

Agreement by and between
UFCW 3000
and
NORTHWEST ADMINISTRATORS, INC.

Administrative Employees

Effective: 06-01-2020 – 08-31-2024

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

**2020 - 2024
AGREEMENT**

**By and Between
UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL 21
And
NORTHWEST ADMINISTRATORS, INC.**

Administrative Employees

TABLE OF CONTENTS

PREAMBLE.....	3
ARTICLE 1 - RECOGNITION AND BARGAINING UNIT	3
ARTICLE 2 - UNION SECURITY	3
ARTICLE 3 - DEFINITIONS.....	5
ARTICLE 4 - HOURS OF WORK AND OVERTIME	6
ARTICLE 5 - TRANSFERS, ADVANCEMENTS AND LAYOFFS.....	6
ARTICLE 6 - WAGES AND CLASSIFICATIONS.....	9
ARTICLE 7 - HOLIDAYS.....	10
ARTICLE 8 – ANNUAL LEAVE	11
ARTICLE 9 - LEAVES.....	13
ARTICLE 10 - HEALTH & WELLNESS, PRESCRIPTION, VISION & DENTAL	15
ARTICLE 11 – PENSION PLAN.....	17
ARTICLE 12 – GENERAL CONDITIONS.....	18
ARTICLE 13 - DISCRIMINATION OR DISCHARGE OF EMPLOYEES.....	19
ARTICLE 14 - GRIEVANCE PROCEDURE	19
ARTICLE 15 - RIGHTS AND RESPONSIBILITIES	21
ARTICLE 16 - DURATION OF AGREEMENT	21
APPENDIX “A” – WAGES	23

**2020 – 2024
AGREEMENT**

**By and Between
UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL 21
And
NORTHWEST ADMINISTRATORS, INC.**

Administrative Employees

THIS AGREEMENT is mutually entered into this 1st day of June, 2020 , by and between UFCW Local 21, chartered by the United Food and Commercial Workers International Union, hereinafter referred to as the "Union," and Northwest Administrators, Inc., hereinafter referred to as the "Employer."

PREAMBLE

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 to be observed by both parties to this Agreement and set forth herein.

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

1.01 Recognition – The Employer hereby recognizes the Union as the sole and exclusive bargaining representative with respect to wages, hours and working conditions of employment for all classes of office workers of the Employer for the classifications contained herein within the geographical jurisdiction of the local Union.

1.02 Bargaining Unit Work – Work involving the performance of services within the classifications contained herein is recognized as bargaining unit work and shall not be performed by any person not a member of the bargaining unit. It is understood that supervisory personnel shall limit their activities primarily to supervisory functions, provided that supervisory personnel may perform bargaining unit work in emergency situations.

ARTICLE 2 - UNION SECURITY

2.01 All present Employees who are members of the Union on the effective date of this Article or on the date of execution 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 thirty-first (31st) day following the effective date of this Article or the date of this Agreement, whichever is later.

2.02 Upon written notice from the Union that any Employee has failed to acquire membership in the Union, as herein provided, or has failed to hereafter maintain good standing, as herein

provided, the Employer shall, within fourteen (14) calendar days of such notice, discharge said Employee.

2.03 Master Lists/Status Reports – The Employer shall supply to the Union on a monthly basis a list of all Employees covered by this Agreement. The list shall be sent electronically and shall include the Employee's name, address, phone number, job classification, department, date of hire, social security number, wage rate, FTE status, and gross income for the previous month. Each month the Employer will also include an electronic list of new hires and termination during the previous month. The new hire list shall include all information listed above. The termination list shall include the effective date of termination.

2.04 Voluntary Dues Deduction – The Employer shall deduct from the wages of each Employee, upon proper authorization from the Employee affected, initiation fees and union dues that are authorized by a regular and proper vote of the membership of the Union. The deducted sums will be conveyed to the Union promptly. The demographic information will be sent electronically; such list shall include: social security number, Employee's name and the amount deducted for the relevant period. The Union and each Employee agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, this wage deduction. The Employee shall, within thirty (30) days after commencement of employment, provide the Employer with a signed authorization for such deductions.

2.05 Monies shall be deducted from the last payroll period of the month for the following month and shall be forwarded by the Employer to the Union not later than ten (10) days following the payroll period, accompanied by a written statement of the names of the Employees from whom the deductions were made and the amount of these deductions.

2.06 In the event of a change in the Union dues, the Union will give the Employer thirty (30) days' notice prior to the effective date of such change.

2.07 Union Documentation to New Employees – The Employer will distribute a copy of this Agreement to each Employee presently employed and to all newly hired Employees with the Union membership application form and payroll deduction card. The Union will print and provide copies of the Agreement and membership forms to the Employer. In addition, the Employer will make this Agreement available to Employees on the company's intranet.

2.08 Union Visitation – It is expressly understood and agreed that agents of the Union may enter the premises of the Employer for the purpose of meeting with the Employees; provided such meeting does not unreasonably interfere with the Employees' work. Agents' presence shall be made known to the Employer's representative prior to arrival.

2.09 Stewards – The Union may designate a member(s) of the bargaining unit as steward(s) for the purpose of communication between the Union and its members. Duties of stewards will not include handling grievances, attending meetings between management and other Employees (except investigatory meetings), interpreting this Agreement, initiating strike action, slowdown or other interruptions or interference with the Employer's business; however, stewards will be allowed to attend meetings at the request of fellow Employees. This will include the request by

an Employee to have the steward present for any meeting with the supervisor under the initial discussion of the Employer's disciplinary procedures.

2.10 Stewards shall not conduct their activities during their working hours or so as to involve any other Employee during that Employee's working hours.

2.11 There will be no discrimination by the Employer against any steward or other Employee for lawful Union membership or activities.

2.12 Voluntary Political Action Fund – Provided at least five (5) Employees elect to withhold voluntary political contributions, the Employer, during the term of this Agreement, shall deduct a sum specified from the pay of each member of the Union who voluntarily executes a Political Action Contributions Withholding Authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. The amount deducted and a roster of all Employees using the payroll deduction for voluntary political action contributions will be promptly transmitted to the Union by separate check payable to its order. Upon issuance of a transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and the Employee authorizing the assignment of wages for the payment of the voluntary political action contributions hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wage of such Employee.

ARTICLE 3 - DEFINITIONS

3.01 Probationary Employee – All new Employees shall work under the provisions of this agreement but shall be employed on a three (3) month trial basis with the Employer during which period the Employee may be discharged without further recourse. Upon the completion of the three (3) month probationary period, the Employee shall be classified as a regular Employee.

3.02 Regular Employee – An Employee who has completed the required probationary period and reports on a regularly scheduled basis of either full-time (37 ½ or 40 hours per week) or part-time (less than 37 ½ hours per week).

3.03 On-Call Employee – An Employee who works a varying schedule and whose job assignment is intended to be short term and dependent upon business and personnel fluctuations. On-call Employees shall be excluded from the provisions of Articles 7, 8, 9, 10, and 11.01 and 11.02 of this Agreement. An on-call Employee who works more than 720 hours in a calendar year shall become a regular Employee and eligible for all provisions of this Agreement. These limits may be extended on an individual basis by mutual agreement between the Employer and the Union. The Union shall not unreasonably withhold approval of a request for extension. The intention of on-call Employee usage is not to displace permanent positions.

3.04 Student Exemption – A bona-fide student whose school schedule does not permit the use of established work schedules may be exempted from the premium and overtime provisions of this Agreement by mutual agreement between the Employer, the Union, and the Employee.

3.05 Seniority – Seniority is defined as the length of continued employment from the last date of hire of an Employee with the Employer within the bargaining unit.

ARTICLE 4 - HOURS OF WORK AND OVERTIME

4.01 The work week shall consist of seven and one-half (7 ½) hours per day, five (5) days per week, Monday through Friday, inclusive. Time and one-half shall be paid for all work performed on Saturday or Sunday¹ or for work in excess of seven and one-half (7 ½) hours per day or thirty-seven and one-half (37 ½) hours per week, except for make-up time (which must be pre-authorized and scheduled by the Employer) which shall be performed at straight-time pay. Any Employee reporting for duty on any day shall be guaranteed at least four (4) consecutive hours of work, except that work that is performed to make up for time lost in the current and immediately preceding payroll periods.

4.01.1 Alternative Work Schedules – Employees may request and may be granted the option to work a forty (40) hour weekly work schedule, with all such hours paid at straight time. No Employee will be required to work a forty (40) hour weekly work schedule. The Employer and Employee shall agree upon a work schedule, such as eight (8) hours per day, or a compressed work schedule. An example of a compressed work week is four (4) ten (10) hour days. The weekly hours or the compressed work week schedule may be rescinded by the Employer with no less than thirty (30) days of notice to the Employee unless otherwise unavoidable. If a compressed work schedule is rescinded, the Employer and the Employee will discuss options that allows the Employee to return to a thirty-seven and one-half (37 ½) hour work week.

Should the Employee be approved to work a forty (40) hour per week schedule or a compressed work schedule, overtime will be paid only on hours worked in excess of forty (40) in a work week, all hours over 40 are overtime.

4.02 Limitation on Scheduled Overtime – It is agreed that Employer will not schedule more than five (5) hours overtime per week except in case of emergencies and then the overtime may be extended but for short periods of time only.

4.03 Excess Hours – In the event that excess hours are required in a department, the Employer may, at its option, offer additional hours to present Employees who volunteer to work in a lesser rated position prior to seeking temporary help from outside the company. The Union shall be notified prior to any offer being made.

4.04 Telecommuting – The Employer will provide the opportunities for Employees to work remotely based on operational needs. Opportunities will be awarded based on mutual agreement between the Employer and Employee.

ARTICLE 5 - TRANSFERS, ADVANCEMENTS AND LAYOFFS

5.01 Seniority shall apply on a grade basis. Where merit and ability are equal, an Employee's seniority shall be recognized when it is necessary to increase or decrease the number of regular

¹ Sunday is not a required workday; it is optional.

Employees or their work hours. Merit and ability means the merit and ability to do the appropriate job in a good and workmanlike manner, taking into consideration an Employee's total conduct, performance, and qualifications. The Employer shall be the judge of whether the merit and ability of the Employees are equal; but this judgment shall be fairly and reasonably exercised. When considering the Employee's total conduct, performance and qualifications, the Employer will not consider written warnings that are more than one year old and no more than the last two evaluations.

Once an Employee has been selected to fill a position in a higher grade, the Employer shall begin to pay the appropriate pay increase within three (3) weeks of posting the successful bid and to the wage level that provides a wage increase.

5.02 In the event an Employee is laid off, the Employee shall assume any open position for which he or she is qualified. If no position is open for which the Employee is qualified, the Employee shall be entitled to the position held by the Grade 1 Employee with the least seniority. (In restoration of service after layoff the same principle shall be applied as stated in the previous sentences.) If the Employee assumes an open position, which is reduced in grade, the Employee shall be entitled to be paid, during the first two (2) weeks, at their former level of pay.

5.02.1 Seniority and Layoff – When there is a need for a layoff within a job classification, seniority will be the determining factor, providing merit and ability are equal. The Employer shall be the judge of whether the merit and ability of the Employees are equal; but this judgment shall be fairly and reasonably exercised. Any disagreement between the Union and the Employer may be discussed with the Union, the Employer and the Employee involved.

5.02.2 Severance Pay - It is agreed that each full-time and part-time Employee who is laid off from his/her employment for permanent layoff, shall be compensated for such layoff provided he/she has been continuously employed by the Employer for a period of at least ten (10) years. An eligible Employee compensated for his/her layoff shall receive severance pay equal to the employee's normal workweek's pay for three (3) weeks of severance pay or three (3) weeks of layoff notice.

5.02.03 Bumping – Any Employee affected by such reduction in workforce may apply for any vacancy. For promotions, normal job bidding process apply. For those electing to exercise his or her seniority may bump into the same or lower classification where there is an Employee with less company seniority. Employees wishing to bump into higher classification must complete and pass any job-related software tutorial, as provided by the Employer, as well as meet current established job requirements. In the event of a lay-off, bumping will be limited to two (2) bumps. Employees will not be subject to testing but must successfully complete and pass designated software tutorial when moving to an equal or lesser grade.

5.02.4 Recall Rights - Upon layoff, the names of such Employees will be placed on a recall list for one hundred twenty (120) days. It shall be the Employee's responsibility to keep the Employer 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 skills and ability are equal in the opinion of the Employer, provided such opinion is not arbitrary or capricious. Job openings will be offered to Employees on recall before any considering other candidates, internally (job bidding) or externally, or hiring of temporary employees. Employees will not be subject to testing but must complete and pass designated software tutorial when moving to an equal or lesser grade.

5.03 Seniority rights shall terminate if an Employee:

- a. Quits.
- b. Is discharged.
- c. Is laid off for a period equal to the Employee's seniority or six (6) months, whichever is the lesser period.
- d. Fails to return to work in accordance with the terms of a leave of absence or when called to return from a layoff. It is agreed that consideration shall be given to extenuating circumstances.
- e. Fails to inform the Employer of a change in address and telephone number while on layoff.

5.04 Shift and Job Openings – All job openings above Grade I covered by this Agreement, will be posted in a location frequented often by Employees for a period of not less than three (3) working days—Monday through Friday. Employees interested in being considered for the opening shall fill out an application form, advising the Employer.

5.05 All interested Employees are eligible to submit a bid for a job opening. Any Employee, who has occupied his or her current position as a result of a successful bid within the last six (6) months, shall be excluded from consideration, unless there is no qualified applicant for the posted position. The Employer, on an individual basis, may make any portion of this section less restrictive.

5.06 The Employer shall fill the job opening by considering seniority, merit and ability. Where merit and ability are equal, seniority shall be the determining factor. Merit and ability means the merit and ability to do the appropriate job in a good and workmanlike manner, taking into consideration an Employee's total conduct, performance, and qualifications. The Employer shall be the judge of whether the merit and ability of the Employees are equal; but this judgment shall be fairly and reasonably exercised. An Employee with seniority shall be given preference over a temporary Employee for any position for which the Employee is qualified. Any disagreement between the Union and the Employer may be discussed with the Union, the Employer and the Employee involved.

5.07 Any dispute which remains unresolved after the above process shall be entitled to an Executive Appeal to a committee consisting of the designated representative of the Employer and the designated representative of the Union along with the grieved Employee. In the event there is still a disagreement, the Employer's position shall prevail. The procedure shall not be subject to the arbitration provision of the grievance clause.

5.08 Temporary jobs shall not be created or filled for a period exceeding ninety (90) days (with the exception of jobs temporarily filled because of disability leave). This time limit may be extended on an individual basis by mutual agreement between the Employer and the Union.

5.09 In the event the Employer contemplates making significant and major changes which would cause the closure of an entire department, notice will be given as soon as practicable to the Union and discussed before any employment changes are implemented. The Employer will make every reasonable effort to provide continuity of employment for those Employees affected.

5.10 Subject to the terms and conditions of this Agreement, the Employer shall have complete freedom in questions of transfer and advancement of Employees, provided that freedom/decision is fair and reasonable.

ARTICLE 6 - WAGES AND CLASSIFICATIONS

6.01 Wages – Refer to Appendix “A”.

All associates in all pay grades, having worked one hundred and eighty (180) days or more prior to the ratification date, will receive a one-time supplemental wage payment paid at fifty (50) hours at current wage rates. The payment will be processed within three (3) weeks after ratification of the new labor agreement.

6.02 There shall be a sixty cent (\$.60) premium for all hours worked on the second shift.

6.03 Bilingual Pay – An Employee whose position requires use of a second language as part of their normal job duties, and as outlined in the job description, will receive a forty cent (\$.40) premium per hour for all hours worked in such position.

This hourly premium shall not apply to those Employees hired prior to February 5, 2018, until they reach top of grade. Upon reaching top of grade, and assuming use of the second language is still a job requirement, Employee shall be entitled to the forty cent (\$.40) premium per hour for all hours worked.

6.04 No Employee who, prior to the date of this Agreement, was receiving more than the rate of wages 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. Any Employee receiving compensation over scale shall continue to receive not less than the same amount over the new scale.

6.05 In case of any new classification developing, a wage scale shall be set by agreement between the parties.

6.06 It is hereby agreed that two (2) weeks' notice shall be served upon one party by the other party prior to termination of services with the Employer, except in the case of new or probationary Employees or where the Employee is terminated for sufficient cause; the Employer may, however, upon payment of the two (2) weeks' wages as severance pay, terminate services in lieu of two (2) weeks' notice.

6.07 Employees using data processing devices shall be paid at the employment classification for which the devices are used.

6.08 No Employee shall suffer any reduction in wages if used temporarily in any capacity. No Employee will be required to work at a higher rated position for more than four (4) hours in the workday and no longer than ten consecutive (10) days without receiving the wages of this position as called for in this Agreement. Any employee who works in a higher job class for more than ten (10) consecutive days shall receive retroactive pay for all hours worked in the higher position during the previous ten (10) days. This shall not apply to positions subject to job bidding, or disability/medical leaves of more than five (5) working days.

6.08.1 By mutual agreement, an Employee may train in a higher rated position at their current rate of pay. This shall not apply to positions subject to job bidding. Time spent in training shall be set in a meeting between the Union, the Employee and the Employer. Time spent by an Employee in a position that subsequently is subject to a job bid shall be recognized.

6.09 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.

ARTICLE 7 - HOLIDAYS

7.01 No Employee shall be required to work on the following holidays, except as provided in Section 7.03:

- New Year's Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Working Day before Christmas
- Christmas Day
- Personal Holiday (for Employees who have worked for the Employer for one (1) year or more)
- Presidents' Day and Memorial Day shall be celebrated on the day designated under the Federal Law. All Employees who have been on the payroll for thirty (30) days or more shall be paid for the above holidays (except the Personal Holiday) regardless upon which day of the week the holiday shall fall.

7.02 Employees must provide reasonable notice of their intent to utilize the Personal Holiday and such holiday will only be scheduled by mutual agreement between the Employee and the

Employer. However, the reasonable notice requirements may be waived in cases of emergency which may include sickness of the Employee's spouse and/or other dependents. The Employee's use of the Personal Holiday will not result in an attendance occurrence/point as long as twenty-four (24) hours of notice and approval is provided, given that such approval shall not be arbitrary or capricious.

7.03 If any work is performed by an Employee on a holiday, compensation at time and one-half (1½) in addition to holiday pay shall be paid. When any aforementioned holiday shall fall on Sunday, the Monday following shall be considered the holiday. Whenever any of the above holidays fall on a Saturday, the Employee will be paid for such holiday or be granted a work day off the work week preceding such holiday or a work day off in the work week succeeding such holiday. When Christmas falls on Saturday, the Employer may schedule a four (4) day work week with six (6) days of straight time pay or a three (3) day work week with five (5) days of straight time pay.

7.03.1 The Employer will review the night shift's working on New Year's Eve on an annual basis and consider a mutually agreeable alternate shift. The review will occur the first week of December.

7.04 Employees volunteering to work but failing to report for work on any authorized holiday shall receive no holiday pay except when the Employee is unable to work because of illness or another emergency for which the Employer may require documentation. To be eligible for holiday pay, an Employee must have worked the last scheduled work day prior to and the next scheduled work day after the holiday, except when the Employee is unable to work because of illness or another emergency for which the Employer may require documentation.

7.05 Switchboard Operators' work on holidays shall be voluntary except if no one volunteers, then the least senior among the operators or relief operators may be scheduled to work. The only holidays affected by this are Presidents' Day, the Friday after Thanksgiving, and the working day before Christmas.

7.06 The Employer has the right to ask for proof of illness if an Employee is absent the day before or the day after a holiday.

ARTICLE 8 – ANNUAL LEAVE

8.01 Annual leave will provide Employees with paid time, as much as possible on a scheduled basis to cover needs or uses as defined by the Employee and to encourage such time on a scheduled basis. Annual leave is to be used for the Employee's illness, family illness, vacation, family emergencies or other personal business.

8.02 Employees in their first two (2) years of employment earn annual leave at a rate of one (1) hour of annual leave for every forty (40) hours worked. Employees can use their accrued annual leave after ninety (90) days of employment.

After two (2) years of employment, Employees are granted annual leave on their anniversary date, as follows:

<u>Continuous Service</u>	<u>Yearly Total</u>
2 – 5 Years	15 Days
5 – 10 Years	21 Days
10 – 18 Years	26 Days
18 or more years	31 Days

8.03 Employees may carryover annual leave to the minimum extent required by applicable law. Unused annual leave above the minimum requirement is not carried over and will be forfeited.

8.04 Annual leave may be used in increments of no less than fifteen (15) minutes.

8.05 Annual leave shall be scheduled annually according to seniority by department; the times to be agreed and approved by the Employer. Maintenance of proper staffing levels of the Employer's business operation may require limiting the number of consecutive weeks of annual leave that an Employee may take at any one time. Any limitation, however, shall provide each Employee with one (1) annual leave period of at least two (2) consecutive weeks' duration, if entitled and so requested, between anniversary periods. Those Employees who are entitled to a minimum of twenty-one (21) days of annual leave may work five (5) of these days and receive pay by mutual agreement between the Employee and the Employer.

8.06 In case of bona fide sickness or disability for periods not exceeding forty-five (45) working days or twelve (12) weeks in the event of an FMLA leave per anniversary year, annual leave credits shall not be affected.

8.07 Terminating Employees with one (1) or more years of service shall receive prorated annual leave pay in accordance with the number of days since their last anniversary date and terminating Employees with at least six (6) months but less than one (1) year of service shall receive prorated annual leave pay in accordance with the number of days since their hire date. In the case of voluntary termination, an Employee must give at least two (2) weeks' notice to receive prorated leave pay.

8.08 Leave without pay will not be granted in those cases where annual leave is available.

8.09 The following notification standards shall be used to determine whether an absence is scheduled or unscheduled.

- a. Absences of less than five (5) days – unscheduled if taken with less than one (1) full working day advance notice. (The notice requirement shall be waived if the request for a one (1) day or one-half (1/2) day absence is approved.)
- b. Absences of five (5) days or longer – unscheduled if taken with less than five (5) full working days' advance notice.

ARTICLE 9 - LEAVES

9.01 Medical Leaves - Medical Leaves of Absence for injury or disabling medical condition, certified by a qualified health care provider shall be granted, following thirty (30) days written notice, unless unable to do so, in accordance with the following:

- a. Employees with ten (10) or more years of seniority shall be allowed a medical leave of absence of up to twenty (20) weeks. Employees with five (5) or more years of seniority shall be allowed such leave up to fifteen (15) weeks. Employees with less than five (5), but with one (1) or more years of seniority shall be allowed such leave up to twelve (12) weeks. Employees with six (6) months or more of seniority shall be allowed such leave up to one (1) week, except for maternity leave, which shall follow applicable law.
- b. Employees with Six (6) months or more of seniority shall be allowed up to one (1) week, except for maternity leave, which shall follow applicable law. If involuntarily hospitalized, the days of leave will not count towards calculation of leave time.
- c. If the disability does not exceed the above limitations, the Employee's seniority and former or comparable position shall be restored.
- d. If the disability exceeds the above limitations, the Employee shall have the right to be considered for the first job opening for which the Employee is qualified but shall have a break in seniority.

9.02 The Employee, when physically able to return to work as certified by a qualified health care provider shall immediately notify the Employer of such date. If the Employee does not notify the Employer upon cessation of the disability or does not accept a job opening for which the Employee is qualified and entitled, all rights to re-employment shall cease.

9.03 In cases of progressive or elective disabilities, the Employee shall notify the Employer immediately upon becoming aware of the disabling condition and, within fifteen (15) days, provide the Employer with the qualified health care provider's statement estimating the disability commencement date. The Employer may rely on the estimated disability date for the purposes of temporarily filling the Employee's job.

9.04 Employees may use annual leave for doctor and/or dental appointments. If annual leave is not available, the employee may make up the time (with prior approval from the supervisor) or take the leave without pay. However, the Supervisor may allow an Employee to make up a maximum of two (2) hours' time by working one (1) hour after regular quitting time or before regular starting time on the same day as the appointment or the two (2) preceding or succeeding days.

9.05 Jury Duty – Regular Employees who are called for service on a municipal court, 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 or pay they receive for such service and the amount of straight time earnings lost by reason of such service up to a limit of a regular day's pay on scheduled days of work; provided, however, an Employee called for jury duty who is temporarily excused from attendance at court must report 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 the Employee's place of work and work at least two (2) hours. In order to be eligible for payments under this paragraph, the Employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of jury pay. If an Employee is called for jury duty more than once in a three (3) year period, the Employee shall assist the Employer in having any subsequent duty calls dismissed.

9.06 Bereavement Leave – In the event of a death in the immediate family of a regular Employee, they shall upon request, be granted such time off as is necessary to make arrangements for the funeral, or other service, and attend same, of up to four (4) regularly scheduled working days. Should the death occur while the Employee is on paid leave, bereavement leave may be substituted per the Employee's request provided the Employee makes a request to receive bereavement leave within ten (10) days upon return from paid leave. For this purpose, the immediate family shall consist of: spouse, domestic partner (relationship for one year or more), child, stepchild, current stepparent, mother and father. Bereavement leave for: brother, sister, mother-in-law, father-in-law, grandchildren, and grandparents of one (1) day if within one hundred-fifty (150) miles of Seattle and two (2) days if over one hundred-fifty (150) miles from Seattle.

An Employee attending a funeral out-of-state or more than one hundred-fifty (150) miles from Seattle, for an immediate family member as defined above, shall be permitted up to two (2) additional days of unpaid leave. The Employee may use annual leave, if available. At the Employer's discretion, confirmation of attendance and location may be required.

9.07 Other Leaves – The Employer, at its sole discretion, may grant a leave of absence without pay to an Employee who has been employed for one (1) year or more. Requests for such leaves must be made in advance and in writing, and must specify the duration and the purpose. The Employer will give consideration to the circumstances of each application on an individual basis. The Employer's decision regarding a leave of absence request shall not be subject to the grievance provisions of this agreement.

9.08 Employees returning from a leave of absence on a timely basis shall be credited with the seniority earned prior to the commencement of the leave. No seniority shall accrue during a

leave of absence. Exceeding a leave of absence or soliciting of other employment while on a leave of absence shall constitute sufficient cause for discharge.

ARTICLE 10 - HEALTH & WELLNESS, PRESCRIPTION, VISION & DENTAL

10.01 The Employer and the Union agree to be bound by the terms of the Trust Agreements, which created the Sound Health and Wellness Trust, as initially executed on June 18, 1957, or the Trust Agreement which established the Sound Health and Wellness Trust, initially adopted December 3, 1998, as applicable, 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 Plan Document, the Trusts' 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 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 purposes of managing the Trust.

Adoption of Health and Wellness Labor Agreement: The Employer and the Union agree to be bound by the Health and Wellness Labor Agreement, effective May 2007, by and between Allied Employers, Inc. and UFCW Union Locals 21, 367, 1439, UFCW International, and Teamsters Union Local 38, and by all subsequent revisions or amendments thereto.

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 and 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 Wellness Agreement between Allied Employers, Inc., and various Local Unions dated April 1, 1977 and as subsequently amended, including the revision dated May 6, 2007.

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

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

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.

Notwithstanding the forgoing Section, the Board of Trustees of the Sound Health and 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 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.

10.02 Contributions – The Employer will pay up to a maximum level of five dollars and ten cents (\$5.10) per hour for Health and Welfare contributions during the Agreement periods from September 1, 2021 through August 31, 2023. If at any time during the Agreement periods from September 1, 2021 through August 31, 2023 the Health and Welfare rate exceeds five dollars and ten cents (\$5.10) per hour, the parties agree to resume bargaining on the subject of Health and Welfare contributions.

The Employer will pay up to a maximum level of five dollars and thirty cents (\$5.30) per hour for Health and Welfare contributions during the Agreement period from September 1, 2023 through August 31, 2024. If at any time during the Agreement period from September 1, 2023 through August 31, 2024 the Health and Welfare rate exceeds five dollars and thirty cents (\$5.30) per hour, the parties agree to resume bargaining on the subject of Health and Welfare contributions.

10.02.1 Medical Plan Contributions during FMLA Leave – In the event an Employee who is on an FMLA leave nears exhausting all paid leave, such Employee may inquire of the Human Resources Director the need, if desired, to retain up to thirty-seven and one-half (37 ½) paid leave hours for the sole purpose of meeting the health and welfare one hundred (100) hours eligibility requirement when no FMLA leave remains.

10.03 Employee Coverage – Each eligible Employee shall assist in the payment of the cost of health and wellness coverage for the Employee him/herself through a scheduled wage deduction. Such assistance shall be limited to the sum of seven dollars (\$7.00) per week Employee, unless the provisions of 10.02 apply.

10.04 Dependent H&W Coverage – All Employees who elect dependent coverage and were hired after April 1, 1992 will authorize the Employer to deduct from their wages the amount(s) determined by the Board of Trustees.

Employees hired prior to April 1, 1992 shall not pay a premium for their current dependent coverage.

10.05 Dependent Care Assistance – The Employer will provide the Dependent Care Assistance Program as stated under IRS Code Section 129.

10.06 Long Term Care Plan – The employer will provide at no cost to the eligible Employees a basic Long Term Care Plan for the Seattle hourly Employees covered by the UFCW Local 21 Administrative Employees' Agreement. The Plan will become available to Employees following twelve (12) continuous months of employment. The Employer will maintain the Summary Plan Description; however, specific premium and benefit information is maintained by the insurance

carrier (Prudential Insurance Company). An eligible Employee is an Employee whose date of continuous employment is before June 1, 2012.

ARTICLE 11 – PENSION PLAN

11.01 The Employer shall pay into the Pacific Coast Benefits Trust the sum of thirty cents (\$.30) per compensable hour for each regular Employee who has completed six (6) months of employment covered by this Agreement.

11.02 The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The Employer hereby acknowledges that it has received a true copy of the Pacific Coast Benefits Trust and it is understood and agreed that the Employer accepts the terms and conditions of this Trust and shall be considered a party thereto. The Employer further agrees that the Employer Trustees named in the Pacific Coast Benefits Trust and additional Employer Trustees serving pursuant to the terms of said Trust, and their successors in Trust, are and shall be its representatives and consents to be bound by the actions and determinations of the Trustees.

11.03 During this agreement, the Employer shall continue to pay into the Western Conference of Teamsters Pension Trust Fund on account of each member of the bargaining unit as follows:

Effective with hours compensated in May 2017 through August 2021, the sum of three dollars and fourteen cents (\$3.14) per compensable hour (\$2.95 basic contributions, \$0.19 PEER/84 contribution). Effective with hours compensated in September 2021 through August 2024, the sum of three dollars and nineteen cents (\$3.19) per compensable hour (\$3.00 basic contributions, \$0.19 PEER/84 contribution).

The contributions required to provide the Program for Enhanced Early Retirement (PEER/84) will not be taken into consideration for benefit accrual purposes under the Plan. The PEER contributions must at all times be 6.5% of the basic contribution and cannot be decreased or discontinued at any time.

11.04 For temporary agency personnel or probationary Employees hired or utilized for the first time on or after July 1, 2010, the Employer shall pay an hourly contribution rate of ten cents (\$.10) (including PEER/84) during the probationary period as defined in Section 3.01, or the initial period of utilization, but in no case for a period longer than ninety (90) calendar days from an Employee's first date of hire (into the bargaining unit) or utilizations in the performance of bargaining unit work. Contributions shall be made on the same basis as set forth in Section 11.03 of the Agreement. After the expiration of the probationary period as defined in Section 3.01, but in no event longer than ninety (90) calendar days from an Employee's first date of hire (into the bargaining unit) or first date of utilization as a temporary Employee, the contribution shall be increased to the full contractual rate stated in Article 11.03.

11.05 The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) 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 Fund to facilitate the determination of the hours for which contributions are 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 the time specified, shall be a breach of this Agreement.

11.06 Employees in service in the uniformed services of the United States, as defined by the provisions of the Uniform Services Employment and Reemployment Rights Act (USERRA), Title 38, U.S. Code Chapter 43, shall be granted all rights and privileges provided by USERRA, and/or other applicable state and federal laws. This shall include continuation of health coverage as provided by USERRA and pension contributions for the Employee's period of service as provided by USERRA. Employees shall be subject to all obligations contained in USERRA which must be satisfied for the Employees to be covered by the statute.

The Employer, in its discretion, may make additional payments or award additional benefits to Employees on leave for service in the uniformed services in excess of the requirements outlined in the USERRA.

Upon notification from an Employee that he/she is taking USERRA qualified military leave, the Employer shall notify the Local Union within five (5) business days.

11.07 Supplemental Income Plan 401 (k) – The Employer agrees to participate in the Supplemental Income Plan 401(k). Employees may participate who have attained seniority and decide to make elective contributions to the Plan. The Employee will not be required to make any contributions to the Plan.

ARTICLE 12 – GENERAL CONDITIONS

12.01 Health Regulations – Daily relief time (a thirty (30) minute unpaid lunch and two (2) fifteen (15) minute paid breaks for a seven and one-half (7 ½) hour, eight (8) hour or ten (10) hour shift) and proper sanitary conditions shall be provided for all Employees in accordance with state law and city ordinances.

12.02 Bad Weather or Work Site Emergency – Employees who are unable to work any day because of the weather (or other unforeseen emergencies such as earthquake, power outage, system unavailability, etc.) will have the alternative of taking a day of earned annual leave or having their pay reduced by the day's work. Employees who arrive late will have their pay reduced by the appropriate amount. An Employee who leaves early voluntarily will be treated in the same manner. If the Employer decides to close the office, all Employees will be paid to the normal closing hour.

Employees will be allowed to make up time lost due to bad weather at straight-time subject to the provisions of 4.01.

12.02.1 Bad Weather or Work Site Emergency – Should an Employee be unable to report to work due to bad weather conditions, the absence will not apply towards the Employer's Absence Policy regardless of whether the Employee chooses to take a day of earned annual leave or leave without pay.

12.03 Labor/Management Committee – The Employer and the Union agree to continue to maintain the Labor/Management Committee and to continue to administer its purpose and goals.

The Labor members of the Committee shall be comprised of and selected by the Employees. The Labor/Management Committee can utilize sub-committees to address issues specific to individual departments.

12.04 Productivity Standards – The Employer will notify the Union of changes in production standards as they occur. An ad hoc committee representing the Union and the affected Employees will be established to review productivity issues on an as-needed basis.

ARTICLE 13 - DISCRIMINATION OR DISCHARGE OF EMPLOYEES

13.01 The Employer shall be the judge as to the competency and qualifications of the persons in his employ; provided, however, that no person shall be discharged or discriminated against for any lawful union activity or because of race, creed, color, sex, sexual orientation, age, (as defined by Federal Law), national origin, physical handicap, or any other legally (state and federal) protected category unrelated to the ability to perform the job.

13.02 No Employee covered by this Agreement shall be disciplined or discharged without sufficient and just cause.

13.03 All notices of discharge shall be given in writing, if requested by the Employee. Upon request by an Employee, the Employee shall be informed orally by the Employer of the grounds of discharge.

13.04 The Employer shall not require any Employee or prospective Employee to take or be subjected to any lie detector or similar tests as a condition of employment or continued employment.

ARTICLE 14 - GRIEVANCE PROCEDURE

14.01 A grievance is defined as a dispute between an Employee(s) and/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 or agreements supplemental hereto except as specifically limited herein. All grievances must be processed in accordance with the procedure set forth below. All grievances must be initially raised within fourteen (14) calendar days of the time the events occurred that precipitated the problem. The grievance must be raised in accordance with the following procedure:

Step I: The Employee having a grievance must first present the grievance to the Employee's supervisor or manager. Nothing in this article or subsection will preclude the Employee from presenting the issue to Human Resources or another level of supervisory/management authority. If the grievance cannot be settled between the parties within seven (7) calendar days following presentation, it must be processed in accordance with Step II.

Step II: Within fourteen (14) calendar days of the date Step I was completed, the Grievant and/or the Union Representative 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, the Grievant, and the Union Representative shall, within fourteen (14) calendar days following the filing of such written statement of grievance, meet in an attempt to resolve the grievance. The Employer Representative will issue a written response to the grievance within fourteen (14) days of the grievance meeting.

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 Employer or the Union may submit the issue in writing to final and binding arbitration within fourteen (14) calendar days following the response from the Employer representative. If the Employer and the Union are unable to agree on an impartial arbitrator, a list of seven (7) Arbitrators shall be requested from the Federal Mediation and Conciliation Service. 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 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 Arbitrator and any other expense jointly incurred incidental to the arbitration hearing.

14.02 Time limits for processing grievances may only be extended by mutual written agreement. Failure on the part of the Grievant and the Union to comply with the procedural requirements specified herein shall result in the matter being resolved in accordance with the Employer's position.

At any time during the course of the grievance, the Employer representative and the Union representative may enter into settlement discussions so as to resolve the grievance without proceeding further in the grievance process. Such settlement talks will be confidential between the Employer, the Union Representative and the Grievant and will not have bearing on the remainder of the grievance process should the settlement be unsuccessful.

ARTICLE 15 - RIGHTS AND RESPONSIBILITIES

15.01 No Strike or Lockout – The Union agrees not to strike and the Employer agrees not to lock out during the life of this Agreement. The Union must notify the Employer six (6) working days, excluding Saturday, Sunday, and holidays, prior to observing any lawful, primary picket line. The refusal of any Employees covered by the terms of this Agreement to pass through a picket line after the above-mentioned notice is effective shall not constitute a violation of this understanding.

15.02 It is mutually agreed and understood that the Employer reserves the right to discipline and/or discharge any Employee for sufficient and just cause, and to do any and all acts necessary to the management of the business not expressly bargained away herein; however, that no Employee be discharged or discriminated against for upholding union principles and taking part in normal union activities.

15.03 Separability – It is not the intent of either party hereto to violate any laws or any rulings or regulations of any governmental authority or agency having jurisdiction over the subject matter of this Agreement and the parties hereto agree that in the event any specific provisions of this Agreement are held or constituted to be void or being in contravention of any such law, ruling, or regulations, nevertheless the remainder of the Agreement shall remain in full force and effect, unless the parts so found to be void are wholly inseparable from the remaining portion of this Agreement.

ARTICLE 16 - DURATION OF AGREEMENT

16.01 It is hereby understood and agreed that this Agreement shall be in full force and effect from June 1, 2020, up to and including August 31, 2024, and shall supersede the Agreement between the parties which expired May 31, 2020, 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 date of expiration.

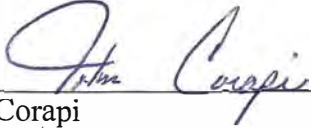
16.02 Where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to August 31, 2024, or any subsequent Agreement year, advising that such party desires to revise or change the terms or conditions of such Agreement.

16.03 Revisions agreed upon shall be effective as of October 22, 2021, unless a different effective date is specified in the Contract.

IN WITNESS WHEREOF, we set our hands and seals this 7th day of March, 2022.

NORTHWEST ADMINISTRATORS, INC.

UFCW LOCAL 21



John Corapi
President



Faye Guenther
President



Kristine Watson
Vice President



David Barnes
Negotiator

APPENDIX "A"
NORTHWEST ADMINISTRATORS, INC.

		Effective 09/01/21	Effective 09/01/22	Effective 09/01/23
Grade I				
General Clerk	Start	\$ 16.0646	\$ 16.5064	\$ 17.0016
Data Input Clerk	After 6 Mos	17.7575	18.2458	18.7932
	After 12 Mos	19.4461	19.9809	20.5803
	After 18 Mos	21.1656	21.7477	22.4001
Grade II				
Balancing/Summary/TBC Clerk	Start	17.3673	17.8449	18.3802
New Accounts Clerk	After 6 Mos	18.6671	19.1804	19.7558
Clerk Typist	After 12 Mos	19.9647	20.5137	21.1291
Data Maintenance Clerk	After 18 Mos	21.3932	21.9815	22.6409
Data Research Clerk	After 24 Mos	22.9672	23.5988	24.3068
Phone Clerk				
Pre-Processor				
Grade III				
Chiropractic Claims Processor	Start	18.6671	19.1804	19.7558
Vision Claims Processor	After 6 Mos	19.9647	20.5137	21.1291
Prescription Claims Processor	After 12 Mos	21.3932	21.9815	22.6409
Switchboard Operator	After 18 Mos	22.8221	23.4497	24.1532
Eligibility Clerk	After 24 Mos	24.1251	24.7885	25.5322
Withdrawal Liability Prep. Clerk	After 30 Mos	25.6115	26.3158	27.1053
Audit/Refund/Suppl. Clerk				
Advanced Pre-Processor				
Senior Phone Clerk				
Grade IV				
Pension Estimator ²	Start	19.9647	20.5137	21.1291
Dental Claims Processor	After 6 Mos	21.5246	22.1165	22.7800
Accounting Clerk	After 12 Mos	23.0864	23.7213	24.4329
Withdrawal Liability Processor	After 18 Mos	24.6435	25.3212	26.0808
	After 24 Mos	26.3339	27.0581	27.8698
	After 30 Mos	28.3689	29.1490	30.0235
Grade V				
Benefits Interviewer	Start	21.5246	22.1165	22.7800
Delinquency Clerk	After 6 Mos	23.0864	23.7213	24.4329
Medical Claims Processor	After 12 Mos	24.6435	25.3212	26.0808
Pension Claims Processor	After 18 Mos	26.3339	27.0581	27.8698
	After 24 Mos	28.3622	29.1422	30.0165
	After 30 Mos	29.1401	29.9415	30.8397
	After 42 Mos	29.9639	30.7879	31.7115

¹ Hourly rate to be adjusted to \$16.6900 effective 01/01/21; and \$17.2700 effective 01/01/22 to comply with Seattle minimum wage requirements.

² After twelve months at the top of the pay level in Grade IV, Pension Estimators automatically progress to the Grade V pay level that provides an increase.

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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