from 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 no later than 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 attach our signatures this _____ day of _____, 2022.

UWAJIMAYA, INC.

UNITED FOOD AND COMMERCIAL
WORKERS LOCAL 21

BY _____
Lynn Takaki
Vice President of Human Resources

BY 

Faye Guenther
President

LETTER OF UNDERSTANDING #1 UNION JURISDICTION

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

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

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

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

Penalties will not apply to the following:

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

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

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

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

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

LETTER OF UNDERSTANDING #2
SELF-SERVICE DELI JURISDICTION

It is agreed that those Employers who are currently using members of Local 21 (formerly Local 81members) in their self-service delis shall continue to do so, regardless of where located. This understanding shall not apply to Fred Meyer, Inc., previous stores owned by Lucky Stores, Inc., and now owned and operated by Employers party to this Agreement, or any other Employer who is currently (effective July 10, 1977), using members of any other bargaining units in their self-service delis.

**LETTER OF UNDERSTANDING #3
APPRENTICES**

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

**LETTER OF UNDERSTANDING #4
NO STRIKES OR LOCKOUTS**

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

**LETTER OF UNDERSTANDING #5
DESIGNATION OF UNION REPRESENTATIVE**

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

**LETTER OF UNDERSTANDING #8
DUES CHECK-OFF**

1. Add initiation and uniform dues through payroll deduction as follows:

a. Union Dues Check-Off:

On a monthly basis, the Employer agrees to deduct uniform dues and initiation fees from the paycheck of those covered employees whose individual written unrevoked authorizations are on file with the Employer and to transmit the amounts so deducted to the Union monthly. Said deduction authorizations shall be in such form as to conform with Section 302(c) of the Labor Management Relations Act of 1947.

b. Authorized initiation fees will be deducted in three (3) equal installments and remitted to the Local Union monthly.

c. It is understood the Employer is not liable in any manner if the employee is not on the payroll at the time deductions are being processed.

d. Indemnify and Hold Harmless:

The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer in reliance upon signed authorization cards furnished to the Employer by the Union, or for the purpose of complying with any of the provisions of this Letter of Understanding.

2. The involved Employer shall be granted a reasonable period of time to adopt administrative and payroll procedures to accommodate this agreement.

3. Active Ballot Club: For employees who voluntarily authorize a contribution to the UFCW Active Ballot Club political action committee, the Employer agrees to deduct the authorized amount each payroll period on a payroll deduction basis and forward same to the Union monthly.

**LETTER OF UNDERSTANDING #9
DOCTOR'S NOTES**

The Employer agrees that it will not automatically require doctor's notes when employees call in sick.

LETTER OF UNDERSTANDING #10
SCHEDULING

This Agreement is to confirm the resolution of a dispute that has arisen between UFCW Local 21 and Fred Meyer, Inc., over the proper method of scheduling meat cutters and meat wrappers. The dispute concerned the proper application of three prior unpublished arbitration awards: *Food Industry, Inc. and A.M.C. Local 81* (Peck, 1966), *Allied Employers, Inc. and A.M.C. Local 81* (Gillingham, 1970), and *Olson's Foods, Inc. and UFCW Local 44* (Tinning, 1995). The parties agree to resolve their dispute as follows:

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

LETTER OF UNDERSTANDING #11
SCHEDULED DAYS OFF

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

LETTER OF UNDERSTANDING #12
GRIEVANCE PROCEDURE

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

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

LETTER OF UNDERSTANDING #13
OPTIONAL VOLUNTARY BUYOUT

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

**LETTER OF UNDERSTANDING #14
DISCLAIMER AND REVOCATION OF PRIOR CERTIFICATION
(SEATTLE SEAFOOD)**

This Letter of Understanding confirms our agreement reached on January 9, 2002, at the offices of the Federal Mediation and Conciliation Services under the auspices of Commissioner Duane Johnson, that as a condition of entering into the Retail Meat Agreement between UFCW Local No. 81, and Uwajimaya, Inc., our respective bargaining notes will reflect the following:

1. UFCW Local No. 81 is disclaiming interest in the unit described in NLRB case number 19-RC-14121, and that such disclaimer will continue until January 27, 2017 or the duration of the Retail Meat Agreement, whichever is later and;
2. UFCW Local No. 81 will not sponsor, cause or participate in any organizational, information, primary or secondary, or economic activity of any kind or nature whatsoever for the duration of the Retail Meat Agreement.

**LETTER OF UNDERSTANDING #15
ARTICLE 7.07, "Exhibit A"**

PREFERRED SCHEDULE

***REHABILITATION PLAN OF THE
SOUND RETIREMENT TRUST***

	Uwajimaya Meat - Service Counter	Uwajimaya Meat - Meat Cutter/Wrapper	Uwajimaya Meat - Service Counter	Uwajimaya Meat - Meat Cutter/Wrapper
Current CBA Period	1/1/2020	1/1/2020	1/1/2021	1/1/2021
Base	\$0.50	\$1.00	\$0.50	\$1.00
Pre-Rehab Rate	\$0.30	\$0.60	\$0.30	\$0.60
Current Rehab Rate	\$2.668	\$5.336	\$2.705	\$5.410
New Rehab	\$0.03	\$0.03	\$0.06	\$0.06
TOTAL	\$3.498	\$6.966	\$3.565	\$7.070
	Uwajimaya Meat - Service Counter	Uwajimaya Meat - Meat Cutter/Wrapper	Uwajimaya Meat - Service Counter	Uwajimaya Meat - Meat Cutter/Wrapper
Current CBA Period	1/1/2022	1/1/2022	1/1/2023	1/1/2023
Base	\$0.50	\$1.00	\$0.50	\$1.00
Pre-Rehab Rate	\$0.30	\$0.60	\$0.30	\$0.60
Current Rehab Rate	\$3.541	\$7.083	\$3.578	\$7.156
New Rehab	\$0.09	\$0.09	\$0.12	\$0.12
TOTAL	\$4.431	\$8.773	\$4.498	\$8.876

LETTER OF UNDERSTANDING #16

JOINT LABOR MANAGEMENT COMMITTEES

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

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

LETTER OF UNDERSTANDING #17

BENEFITS FOR WORKERS WITH DISABILITIES

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

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

LETTER OF UNDERSTANDING #18

INVESTMENT IN WORKFORCE DEVELOPMENT WETRRAIN NON-PROFIT

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

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

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


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


The parties hereby agree to the following Letters of Understanding:

- LETTER OF UNDERSTANDING #1 Union Jurisdiction
- LETTER OF UNDERSTANDING #2 Self-Service Deli Jurisdiction
- LETTER OF UNDERSTANDING #3 Apprentices
- LETTER OF UNDERSTANDING #4 No Strikes or Lockouts
- LETTER OF UNDERSTANDING #5 Designation of Union Representative
- LETTER OF UNDERSTANDING #6 Corporate Campaign
- LETTER OF UNDERSTANDING #7 Most Favored Nations
- LETTER OF UNDERSTANDING #8 Dues Check-Off
- LETTER OF UNDERSTANDING #9 Doctor's Notes
- LETTER OF UNDERSTANDING #10 Scheduling
- LETTER OF UNDERSTANDING #11 Scheduled Days Off
- LETTER OF UNDERSTANDING #12 Grievance Procedure
- LETTER OF UNDERSTANDING #13 Optional Voluntary Buyout
- LETTER OF UNDERSTANDING #14 Disclaimer and Revocation of Prior Certification
- LETTER OF UNDERSTANDING #15 Article 7.08, "Exhibit A"
- LETTER OF UNDERSTANDING #16 Joint Labor Management Committees
- LETTER OF UNDERSTANDING #17 Benefits for Workers with Disabilities
- LETTER OF UNDERSTANDING #18 Investment in Workforce Development WeTrain Non-Profit

UWAJIMAYA, INC.

UNITED FOOD AND COMMERCIAL
WORKERS LOCAL 21

By 
Lynn Takaki
Vice President of Human Resources

By 
Faye Guenther
President

1/31/22

THE UNION DIFFERENCE

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

A Voice at Work

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

Right to Union Representation

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

Just Cause for Discipline

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

The Security of a Union Contract

As a union member, your wages and working conditions are spelled out in writing in a legally-binding union contract. You are not alone at the workplace—instead, you have the security of knowing that your rights are protected by your union contract and backed up by the 46,000 other members of UFCW 21.

Statement of Your Right to Union Representation (Weingarten Rights)

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

Know Your Rights:

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

**Learn more about your
rights:**

www.ufcw21.org

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

VISIT UFCW21.ORG:

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

UFCW 21

Faye Guenther, President • Joe Mizrahi, Secretary-Treasurer

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Phone 206-436-0210 / 800-732-1188, Fax 206-436-6700**

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Silverdale: 3888 NW Randall Way #105, Silverdale, WA 98383, Phone 360-698-2341, Fax 360-662-1979
Spokane: 2805 N Market St, Spokane, WA 99207, Phone 509-340-7369, Fax 509-624-1188**