

Agreement by and between

UFCW 3000

and

Zenith American Solutions, Inc.

(Spokane)

Effective: 2/1/2020 - 1/31/2025

UFCW3000

Faye Guenther, President • Joe Mizrahi, Secretary-Treasurer

WEINGARTEN RIGHTS

Your Right to Union Representation

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

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

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

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

Discipline? Contract violations?

Call the Member Resource Center

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

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

COLLECTIVE BARGAINING AGREEMENT
between
ZENITH AMERICAN SOLUTIONS, INC.
and
UNITED FOOD AND COMMERCIAL WORKERS UNION
LOCAL 1439

Ratified
February 25, 2021

CONTRACT TERM
February 1, 2020 through January 31, 2025

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February 1, 2020 through January 31, 2025
AGREEMENT
By and Between
ZENITH AMERICAN SOLUTIONS, INC.
and
UNITED FOOD AND COMMERCIAL WORKERS UNION
LOCAL 1439

This Agreement is mutually entered into by and between Zenith American Solutions, Inc., hereinafter called the "Employer", and United Food and Commercial Workers Union, Local 1439, hereinafter called the "Union". The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work and conditions of employment.

ARTICLE I - RECOGNITION

- 1.1 The Employer hereby recognizes the Union as the sole and exclusive bargaining representative with respect to the wages, hours and working conditions of all Employees employed in Spokane, Washington, and covered by this Agreement.
- 1.2 All present Employees who are members of the Union on the effective date of this Article or on the date of this Agreement, whichever is the later, shall remain members of the Union in good standing as a condition of employment. All present Employees who are not members of the Union and all Employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on or after the 31st day following the beginning of their employment or on and after the 31st day following the effective date of this Article or the effective date of this Agreement, whichever is the later.
- 1.3 Upon written notice from the Union that any Employee has failed to acquire membership in the Union as herein provided or has failed to thereafter maintain good standing as herein provided, the Employer shall within seventy-two (72) hours of such notice discharge said Employee.
- 1.4 Voluntary Political Action Fund: The Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution authorization form. The amount deducted and a roster of each Employee authorizing assignment of wages will be transmitted to the Union. The Union and each Employee authorizing assignment of wages for payment of the voluntary political action contributions hereby undertakes to indemnify, defend, and hold harmless from all claims, demands, suits and other liability that may arise against the Employer for or on account of any deduction made from the wages of such Employee.
- 1.5 Employee Roster: Each month the Employer shall transmit to the Union electronically, in a mutually agreeable format, a list with all active and termed employees to include name, address, employee ID number, last four digits of social security number, job classification, department, date of hire, rate of pay and FTE status for all employees covered by this agreement.

ARTICLE 2 - DISCRIMINATION AND DISCHARGE

- 2.1 The Employer shall be the judge of the competency and qualifications of its Employees. However, no Employee shall be discharged or disciplined except for just cause. Further, no Employee shall be discharged or discriminated against for any lawful union activity.
 - a. Employees shall be given the opportunity to read, sign, and receive a copy of performance reviews and corrective actions before placement in their personnel file.

b. Corrective action shall be void following twelve (12) months from the last issuance of corrective action for the same offense.

2.2 Notice of discharge shall be given in writing if requested by the Employees. Upon request, an Employee shall be informed orally by the Employer of the grounds of discharge.

ARTICLE 3 - HOURS OF WORK

3.1 The normal work day shall consist of eight (8) hours of work. The normal work week shall consist of forty (40) hours of work per week. Employees scheduled to work a regular week of thirty-seven and one half (37.5) hours of work per week as of July 1, 2020 will be allowed to maintain that schedule unless they request to increase their hours to forty (40) hours of work per week. No employee at forty (40) hours of work per week will be eligible to reduce their hours to thirty-seven and one half (37.5) hours of work per week in the absence of the agreement by the Employer.

3.2 The Employer shall establish Employee work schedules. Employees may request a change in their work schedule. In such cases, the Employer will, after considering the service needs of its clients, attempt to accommodate Employee requests. If two or more Employees within the same job classification request the same alternate schedule, such scheduling shall be assigned on the basis of seniority. The Employer retains the right to adjust work schedules to maintain an efficient and orderly operation to best provide for its clients.

3.3 After fair and reasonable consideration, and by advance agreement between the Employer and Employee, the Employee may make up non-compensated time off during hours other than the Employee's normally scheduled work day, during the same pay period, not to exceed forty (40) hours worked in any work week, Sunday through Saturday.

3.4 Except in cases defined by Section 3.3 above, overtime at the rate of time and one-half (1½) shall be paid for work performed in excess of their regular work schedule each week. Time and one-half shall be paid for work performed on Saturdays and Sundays.

3.5 The Employer, in its sole discretion, may assign employees to work on a remote basis consistent with its business needs. Remote Employees will be required to sign and abide by the terms of the Employer's Remote Work Policy then in effect.

ARTICLE 4 - WAGES AND WORKING CLASSIFICATIONS

4.1 Employees covered by this Agreement shall be paid in accordance with the Wage Schedule attached hereto as Schedule "B".

Employees training fellow coworkers of the same pay grade, if approved by the Supervisor in advance, will be paid one dollar (\$1.00) per hour stipend for time spent training.

4.2 The dollar amounts set forth in the Wage Schedule (Schedule "B") are minimum wages.

Year 1 2% effective 8.1.20

Year 2 2.5% effective 2.1.21

Year 3 3% effective 2.1.22

Year 4 3% effective 2.1.23

Year 5 3.75% effective 2.1.24

Within sixty (60) days of ratification of this Agreement, all employees covered by this Agreement shall receive a signing bonus for each employee computed at the value of a 3% wage increase for the period of February 1, 2020 through July 31, 2020 (six (6) months). The Year One (1) wage increase shall be retroactive to August 1, 2020 and the Year Two (2) wage increase shall be retroactive to February 1, 2021 with the differentials being paid in conjunction with the ratification bonus.

- 4.3 For the purpose of calculating monthly rates of pay, the monthly rate shall be computed on the basis of one hundred seventy-three (173) hours per month, forty (40) hours per week, and eight (8) hours per day.
- 4.4 No Employee who, prior to the date of this Agreement, that is receiving more than the wage rate designated in this Agreement for the class of work in which the Employee was engaged, shall suffer a reduction of wages through the operation or because of the adoption of this Agreement.
- 4.5 All new Employees shall work under the provisions of this Agreement. New Employees shall work on a trial basis for the first one hundred twenty (120) calendar days of employment during which period the Employer may discharge the Employee without further recourse.
- 4.6 The Employer or the Employee shall serve the other party with a two (2) weeks notice prior to termination of employment, with the exception of new Employees during their first one hundred twenty (120) days of employment or in cases due to termination for just cause, in which instance no prior notice shall be required. This requirement can be waived by the mutual consent of the Employer and the Employee.
- 4.7 The Employer may discharge an Employee without recourse if at any time the Employer discovers that the Employee has been convicted of a felony, or is not or cannot be insured under the Employer's or a client's fidelity bond, fiduciary insurance policy and/or errors and omissions insurance.
- 4.8 Except in cases of extreme workloads or emergency, managers and supervisors will refrain from regularly performing work usually performed by members of the bargaining unit.

ARTICLE 5 – HOLIDAYS

- 5.1 The following days shall be considered holidays:

New Year's Day	Veterans Day
Martin Luther King, Jr. Day	Thanksgiving Day
President's Day	Friday after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	
- 5.2 If one of the holidays specified in this Agreement falls on a Saturday or a Sunday, the Employer shall have the option to designate either the preceding Friday or the following Monday as the day off. If a holiday falls during an Employee's vacation, the Employee shall have the option of selecting either an additional day's pay or an additional day of vacation.
- 5.3 An Employee must be on the payroll more than thirty (30) days to be eligible for holiday pay.

ARTICLE 6 – VACATIONS

- 6.1 All regular Employees shall be granted an annual vacation computed as follows:

Employees with one (1) through four (4) years of service

Two (2) weeks' vacation with pay, not to exceed a maximum accrual of four (4) weeks' vacation at any time.

Employees with five (5) through nine (9) years of service

Three (3) weeks' vacation with pay, not to exceed a maximum accrual of six (6) weeks' vacation at any time.

Employees with ten (10) through nineteen (19) years of service

Four (4) weeks of vacation with pay, not to exceed a maximum accrual of eight (8) weeks' vacation at any time.

Employees with twenty (20) or more years of service

Four (4) weeks and two (2) days of vacation with pay, not to exceed a maximum accrual of eight (8) weeks of vacation at any time.

- 6.2 Employees with one (1) or more years of service shall be entitled to one (1) day of personal time off with pay during each subsequent year of employment, such time to be used for whatever purpose the Employee deems necessary and appropriate. Personal time off shall not be cumulative from year to year. The scheduling of personal time off shall be by mutual agreement between the Employer and the Employee.
- 6.3 The scheduling of vacations shall be by mutual agreement between the Employer and the Employee. The vacation time of each employee will be assigned within a department on a seniority basis. For peak vacation periods such as Christmas, Thanksgiving, and 4th of July, requests will be granted with consideration for those who have not recently received vacation during those periods. Vacations requests may be made between January 2nd and January 16th for the calendar year. The supervisors will approve or deny vacations by January 26th and the status will be available on the time and attendance system and/or posted within the department. All vacation time not requested by January 16th shall be granted according to available days on a first-come, first-served basis. Whenever possible, responses to all vacation requests will occur within seven (7) working days after the request is submitted, but in all cases the Employer will respond in a timely manner.
- 6.4 Employees whose employment with the Employer terminates shall be paid vacation benefits accrued through their last date of employment. In the case of voluntary termination, an Employee must give at least two (2) weeks notice to receive pro rata vacation pay.

ARTICLE 7 - SICK LEAVE

- 7.1 Sick leave shall accrue from the Employee's date of employment on the basis of one (1) day for each month of employment.

Employees with more than ninety (90) days of employment shall be entitled the use of sick leave.

Employees with an accrued sick time balance equal to or less than the applicable maximum carryover amount described in Section 7.2 of this agreement shall accrue from the Employee's date of employment on the basis of one (1) day for each month of employment.

Employees with an accrued sick time balance in excess of the applicable maximum carryover amount described in Section 7.2 of this agreement shall accrue from the Employee's date of employment on the basis of one (1) hour per each forty (40) hours worked.

- a. In accordance with Washington State Family Care law, Employees may use accrued sick leave to care for a child under the age of eighteen with a health condition that requires treatment or supervision, or a spouse, parent, parent-in-law, or grandparent of the Employee who has a serious health condition or an emergency condition. Additionally, the Employer will extend the same benefit for a child of the Employee over the age of 18 and a Domestic Partner. The Employer has the right to require appropriate health provider certification for any absence exceeding three (3) days.
- b. Domestic Partner shall mean a person who is neither married nor related by blood or marriage to the Employee, is the Employee's sole spousal equivalent, lives together with the Employee in the same residence and intends to do so indefinitely; and is responsible with the Employee for each other's welfare. The Employer may request a signed affidavit or proof of financial interdependence via any of the following types of documentation: a) a joint mortgage or lease; b) designation of the domestic partner as beneficiary for life insurance; c) designation of the domestic partner as primary beneficiary in the Employee's will; d) domestic partnership agreement; e) powers of attorney for property and/or health care; f) joint ownership of either a motor vehicle, checking account and/or credit account.

7.2 Employees with less than three (3) continuous years of service will be allowed to carry over accrued sick leave to a maximum of ten (10) days per calendar year. Employees with three (3) years or more continuous service will be allowed to carry over accrued sick leave to a maximum of thirty-seven (37) days per calendar year.

7.3 Sick leave benefits provided for herein shall be coordinated with weekly indemnity benefits payable by the Sound Health and Wellness Trust. The Employer will pay sick leave benefits up to an amount which, when added to the weekly indemnity benefits that an Employee is eligible to receive from the Sound Health and Wellness Trust, is equal to but does not exceed the Employer's normal compensation for work actually performed.

ARTICLE 8 - DISABILITY LEAVE

8.1 Employees who have been in the employ of the Employer for one hundred twenty (120) or more days and who are disabled and unable to work due to illness or injury shall be entitled to disability leave in accord with the following provisions:

- a. The Employer may require the Employee to establish disability by submitting a statement from the Employee's physician certifying the expected period of disability.
- b. Disability leave may be granted for periods up to six (6) consecutive months and subject to periodic recertification by physician statements as may be requested by the Employer. The Employer shall have the right to extend additional periods of leave in accord with this provision.
- c. Employees on an authorized disability leave will retain their salary-progression and benefit rights accrued up to the time that such leave begins if the Employee returns to work in a timely manner as provided herein. Salary progression and benefit rights will not accrue during the Employee's period of authorized leave.

ARTICLE 9 - JURY DUTY LEAVE

9.1 Employees who are called for jury service shall be excused from work for the days on which they serve and shall receive a regular day's pay on scheduled days of work in addition to the pay received for such

jury service; provided, however, an Employee called for jury duty who is temporarily excused from attendance at court must report back to the Employer and if the Employer requests the Employee to do so, must report for work if sufficient time remains after such excuse to permit the Employee to report to work and work at least one-half (½) of the scheduled shift.

ARTICLE 10 - BEREAVEMENT LEAVE

10.1 In the event of death in the Employee's immediate family, immediate family to include relatives designated herein, the Employer shall pay the Employee wages for bereavement leave as follows: Death of spouse, domestic partner, children (including the current spouse of a child), mother, father, brother, sister, step-parents or step-children up to three (3) days off; mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents or grandchildren up to two (2) days off provided the Employee elects to take these days off.

ARTICLE 11 - HEALTH & WELFARE

11.1 Acceptance of Trust Agreement. The Employer and the Union agree to be bound by the terms of the Trust Agreement, which created the Sound Health and Wellness Trust, as initially executed on June 18, 1977, 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 Trust's Rules and Regulations, the Summary Plan Description, and other pertinent procedures, practices, and Trustee actions. The Employer accepts the Employer Trustee members of the Board of Trustees, and their duly appointed successors, as its representatives for the purposes of managing the Trust. The Union accepts the Labor Organization Trustee members of the representatives for purposes of managing the Trust. The Employer and the Union agree to be bound by the Health and Welfare Labor Agreement, effective May 6, 2007, by and between Allied Employers, Inc., and U.F.C.W. Union Locals Nos. 44, 81, 367, 381, 1105, 1439, U.F.C.W. International (AFL-CIO), and Teamsters Union Local No. 38, and by all amendments thereto.

11.2 Welfare Trust Employer Contributions. The Employer and Union agree that the money paid under that agreement will be used by the Trustees to provide, purchase and administer for eligible Employees and their dependents hospital, medical, surgical, vision, group life, accidental death and dismemberment (AD&D), dental and weekly disability benefits. The Employer agrees to pay on a compensable hours basis (maximum of eighty (80) hours per biweekly pay period per Employee) into the Sound Health and Wellness Trust on account of each member of the bargaining unit the Employer contribution rate in the amount determined from time to time by the Board of Trustees of the Sound Health and Wellness Trust. In addition, the Employer and Union agree that Employer contributions are effective with the first day of employment (no contribution waiting periods are allowed) and the total amount due for each biweekly pay period be remitted in a lump sum not later than twenty (20) days after the end of the biweekly pay period.

The Sound Health and Wellness Trust requires weekly Employee premium contributions, which are listed below as of the date of this Agreement. Employee contributions are as follows:

Weekly Employee Contributions				
Medical Plan Options	Single <i>(requires 60 hours minimum per month reported to the Trust)</i>	Employee & Spouse	Employee & Children	Family
	<i>(requires 80 hours minimum per month reported to the Trust)</i>			
PPO Option	\$9.00	\$21.00	\$15.00	\$23.00
HMO Option	\$5.00	\$15.00	\$9.00	\$19.00

Regardless of
PPO/HMO/Opt Out

Total Plan Cost (effective 2/1/2021)	
Ee Tenure 60 months or less	Ee Tenure 61 + months
\$5.50/hr *	\$4.65/hr *

* Rates subject to change at Plan discretion.

Regardless of tenure, the Company will pay up to \$5.10 per hour through April 30, 2022. Effective March 1, 2021, employees with sixty (60) months or less tenure shall be responsible for any remaining cost. If there is an increase to the Plan costs for those Employees tenured sixty-one (61) months or more to over \$5.10 per hour between May 1, 2022 and January 31, 2025, there shall be an economic reopener to bargain over such increase in premium. The subjects of bargaining shall be limited to the amount of the Employer contribution to Health and Welfare premiums and wages for the remainder of the contract term.

If an Employee opts-out of the Plan, the Company will make the full contribution unless/until there is a change in the Summary Plan Description (SPD) that allows the Company to forego contributions for Employees that opt-out.

The term "compensable hour" shall mean any hour for which an Employee receives any compensation required by this Agreement.

- 11.3 The Employer will contribute to the Sound Health and Wellness Trust as follows:
Effective with October 1, 2019 ("Effective Date") 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 14.3.

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 14.3.4. These amounts are in addition to the employer contributions required under Section 14.3.1. 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 2½ months of excess reserves before such date.

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 \$4.86) 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 as of such effective date.

The buy-up rate, if applicable, also will be decreased and increased accordingly. In the event the Trustees continue to follow this process through the life of this Agreement, the parties agree the

Employer will continue to pay the resulting recalculated rate and the buy-up rates shall continue to similarly fluctuate.

- 11.4 Benefit Program Details. The Employer and Union agree that the details of the benefit programs including a description of the exact benefits to be provided and the rules under which Employees and their dependents shall be eligible for such benefits shall be determined by the Trustees of the Sound Health and Wellness Trust in accordance with the terms and provisions of the Trust Agreement establishing the Trust Fund and as subsequently amended. The Employer and the Union also agree that the failure of an insurance carrier, medical service contractor or the Trust to provide the benefits specified in a policy contract or benefit plan sponsored by the Trustees shall result in no liability to the other Employers party to the Trust Agreement or Allied Employers' agreement or constitute a breach of any of the obligations which the Employer has undertaken under this agreement.
- 11.5 All changes in the coverage, contributions and administration language for the Sound Health and Wellness Trust that affect the Allied Employers, Inc. shall be applicable to this Agreement on the same effective dates.

ARTICLE 12 - SUPPLEMENTAL LIFE INSURANCE

- 12.1 The Employer will purchase a group insurance program to provide Life and Accidental Death & Dismemberment Benefits equal to those currently in effect for all full-time Employees in the bargaining unit.
- 12.2 NOTE: The New LTD Benefit improves the package being offered.*
50% of monthly earnings; to maximum of \$4,000
Buy-up of an additional 10% to 60%; to maximum of \$4,000
180 day elimination period before benefits become active
Provides safety net at the end of Short Term Disability Benefits
*at no cost to employee

ARTICLE 13 - PENSION

- 13.1 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 as initially executed on January 13, 1966, 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 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 the purposes of managing the Trust. The Union accepts the Labor Organization Trustee members of the Board of Trustees, and their duly appointed successors, as its representatives for the purposes of managing the Trust.
- 13.2 The Employer shall contribute to the Sound Retirement Trust, on behalf of each member of the bargaining unit, contributions to be calculated on the basis of the number of hours for which the Employer is obligated to pay contributions to the Sound Retirement Trust in accord with the separate Pension Agreement by and between Allied Employers, Inc. and U.F.C.W. Union Locals 367, 21, and 1439, U.F.C.W. International (AFL-CIO) and Teamsters Union Local 38 and by all amendments thereto.
- 13.3 The current basis for reporting contributions due to the Sound Retirement Trust is, and shall be, until such time as the separate Health & Wellness Agreement referred to in Section 11.2 above is amended, as follows: The Employer shall report all compensable hours up to a maximum of eighty (80) hours per

biweekly pay period per Employee. Contributions shall be paid on the basis of the number of hours reported multiplied by the applicable cents per hour as follows:

13.3.1 Until the effective date of the new future service defined benefit variable annuity plan (VAP) referenced in Section 13.3.2 and 13.4, 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. 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 selected Schedule and the Employer shall contribute in accordance with such schedule.

	Current	1/1/2021	1/1/2022	1/1/2023	1/1/2024	1/1/2025
Base	\$1.23	\$1.23	\$1.23	\$1.23	\$1.23	\$1.23
Supplemental	\$.10	\$.10	\$.10	\$.10	\$.10	\$.10
Yearly Rehab Rate	\$0.784 (effective 8/1/20)	\$.92	\$1.056	\$1.192	\$1.222	\$1.252
Non-Accrual Rate	\$.01	\$.01	\$.01	\$.01	\$.01	\$.01
Employee Payment	\$.55	\$.55	\$.55	\$.55	\$.55	\$.55
Total	\$2.674	\$2.81	\$2.956	\$3.082	\$3.112	\$3.142

Fifty-Five cents (\$0.55) per hour of employee wages shall be diverted to the Pension Fund as noted above. In the event the VAP becomes effective, the \$0.55 diversion of employee wages shall be redirected to the VAP. In the event the VAP will not accept the \$0.55 of wage diversion from the employees, the \$0.55 wage diversion shall be discontinued and the money shall be restored to the employees’ regular earnings. For any hours worked beyond what the Sound Retirement Trust (or the VAP, if adopted) will accept, the \$0.55 per hour employee wage diversion shall be included in the employee’s regular paychecks.

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.

Pension Protection Act (“PPA”). This Agreement is subject to the 2010-2011 Rehabilitation Plan adopted by the Board of Trustees and updated December 5, 2019.

13.3.2 Upon the effective date of the new future service defined benefit VAP (set forth in Appendix A), future benefit accruals under the SRT will cease and the SRT plan will be frozen; as a result, the funding of 125% of the base contribution of \$1.23 (\$1.5375) 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 such amount of \$1.5375 under this Section 13.3.2.

VAP contributions will then be made in accordance with section 2 of the VAP (Appendix A).

13.3.3 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.

13.3.4 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.

- 13.3.5 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.
- 13.3.6 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 UFCW and the full implementation of the agreement between Kroger and the UFCW, including the transfer of liabilities and assets from the SRT to the UFCW Consolidated Fund under the MOU between Kroger and the UFCW. If either the SRT or the UFCW Consolidated Fund does not approve the global solution, the bargaining parties will meet to discuss other alternatives. In the absence of such events taking place, the Employer's pension contributions shall continue as specified under the Preferred Schedule for the Rehabilitation Plan of the Sound Retirement Trust as revised December, 2019 as set forth in the preceding sections of this Article.
- 13.4 The VAP, if approved and implemented, will be paid and administered in accordance with the VAP terms set forth in Appendix A.
- 13.5 The Employer hereby agrees to provide for pre-tax deferral election contributions by Employees covered by this collective bargaining agreement to the Western Employees Benefit Trust. There will be no matching contribution made by the Employer. Employer has no obligation other than deducting from wages the amount specified by the Salary/Wage Reduction and Enrollment Form. The Employer agrees to transmit the amounts withheld from Employees' wages no later than the 15th day of the following month, to the bank or other depository designated by the administrator of the Western Employees Benefit Trust. Further, the Employer agrees to be bound by the term of the Plan document and Trust Agreement governing the Western Employees Benefit Trust and agrees to provide such information with respect to Employees covered by the collective bargaining agreement as may be needed by the administrator. Employees shall continue to have the option to annually select whether to divert additional voluntary pension contribution amounts for hours over 80 per biweekly pay period into their 401(k) plan or retain in their regular paychecks.

ARTICLE 14 - TEMPORARY HELP

- 14.1 The Employer shall be entitled to obtain the services of persons employed by temporary-help agencies to perform short-term, one-time projects or to substitute for Employees on disability leave. Persons whose services are obtained through a temporary-help agency in accord with this provision shall be considered Employees of the agency and shall not be subject to the terms and conditions of the Agreement. In the event a temporary Employee were to work more than six (6) months on any one project with the Company, either the Union or the Employee may request a meeting to evaluate the position to determine whether or not it should be made a regular position. In the event a decision was made to make the job permanent, no new probationary period would be required of the Employee.

ARTICLE 15 - NO STRIKE

- 15.1 During the term of this Agreement, there shall be no strike or any other form of work stoppage or picketing against the Employer.

ARTICLE 16 – LABOR MANAGEMENT COMMITTEE

- 16.1 In the interest of maintaining a collaborative and collegial relationship, the Employer and the Union agree to maintain a Labor/Management Committee (LMC). This committee may meet quarterly and can meet more often with mutual agreement. Labor and Management, respectively, will appoint an equal number of representatives (up to six). An HR Manager and the Union representative will attend in addition to the committee members. Management will facilitate scheduling and LMC members will be on paid release time during regularly scheduled work hours. Subject matter experts may attend with prior notice to the committee. The purpose of the LMC is to discuss and collaboratively problem solve issues of concern from labor and/or management. The LMC will not be used to supplant the contractual process of grievance and/or contract negotiations. An agenda will be developed for each meeting and a note taker will be designated to take minutes to be shared with the members of the bargaining unit, by email and/or by posting on the bulletin board.
- 16.2 New Hire Orientation. The Employer will provide the Union Representative or a designated Steward access to new hires monthly for the purpose of introduction and orientation to UFCW Local 1439 and their collective bargaining agreement.
- 16.3 Meeting Rooms. The Union shall be permitted to use designated portions of the Employer’s premises for meetings with the bargaining unit provided sufficient advance request for meeting rooms is made to the designated administrator and space is available.

ARTICLE 17 - GRIEVANCE PROCEDURE

- 17.1 A grievance is defined as a dispute between an Employee(s) or the Union on behalf of such Employee(s) with respect to the interpretation or application of any terms or conditions specified in this Agreement. All grievances must be processed in accordance with the procedure set forth below. All potential grievances must be initially raised within fourteen (14) calendar days of the time the employee became aware of events that precipitated the problem. The grievance must be raised in accordance with the following procedure:

Step I: The Employee having a potential grievance must first present it to the Employee's supervisor. If the matter cannot be settled between the parties within five (5) calendar days following presentation to the supervisor, it must be processed in accordance with Step II.

Step II: Within ten (10) calendar days of the date Step I was completed, the Union, on behalf of the Employee, must file a statement of the grievance in writing with the designated Employer representative which shall contain the following information:

- a. the facts upon which the grievance is based,
- b. reference to each Article and Section of the Agreement alleged to have been violated, and
- c. the remedy sought.

The designated Employer representative and Union business representative shall within ten (10) calendar days following the filing of such written statement of grievance meet in an attempt to resolve the grievance.

Step III: Arbitration

If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Union have complied with the specific procedures, requirements and time limitations specified in Steps I and II herein, the Union may submit the issue in writing to final and binding arbitration within fourteen (14) calendar days following the meeting between the Employer and the Union representative. If the Employer and the Union are unable to agree on an impartial arbitrator, a list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service (FMCS). The parties shall thereupon alternate in striking a name from the panel until one remains. The person whose name remains shall be the arbitrator.

The parties may agree to replace the FMCS panel with a local panel of five mutually agreeable arbitrators (to be selected on or before July 1, 2008 or revert to the current FMCS panel) using the existing grievance procedure with the understanding that both parties may still amend the current grievance procedures by mutual agreement during the contract term, on a case by case basis.

The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall only be authorized to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The arbitrator shall only have the authority to rule on the specific issue as defined in writing at Step II of this grievance procedure. Each party shall bear one-half (½) of the fee of the FMCS arbitrator and/or local arbitrator panel and any other expense jointly incurred incidental to the arbitration hearing. Otherwise, both parties will pay the costs of their own representatives and witnesses in addressing grievance matters at any stage of the grievance procedure, including arbitration.

- 17.2 Time limits for processing grievances may only be extended by mutual agreement. Failure on the part of the Union to comply with the procedural requirements specified herein shall result in the matter being resolved in accordance with the Employer's position. Failure of the Employer to respond according to the timelines specified herein shall result in the grievance being automatically advanced to the next step.
- 17.3 In order for a grievance to go to Accelerated Arbitration Procedure (AAP), both the Employer and Union representative must agree that the matter is appropriate for resolution by AAP. If either party's representative disagrees, the grievance shall not be submitted to AAP and the matter shall be resolved by the usual grievance process as outlined in Article 16 Grievances.

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

1. Selection of Arbitrator: The parties shall use the normal arbitrator selection procedure. If the chosen arbitrator is not able to fulfill his/her duties per the timelines/terms of this procedure, the parties will go to the last struck arbitrator (and so on, in reverse order of struck arbitrators).
2. Date of Hearing: The date for the hearing shall be within forty-five (45) days of the request for AAP, unless an extension is mutually agreed to by the parties.
3. Hearing Conduct and Procedure:
 - a. The hearing shall be informal;
 - b. No briefs shall be filed or transcripts made;

- c. Each party may offer an opening statement and a closing argument;
 - d. Each party's case shall be presented by a representative of their choosing.
4. Removing the Grievance from AAP:
- a. Prior to the commencement of the hearing, either party may unilaterally remove the matter from the AAP so long as they do so forty-eight (48) hours prior to the hearing. Any arbitrator cancellation fees or joint hearing expenses will be the responsibility of the party removing the matter from AAP. The matter shall then revert back to the usual grievance procedure.
 - b. Within forty-eight (48) hours of the hearing, it shall take both parties' agreement to remove the matter from the AAP and refer it back to the usual grievance procedure.
5. Arbitrator's Decision:
- a. The Arbitrator shall render his/her decision within five (5) working days after the conclusion of the hearing (excluding Saturdays, Sundays, and holidays).
 - b. His/Her decision shall be based on the record developed by the parties at the hearing and shall include a brief written explanation of the basis for his/her conclusion.
 - c. These decisions will not be cited as a precedent in any future grievances, arbitrations, or AAPs, except as it relates to the Grievant.
 - d. The authority of the Arbitrator shall be the same as those provided in the usual grievance procedure negotiated between the parties.
 - e. Copies of the decision shall be emailed/faxed and mailed to the parties' representatives within five (5) working days of the hearing (excluding Saturdays, Sundays, and holidays).

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

ARTICLE 18 - GENERAL PROVISIONS

- 18.1 Neither the Union nor the Employer, in carrying out their obligations under this contract shall unlawfully discriminate in matters of hiring, training, promotion, transfer, layoff, discharge or otherwise because of race, sex, religion, color, creed, national origin, age, marital status, sexual orientation, disability (provided the disability, with reasonable accommodation, does not prevent the Employee from performing the assigned duties required), or any other legally protected classification under federal, state or local law. The Employer will comply with all required legislation.
- 18.2 The Union and each Employee authorizing assignment of wages for payment of the voluntary political action contributions hereby undertakes to indemnify, defend, and hold the Employer harmless from all claims, demands, suits and other liability that may arise against the Employer for or on account of any deduction made from the wages of such Employee.
- 18.3 The Employer will, upon written authorization of the Employee at their choice, deduct from the wages of each Employee covered by this Agreement, the Union initiation fees and regular monthly dues uniformly levied by the International Union and Local Union upon members in accordance with the Constitution and Bylaws of the Union, and shall remit such deductions to the Local Union on the twentieth (20th) day of each month during the period of this agreement.

ARTICLE 19 - MANAGEMENT RIGHTS

- 19.1 The Employer shall retain exclusive rights and powers to exercise the customary functions of the Employer for carrying on the business and operations. These rights and powers include, but are not limited to, the rights to select, hire, demote, promote, assign, train, supervise and direct all Employees,

and the right to maintain discipline, efficiency and quality standards for the Employees and the business. These management rights and powers are not all-inclusive, but indicative of the type of rights which belong and are reserved for management. It is understood that any of the rights, power, or authority the Employer had prior to the signing of this agreement are retained by the Employer, except those specifically abridged or modified by this agreement.

ARTICLE 20 – SENIORITY AND APPLICATION OF SENIORITY

- 20.1 Definition of Seniority: Seniority is defined as an Employee's continuous length of service with the Employer from the most recent date of hire.
- 20.2 Layoff: When there is a need for a layoff within a job classification, seniority will be the determining factor, providing skill, ability, experience, performance, and/or quality of work are considered equal in the opinion of the Employer. The decision shall be the Employers; such decision shall be fairly and reasonably exercised.
- a. If more than one former Administrative Services, Inc. (ASI) employee has the same Zenith seniority and meets all the criteria in 21.2 above, then the determining factor for who will be selected for lay off, will be their date of hire with ASI.
- 20.3 Recall: Upon layoff, the names of such Employees will be placed on a recall list for one hundred and eighty (180) days. It shall be the Employee's responsibility to keep Zenith Administrators informed of his/her current address and phone number. Failure to do so shall absolve the Employer of any further obligation under this section. When a vacancy is to be filled from the reinstatement roster, the order of reinstatement shall be in reverse order of layoff, provided skill and ability are equal in the judgment of the Employer.
- 20.4 Job Posting: Prior to filling a bargaining-unit position, the position will be posted on the bulletin board in the lunchroom for five (5) working days. The posting will include a description of the job, qualifications, pay grade and whether the position allows for telecommuting.
- 20.5 All eligible Employees who meet the minimum qualifications for an open position will be granted an interview with Human Resources and/or the Hiring Manager. Employees who interview for an open position but do not receive an offer will be notified by Human Resources as soon as possible after the position has been filled.

ARTICLE 21 – SEVERANCE PAY

- 21.1 It is agreed that each full-time and part-time Employee who is laid off from his/her employment for reason of the voluntary closing, selling of an Employer's offices, or permanent layoff, shall be compensated for such layoff provided he/she has been continuously employed by the Employer for a period of at least two (2) years. An eligible Employee compensated for his/her layoff shall be on the basis of their normally scheduled weekly work hours of severance pay for full-time; part-time will be pro-rated (at his/her straight time hourly rate of pay excluding any premiums) for each two (2) full years of actual employment, commencing with the second year thereof. Payment under this formula shall be a maximum of two hundred and twenty-five (225) hours of severance pay.
- 21.2 Limitations on Severance Pay: The above described severance pay will not be paid to:
- a. any Employee who accepts a job with the Employer, or any Employee who refuses a job with the Employer at any location within the Spokane area;

- b. any Employee who voluntarily quits, or is discharged for cause, before he/she is separated from employment by the Employer or prior to the voluntary closing or selling of an Employer's offices;
- c. any Employee accepting severance shall forfeit and cease to have any seniority and recall rights, as provided for in this Agreement; any Employee re-employed after receiving severance pay shall be considered a new Employee from the date of re-employment.

21.3 Deferment of Severance Pay: In the event an eligible Employee wishes to remain on the seniority list for the purpose of possible recall, he/she may elect to defer acceptance of his/her severance pay for a period of six (6) months. At any time during such period of six (6) months, however, he/she may request this severance pay, and his/her right of recall and seniority shall terminate as of that date.

Option: Subject to Employer approval of an Employee's request, an Employee may be paid (as an advance payment) up to one half of severance pay (but no more than one (1) week of this severance pay) and still remain eligible for recall for a period of six (6) months. If rehired within the six (6) month period, the laid off Employee will reimburse the Employer for any severance pay received. The Employee will authorize payback by payroll deduction at 10% of the balance due per month upon return from layoff.

ARTICLE 22 - DURATION OF AGREEMENT

22.1 It is hereby understood and agreed that this Agreement shall be in full force and effect for a five (5) year term February 1st 2020 through January 31st 2025, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

Agreed upon contract amendments will take effect upon the date of signing by both parties, unless another effective date is identified in the contract. Contract amendments, including retroactive application of wages, shall only apply to active employees in the employment of the Employer on or after the date of ratification by the Union.

22.2 Where no such cancellation or termination notice is served and both parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to January 31, 2025, or January 31st of any subsequent Agreement year, advising that such party desires to revise or change terms or conditions of such Agreement.

Dated this 1st day of March 2021.

ZENITH AMERICAN SOLUTIONS, INC.

UNITED FOOD AND COMMERCIAL
WORKERS UNION LOCAL 1439

Signature: Leigh Dobbs
Leigh Dobbs (Mar 1, 2021 17:39 EST)

Signature: Eric Renner
Eric Renner (Mar 15, 2021 19:45 CDT)

Email: ldobbs@zenith-american.com

Email: eric@ufcw1439.org

Leigh Dobbs
Chief Human Resources Officer

Eric Renner
Union President

UFCW 1439 Spokane

Job Classifications and Grades
Title/Grade by Function

<u>Function</u>	<u>Job Title</u>	<u>Grade</u>
Trust Accounting	Bookkeeper	6
	Senior Bookkeeper	7
Contribution Accounting	Data Entry Clerk	3
	Contribution Processor 1	5
	Contribution Processor 2	6
	Senior Contribution Processor	7
	Lead Contribution Processor	7
Pension	Retirement Benefit Clerk	3
	Retirement Benefit Processor	6
	Senior Retirement Benefit Processor	7
	Lead Retirement Benefit Processor	7
Claims	Claims Clerk	3
	Claims Processor I	4
	Claims Processor II	5
	Claims Processor III	6
	Senior Claims Processor	7
	Lead Claims Processor	7
Customer Service	Customer Service Representative	6
	Senior Customer Service Representative	7
	Lead Customer Service Representative	7
Office Support	Receptionist	1
	Office Support Clerk	2

SCHEDULE B

LOCAL 1439 WAGE SCHEDULE

Zenith American Solutions
 UFCW Local 1439 Wage Rates
 CBA: 2/1/2020 through 1/31/25

GRADE	Current	Effective 8/1/2020			Effective 2/1/2021			Effective 2/1/2022			Effective 2/1/2023			Effective 2/1/2024		
		+ pension	increase	- pension	+ pension	increase	- pension	+ pension	increase	- pension	+ pension	increase	- pension	+ pension	increase	- pension
		\$0.55	2.00%	\$0.55	\$0.55	2.50%	\$0.55	\$0.55	3.00%	\$0.55	\$0.55	3.00%	\$0.55	\$0.55	3.75%	\$0.55
1	\$15.22	\$15.77	\$16.09	\$15.54	\$16.09	\$16.49	\$15.94	\$16.49	\$16.98	\$16.43	\$16.98	\$17.49	\$16.94	\$17.49	\$18.15	\$17.60
2	\$15.62	\$16.17	\$16.49	\$15.94	\$16.49	\$16.91	\$16.36	\$16.91	\$17.41	\$16.86	\$17.41	\$17.94	\$17.39	\$17.94	\$18.61	\$18.06
3	\$16.41	\$16.96	\$17.30	\$16.75	\$17.30	\$17.73	\$17.18	\$17.73	\$18.26	\$17.71	\$18.26	\$18.81	\$18.26	\$18.81	\$19.52	\$18.97
4	\$17.20	\$17.75	\$18.11	\$17.56	\$18.11	\$18.56	\$18.01	\$18.56	\$19.11	\$18.56	\$19.11	\$19.69	\$19.14	\$19.69	\$20.43	\$19.88
5	\$18.76	\$19.31	\$19.70	\$19.15	\$19.70	\$20.19	\$19.64	\$20.19	\$20.79	\$20.24	\$20.79	\$21.42	\$20.87	\$21.42	\$22.22	\$21.67
6	\$21.01	\$21.56	\$21.99	\$21.44	\$21.99	\$22.54	\$21.99	\$22.54	\$23.22	\$22.67	\$23.22	\$23.91	\$23.36	\$23.91	\$24.81	\$24.26
7	\$22.85	\$23.40	\$23.87	\$23.32	\$23.87	\$24.46	\$23.91	\$24.46	\$25.20	\$24.65	\$25.20	\$25.95	\$25.40	\$25.95	\$26.93	\$26.38

Adjustments will be made, if needed, to increase any hourly rates falling below State minimum to comply with the law.

Employees hired on/after March 1, 2021 will have a wage reduction for Health and Welfare, if needed, per Article 11.2.

APPENDIX A
VARIABLE ANNUITY PLAN (VAP)

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.

The Employer will contribute one dollar and twenty-five cents (\$1.25) per hour for each eligible active participant to the VAP, commencing with the effective date. 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. Salary shall be gross wages per payroll period. Contributions shall be remitted monthly, in the same manner as they have been made to the SRT. The benefit accrual under the VAP will be periodically reviewed (but at least every three 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, in no event shall the contribution be less than the \$1.25. All actuarial assumptions of the plan will be reviewed and adjusted as necessary on an annual basis for the term of this CBA.

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 the end of the initial first full Plan Year.

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.

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.

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.

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.

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 an additional contribution of three (\$.03) cents per hour.

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.

The Governance of the VAP will be modeled after the SRT Trust Agreement document, as appropriate and agreed to by the plan sponsor.

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 UNION DIFFERENCE

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

A Voice at Work

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

Right to Union Representation

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

Just Cause for Discipline

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

The Security of a Union Contract

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

Union Leadership

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

My Shop Steward is:

My Union Rep is:

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

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

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

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

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

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

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

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

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

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

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UFCW3000

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

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