

Agreement by and between **UFCW 3000** and **Central Co-op**

Meat Unit

Effective: 3/1/2022 – 12/31/2024

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

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AGREEMENT

by and between

CENTRAL CO-OP

and

UFCW LOCAL NO. 3000

(Meat)

May 1, 2022 through December 31, 2024

PREAMBLE

This Agreement is made by and between Central Co-op, for and on behalf of its members operating meat markets, and United Food and Commercial Workers Union Local 3000. It is the intent and purpose of the parties hereto that this Agreement shall promote and improve the industrial and economic relationship between the Co-op and the Union and its members as set forth herein, and to set forth herein rates of pay, hours of work, and other conditions of employment to be observed between the parties hereto.

ARTICLE 1 – RECOGNITION AND BARGAINING UNIT

- 1.1 Recognition: Central Co-op (“Co-op” or “Employer”), hereby recognizes the UFCW Union Local No. 3000 (“Union”) as the sole and exclusive collective bargaining agency for all employees involved in the cutting, handling, pricing and sale of meats, fish and poultry and the performance of other services incidental thereto, with respect to rates of pay, hours, and other conditions of employment, excluding all supervisors as defined in the National Labor Relations Act (other than meat manager), confidential workers, guards and all other employees.
- 1.2 Bargaining Unit Work: It is understood that the Co-op and the Union have a common interest in protecting work opportunities for all employees covered by this Agreement. Therefore, work involving the cutting, handling, pricing and sale of meats, fish and poultry and the performance of other services incidental thereto is hereby recognized as bargaining unit work. Unless otherwise agreed between the parties, the work of the bargaining unit shall be performed only by members of the bargaining unit, subject to the exceptions below:
 - 1.2.1 Meat processing in the deli for deli prepared foods may, consistent with current practice, be performed by members of the grocery unit represented by the Union.
 - 1.2.2 The Employer is currently using employees covered by this Agreement in their self-service delis and will continue to do so regardless of where located.
 - 1.2.3 Management employees may, in emergency circumstances and where operational needs require, perform bargaining unit work for the limited time period involved.

- 1.2.4 Items currently considered meat department items shall continue to be considered meat department items, and new items of a like nature, whether fresh, frozen, pre-cut or pre-priced, shall be within the Union's jurisdiction.
- 1.2.5 In the event that Central Co-op seeks to institute "central cutting" of meat such that product for sale arrives "counter ready," it will so notify the Union and bargain with the Union regarding the impact of such decision.
- 1.2.6 Service counter employees: Service counter employees will be considered a separate classification for all purposes including seniority. Service counter employees shall not be permitted to cut, bone, or grind fresh meat or perform any wrapping of meat products for preparation for sale in self-service cases. Service counter employees may cut a steak or roast which has already been processed by a meat cutter to size in order to serve a customer, modify any prepared cut to suit a customer, or use the slicing or cube machines to serve a customer. When a meat cutter is not on duty, the Service counter employee may stock the self-service case with products that have been prepared by meat cutters or meat wrappers and are in storage ready for sale. Service counter employees may perform work in the self-service delis.
- 1.3 Bargaining Unit Supervisors: The Parties acknowledge that the employees covered by this Agreement are both supervisory and non-supervisory. Bargaining unit supervisors may suspend an employee for an incident occurring on a shift when no upper management is on duty and may report matters to upper management that may lead to disciplinary action. They may only participate in disciplinary action, however, if that action has been approved by upper management. The Co-op agrees that it shall not discriminate against any bargaining unit supervisors for their lawful union activities and the Union agrees it shall not discriminate against bargaining unit supervisors for their lawful supervisory activities.
- 1.4 Employee Definitions:
- 1.4.1 Full Time: A full-time employee is an employee who is regularly scheduled to work forty (40) hours a week.
- 1.4.2 Part Time: A part-time employee is an employee who is regularly scheduled to work less than forty (40) hours a week.

ARTICLE 2 – UNION SECURITY AND ACTIVITIES

- 2.1 Union Membership: Pursuant to and in conformance with Section 8(a)(3) of the Labor Management Relations Act of 1947 as amended, it shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing. Those who are not members of the Union shall, on the thirtieth (30th) day following the effective date of this Agreement or the thirtieth (30th) day following their employment (hire date), whichever is the later, become and remain members in good standing in the Union.

- 2.1.1 It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, by the first (1st) day following the successful completion of the employee's trial period, become and remain members in good standing in the Union.
- 2.1.2 For the purpose of this Article, the execution date of this Agreement shall be considered as its effective date.
- 2.2 Process for Non-Compliance: The tendering of initiation fee and periodic dues uniformly required as a condition of continued membership shall constitute good standing in the Union for the purpose of this Article.
 - 2.2.1 If a newly hired employee fails to apply for Union membership, or if an employee fails to comply with the requirements of continued membership as set forth above, the Union may serve a letter upon the Co-op, with a copy of the letter sent to the employee, requesting that such employee be suspended.
 - 2.2.2 The Co-op will advise the employee that failure to pay initiation fees and dues owing is a condition of employment and a proper cause for suspension.
 - 2.2.3 The Union agrees to withdraw any letter of suspension if an employee, with respect to whom such letter has been served, shall complete their membership requirements within fourteen (14) days. After fourteen (14) days the employee shall be deemed terminated and seniority shall be broken.
 - 2.2.4 Whenever the Union requests the suspension of any employee in connection with the Union security clause of this Agreement, the Union shall hold the Co-op harmless and shall indemnify the Co-op against loss, as a result of relying upon the direction of the Union in suspending any employee.
- 2.3 Dues Deduction: The Co-op agrees to deduct from the salary or wages of unit employees the dues and initiation fees of the Union, and agrees to remit to the Union all such deductions within ten (10) days after the deductions are made, provided, however, prior to making any such deductions, the Co-op shall have received from each bargaining unit employee on whose account such deductions are made advanced written authorization or assignment to do so. The deductions will occur on a bi-monthly basis, provided the Union notifies the Co-op of each deduction amount on or before the 15th day of the preceding month. The Co-op will supply the Union with the name and the amount of deduction with remittal.
- 2.4 Active Ballot Club: For employees who voluntarily authorize a contribution to the UFCW Active Ballot Club political action committee, the Employer agrees to deduct the authorized amount each payroll period on a payroll deduction basis and forward same to the Union monthly.
- 2.5 Indemnification: The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer in reliance upon signed authorization

cards furnished to the Employer by the Union or for the purpose of complying with any of the provisions of this Article.

- 2.6 Shop Stewards: The Union shall notify the Co-op in writing, at least once per year and whenever there is a change during the year, of the identity of individuals whom the Union designates as shop stewards. The union activities of shop stewards shall not interfere with the work of employees and shall be conducted on the non-working time of both the steward and other employees.
- 2.6.1 Shop stewards may be granted up to two (2) unpaid days off per calendar year to attend Union functions, and may elect to use accrued PTO.
- 2.6.2 An employee who is the subject of an investigatory meeting shall have the right to request that an available shop steward be present for the meeting.
- 2.7 Employee Lists: The Employer shall supply to the Union on a quarterly 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, email address, job classification, date of hire and wage rate. Each month the Employer will also include an electronic list of new hires and terminations during the previous month. The new hire list shall include all information listed above. The termination list shall include the effective date of termination. The Union shall on a monthly basis provide the Co-op with the names and the full amount of fees and dues in arrears of any of its members who are required to comply with the union security provisions of this agreement.
- 2.8 Union Bulletin Board: The Employer shall provide a space for placement of a Union bulletin board. All Union communication shall be placed on the bulletin board provided by the Employer for these communications. The Employer shall advise the shop stewards of any material placed outside of this designated area and such information shall be removed at the Employer's request.

ARTICLE 3 – EMPLOYMENT PRACTICES

- 3.1 Equal Opportunity Policy: The Co-op is committed to equal opportunity in employment practices. Employees will not be discriminated against on the basis of race, sex, age, religious or political beliefs, national origin, sexual orientation, gender identity, marital or parental status, or disability, nor will they be discriminated against because of lawful Union activity or their desire to refrain from engaging in Union activity. Employees who believe that they have been discriminated against on the basis of the protected categories identified in this article are encouraged to report their concerns to Human Resources. They may ultimately elect to pursue a claim of discrimination through the contractual grievance procedure and/or with the appropriate state or federal agency responsible for enforcement.
- 3.2 Trial Period: All new employees in the classification of meat cutter will go through a trial period of ninety (90) calendar days for the Co-op to evaluate work performance and determine whether to continue to employ the employee. PTO and seniority do not accrue during the trial period but both will accrue retroactively if the employee is retained. Prior

to the end of the ninety (90) calendar days the Co-op will conduct an evaluation. Based on the evaluation and other factors the Co-op will make a decision as to whether to continue to employ the employee. The trial period for employees in the classification of Service Counter employee, however, shall be sixty (60) calendar days, which the Employer may extend by thirty (30) days upon written notification to the Union.

3.2.1 Employees can be terminated by management at any time during their trial period. Such terminations shall not be subject to the grievance procedure. The provisions of Section 3.3 – Corrective Action/Discipline likewise do not apply to employees during the trial period.

3.3 Corrective Action/Discipline: No employee shall be disciplined or discharged without just cause. The Employer shall be the sole judge of whether there is cause for discipline, provided, however, that said judgment may be the subject of the grievance procedure to determine whether there was just cause.

3.3.1 Progressive discipline: The Employer may apply progressive discipline in those cases where the employee's conduct or performance does not warrant a more severe level of discipline, including immediate discharge. Progressive steps for discipline shall include (1) formal written counseling, (2) suspension or final written warning, and (3) termination. Absent extenuating circumstances, informal counseling will occur before progressive discipline. Informal counseling shall not be considered discipline and shall not be subject to the grievance procedure.

3.3.2 Causes for discharge: Possible causes for immediate discharge include, but are not limited to, the following: gross misconduct; sexual harassment or other forms of harassment of employees or customers; dishonesty; theft; use, possession or working under the influence of any substance that adversely affects alertness, coordination, decision making, safety or job performance; and falsification of employment or personal history data.

3.3.3 Shift abandonment: An employee who has two (2) shift abandonments (including no-call, no-shows) within a 12-month period will, subject to the Employer's discretion to consider extenuating circumstances, be treated as having resigned their employment at Central Co-op.

3.3.4 Written discipline: The employee will be provided a copy of any written disciplinary action and will be required to sign and date the written warning for the purpose of acknowledging its receipt. Signing shall not constitute an admission of wrongdoing.

3.3.5 Weingarten right: An employee may request the attendance of a Union representative at a pre-disciplinary investigative meeting as provided for by law.

3.4 Drug and Alcohol Testing: The Employer may require an employee to submit to a legally recognized drug or alcohol test at the Employer's expense if the Employer has reasonable grounds to believe the employee is under the influence of alcohol or drugs. Reasonable grounds will not be required for drug or alcohol testing when an employee

suffers an on-the-job injury. An employee who tests positive shall be entitled to have a second test performed using a different disclosure method to verify the accuracy of the test result. Time spent in such testing shall be on the Employer's time; however, any employee refusing to submit to a drug or alcohol test shall be taken off the clock as of the time of the Employer's request. An employee who refuses to take a drug or alcohol test upon request shall be subject to termination.

- 3.5 Job Postings: The Co-op shall post all job openings for seven (7) calendar days prior to considering any candidates for the opening. The posting will include the job description and the wage range. If an internal candidate is hired, they may request a wage review. Past experience will be used in determining the wage rate for the new position in accordance with Section 6.2 – Credit for Prior Experience. Job posting shall not be required when an employee is transferred into a new position to comply with legal obligations.
- 3.6 Performance Evaluations: The Co-op may evaluate employees annually for purposes of improving job performance and communication. Evaluations will not constitute disciplinary action.
- 3.7 Job Descriptions: Employees shall be entitled to receive a copy of the job description applicable to their primary assignment. The Co-op shall have the right to update and revise job descriptions. At the time of an update the affected employee shall be provided the revised job description and may request a wage review. The Co-op in its sole discretion can decide to pay for any additional duties.
- 3.8 Wearing Apparel: All gowns, aprons, and uniforms required by the Co-op shall be furnished and kept in repair by the Co-op and, except where the garment is of drip-dry materials, the Co-op shall pay for laundering of same. The Co-op will offer ergonomically correct/safe aprons to all staff. The Employer will also bear the expense of sharpening tools.
- 3.9 Safety: Employees are encouraged to advise management of any issue affecting employee safety. Employees shall be free of reprisals for advancing legitimate safety concerns. Employees are permitted under OSHA/WISHA (RCW 49.17) to refuse to execute management's instructions when such instructions are reasonably likely to lead to the death or injury of the employee.
- 3.9.1 Safety cameras: Safety cameras are intended to be a preventative measure and deterrent. Footage will be monitored as necessary in management's discretion for the protection and safety of employees and customers, and to provide operational support where necessary.
- 3.9.2 Safety training: The Co-op agrees that it shall provide safety training in accordance with the law and its policies as necessary. In addition, the store safety committee(s) may recommend training subjects and programs.

- 3.9.3 Pandemic: In the event of a pandemic or public health emergency, the Co-op and Union will meet to discuss employee safety concerns as soon as practicable and will bargain as required by law.
- 3.9.4 The Co-op and Union agree that the Employer is responsible for maintaining a sound safety program and its employees are responsible for adhering to the safety program.
- 3.9.5 Nothing in this article shall be interpreted to diminish the Employer's rights/obligations or employees' rights/obligations under applicable laws or current Co-op practices and policies.

ARTICLE 4 – SENIORITY, LAYOFFS AND HIRING

- 4.1 Seniority Defined: Seniority shall be defined as the length of service with the Co-op from the last date of hire. Seniority shall be on an individual store basis for Service Counter employees, except that such employee's seniority will not be broken in cases where the employee transfers to a different store where a collective bargaining agreement exists between the Co-op and the Union. Meat Cutter seniority will apply to any store under the jurisdiction of this Agreement.
- 4.2 Application of Seniority: An employee's seniority shall be recognized when it is necessary to increase or decrease the number of regular employees or their work hours, provided qualifications, documented performance and ability are equal.
 - 4.2.1 It is understood and agreed that the term "provided qualifications, documented performance and ability are equal" shall mean that if two (2) employees have the same qualifications, documented performance and ability, the senior employee has priority.
 - 4.2.2 The Co-op shall be the judge of the qualifications, documented performance and ability of employees. The opinion of the Co-op shall be based on documented information and arrived at fairly and reasonably. The decision on qualifications, documented performance and ability shall be subject to the grievance procedure. An employee shall be provided an explanation of the basis for the decision upon the employee's request.
- 4.3 Staff Reductions: When there is a reduction of the number of employees needed, the last employee hired shall be the first laid off, provided that qualifications and ability are equal. A layoff is defined as two (2) consecutive weeks that an employee is not shown on the weekly work schedule, unless due to vacation or leave. In the event of a store closure, the affected employees shall be considered laid off at the time of the closure.
 - 4.3.1 An employee who has been laid off or faces a reduction in hours may request transfer to, and reassert seniority in, another store where a collective bargaining agreement exists between the Co-op and the Union.

- 4.3.2 Employees in the classification of Meat Cutter shall be provided the opportunity to fill a vacancy in the classification of Service Counter employee before the hiring of a new employee for such vacancy.
- 4.3.3 In the event of a recall, the last employee laid off shall be the first rehired, provided that qualifications are substantially equal and that the employee notifies the Co-op of their intention to return to work within two (2) business days following notification by the Employer. The employee shall return to work no later than the next posted schedule.
- 4.3.4 Employees to be laid off shall either be given two (2) weeks' notice prior to the layoff or shall be paid two (2) weeks' pay in lieu of notice.
- 4.4 Loss of Seniority: Seniority shall be broken and the employee's service shall be terminated for the following reasons:
- 4.4.1 Voluntary quit;
- 4.4.2 Discharge in accordance with Section 3.3;
- 4.4.3 Absence caused by a layoff in excess of eighteen (18) months (or until the employee fails to return to work upon a written request from the Employer, with a copy sent to the Union, whichever occurs first);
- 4.4.4 Absence caused by an illness or injury of more than eighteen (18) months unless a longer period is mutually agreed upon; or
- 4.4.5 Failure to return from a leave of absence in accordance with Article 10.
- 4.5 Apprentices: Matters concerning apprentices shall be as provided in the Seattle Meat Cutters Joint Apprenticeship Standards as approved by the Joint Apprenticeship Committee and the Washington State Apprenticeship Council, and apprentices shall be allowed on the following basis: One (1) to a market where at least two (2) Journeypersons are employed; two (2) where at least five (5) Journeypersons are employed; and three (3) where at least ten (10) Journeypersons are employed. In the event that the Employer desires to employ an apprentice(s) but cannot comply with these ratios, the Union and the Employer will meet to discuss their potential waiver.
- 4.5.1 Notwithstanding this provision, apprentice meat cutters may work alone during their entire apprenticeship period.

ARTICLE 5 – HOURS OF WORK AND OVERTIME

- 5.1 Basic Workweek: The basic workweek shall be Sunday through Saturday. Except as otherwise provided in this Agreement, whenever fresh meat is offered for sale, at least one (1) journeyperson meat cutter shall be scheduled for at least eight (8) hours between the hours of 6:00 a.m. and 6:00 p.m. No split shifts shall be allowed.

- 5.1.1 Employees shall not be required to work six (6) or more days in a row except by mutual agreement.
- 5.1.2 Employees shall only work hours that are scheduled or otherwise authorized in advance and there shall be no offsite work unless authorized in advance by the Employer. There shall be no “time off the clock” work practices under this Agreement. Working hours without authorization shall be grounds for disciplinary action.
- 5.2 Work Schedules: Management’s right to determine work schedules and work assignments shall be subject to the following:
 - 5.2.1 Final posting of the work schedule shall occur no less than fourteen (14) days prior to commencement of the schedule.
 - 5.2.2 Employees will bid on standing scheduling templates for all weekly schedules that commence within a two-month calendar period. The Employer will honor bids on scheduling templates in order of seniority, subject to operational need as determined by the Employer. Employees may change their scheduling template outside of the two-month period by mutual agreement. The Employer will endeavor not to schedule employees outside of their stated scheduling template, but retains the right to do so based on operational need.
 - 5.2.3 Bargaining unit employees shall be allowed two (2) scheduled consecutive days off in a workweek unless that is precluded by the scheduling process set forth in this paragraph.
 - 5.2.4 Employees may trade scheduled shifts with a co-worker by mutual agreement among the employees and the department manager.
- 5.3 Overtime Work:
 - 5.3.1 Prior approval: An employee may not work overtime without the advanced permission and approval of a manager or supervisor. In the event the overtime is caused by a customer service issue or event, the employee should inform the manager immediately after overtime is incurred.
 - 5.3.2 Overtime rate: Time worked in excess of eight (8) hours per day or forty (40) hours in any one week shall be paid at the overtime rate of one and one-half times the employee’s regular rate of pay.
 - 5.3.3 Four by Ten Schedule: Employees entering into a mutual agreement with the Co-op to work four (4) ten (10) hour shifts shall only be eligible for overtime for hours worked over ten (10) in any one day or forty (40) hours in any one week. Before an employee is assigned a 4x10 schedule, the Co-op shall have on file the employee’s signed agreement to such schedule, which agreement can be revoked by either party on thirty (30) days’ notice; provided, nothing herein shall be deemed to require the Co-op to offer a 4x10 schedule.

5.4 Premium Pay:

5.4.1 Twelve hours off between scheduled shifts: Unless unexpected operational needs require otherwise, or there is mutual agreement between management and the employee, Co-op employees shall have at least twelve (12) hours between scheduled shifts. Employees who work without having twelve (12) hours between shifts shall be compensated at one and one-half times the basic wage rate for hours worked during the twelve (12) hour period. The Co-op may, without penalty, rewrite the schedule to permit the twelve (12) hours off. The foregoing shall not apply in cases of schedules arranged by mutual agreement.

5.4.2 Seven consecutive days: Employees working seven (7) or more consecutive days shall be paid at the rate of time and one-half for any and all hours worked on the seventh day and any future consecutive days.

5.4.3 Communication of work schedules: Employees who have less than twelve (12) hours' turnaround or who work more than six (6) consecutive days in a row shall communicate their work schedules to payroll so that their time worked can be accurately recorded. The Employer shall not request employees to sign waivers or forms to negate the purposes of this article.

5.4.4 Work on Holidays: Should the Meat Department be open on New Year's Day, May Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day, a premium of time and one-half (1 ½) shall be paid for all hours worked on any of those holidays. If the Co-op chooses to stay open, holiday hours shall be offered on a voluntary basis by seniority, subject to qualifications and ability of the employees so volunteering. If more hours are needed than are volunteered, the Co-op may schedule by inverse seniority based on qualifications and ability.

Employees required to work after 6:00 p.m. on New Year's Eve or Christmas Eve shall be entitled to time and one-half for all hours worked after 6:00 p.m. Employees shall notify payroll that they have worked consistent with the provisions of this paragraph.

5.4.5 Work after 9:00 p.m.: All hours worked between 9:00 p.m. and 6:00 a.m. shall be paid at the rate of time and one half (1 ½ x) the regular rate of pay.

5.5 No Pyramiding: There shall be no compounding or pyramiding of premium pay and overtime pay.

5.6 Report pay: Except by mutual agreement between the Co-op and an employee, all bargaining unit employees shall receive not less than four (4) continuous hours of work or equivalent compensation in any one (1) day the employee is ordered to report for work, compensation to begin at the time of reporting for duty. This report pay obligation will not apply to attendance at required meetings outside of regular work shifts.

- 5.7 Meal and Rest Breaks: Employees shall be allowed an uninterrupted rest period of not less than fifteen (15) minutes, on the Employer's time, for each four (4) hours of working time. Rest periods shall be scheduled as near as possible to the mid-point of the four-hour work period. It is the intent of this paragraph to allow employees to take all breaks they would otherwise be entitled to receive, notwithstanding changes in the meal schedule that might result due to operational need. Employees who work a free-standing five (5) hour shift (with no meal) shall be entitled to a fifteen (15) minute uninterrupted rest period during the shift. Missed meal and rest periods shall count toward the calculation of daily and weekly overtime. Employees shall notify their manager in writing of any missed rest breaks they experience.
- 5.7.1 Meal and rest break periods shall be scheduled to accommodate customer service. In schedules not requiring customer service considerations meal periods shall be for thirty (30) minutes unless it is mutually agreed with the department manager to observe a longer period.
- 5.8 Mandatory Meetings: Time spent in Co-op meetings, with the exception of voluntary meetings, shall be compensated at the straight-time hourly rate and shall be considered time worked for the purpose of computing overtime.
- 5.8.1 Employees required to attend meetings on their days off, or called back for a required meeting after one (1) hour of off-duty time, shall receive a minimum of two (2) hours of pay for such meetings.
- 5.8.2 An employee scheduled for over eight (8) hours in a day due to a scheduled staff meeting obligation may petition the Department Manager for a schedule revision. If the employee submits the petition at least seven (7) days prior to the scheduled meeting, the Manager must revise the schedule to eliminate the hours greater than an eight (8) hour work shift. This paragraph shall not apply to meetings called due to an emergency.
- 5.8.3 Voluntary meetings: An employee who wishes to attend a voluntary Co-op meeting during the employee's scheduled shift shall obtain supervisory approval in advance. Voluntary meetings shall not be compensated for except as designated by the Employer. The Employer will make known at the time the meeting is announced whether voluntary attendance is paid or unpaid. Attendance at voluntary meetings is not subject to contractual overtime.
- 5.9 Non-discrimination: With regard to the mutual agreements referenced in this Article, it is understood that no employee shall be discriminated against for failure to enter into any such mutual agreement with the Co-op.

ARTICLE 6 – COMPENSATION

- 6.1 Classifications and Rates of Pay: Classifications and hourly rates of pay are set forth in Appendix A of this Agreement. The Co-op maintains the right to hire or pay employees at a pay rate in excess of the rates in said appendix.

6.2 Credit for Prior Experience: Before hiring a new employee, the Employer determine whether or not the position requires experience and so state on the job posting. Credit shall be given for applicable hours of past experience as long as the past experience has occurred within two (2) years of the date of hire, and may at the Employer's discretion be given credit for experience beyond two years of the date of hire. Past experience must be claimed by a prospective employee on their employment application in order to receive credit.

6.2.1 Applicable past experience is defined as comparable work performed in the retail meat or other relevant industry. Management will determine the degree to which other industry experience will apply and the degree to which experience will qualify as pay for past experience, provided, however, that a minimum of seventy-five percent (75%) credit will be given based on hours of past experience within the prior two (2) years in the retail meat industry.

6.3 Differentials for Additional Responsibilities:

6.3.1 Meat Department Coordinator: An employee designated by management in its discretion to fulfill the functions of Meat Department Coordinator will receive \$1.30 per hour in addition to the employee's base pay for all hours worked in this role. If the employee is scheduled to work exclusively in this role, the employee will have the differential incorporated into the employee's straight-time hourly rate. If the work is non-exclusive, then the employee must, as a condition of receiving the differential, weekly submit the necessary paperwork for such pay by the payroll deadline.

6.3.2 Meat Manager responsibilities: Journeyman Meat Cutters designated to perform the responsibilities of the Meat Manager for a period of four (4) hours or more shall receive the Meat Manager's rate of pay for all hours worked in that capacity.

6.3.3 Incorporation into hourly rate: Employees who are scheduled to work exclusively as a Meat Department Coordinator shall have the applicable differential incorporated into their straight-time hourly rate. All other individuals must, as a condition of receiving differential pay under this section, weekly submit the necessary paperwork for such pay by the payroll deadline.

6.4 Evening differential: An employee will receive a differential of seventy-five cents (75¢) for each hour worked between 6:00 p.m. and 9:00 p.m.

6.5 Travel: If any employee is required to travel from one place to another during the course of the performance of the day's work, said employee shall be compensated for such time and for any legitimate expenses incurred. Such employee shall be reimbursed for public transportation expense if used, or be granted mileage allowance at the current IRS rate for mileage reimbursement if a private vehicle is used.

6.6 Wage Statements: The Employer agrees to furnish each employee, on regular established pay days, a wage statement showing the name of the employee, period covered, hours worked, rate of pay, total amount of wages paid and deductions made.

ARTICLE 7 – PAID TIME OFF

7.1 PTO Accrual: Paid Time Off (PTO) from work will accrue as a single benefit including holidays, vacation, and sick time. PTO will accrue retroactively from the first day on the job, provided the employee is retained beyond the trial period. PTO is calculated at a rate of:

<u>SENIORITY HOURS</u>	<u>ACCRUAL RATE PER COMPENSATED HOUR</u>	<u>ANNUAL HOURS ACCRUED PER FTE</u>
0-2079	.0577	120
2080-4159	.0769	160
4160-6239	.0962	200
6240 – 16,639	.1154	240
16,640+	.1346	280

7.1.1 The PTO year shall be based on the calendar year.

7.1.2 Employees will be eligible for these benefits pro rata and based on hours compensated.

7.2 Use of PTO: PTO can only be taken once accrued. It must be used for sick leave, holiday pay, or vacation time requested until exhausted, and during unpaid leave in accordance with Section 10.1.

7.2.1 PTO must be used to take time off during the PTO year, with the exception of the one hundred and sixty (160) hours that may be carried forward for use in the next year per Section 7.7 below.

7.2.2 The Co-op may request a Doctor’s, or other licensed health practitioner’s, verification of Sick Leave PTO usage in accordance with state and local law.

7.3 Donation of PTO: PTO may be donated to another employee to provide pay while that employee is on FMLA leave, with such donated pay to be calculated based on the hours donated multiplied by the donor’s regular rate of pay and divided by the recipient’s regular rate of pay to determine the number of hours of leave that will be compensated.

7.4 Forfeiture of PTO: Any accrued PTO is forfeited by any employee who quits and gives less than two (2) weeks’ notice (unless otherwise mutually agreeable) or who is terminated for dishonesty or theft. The Co-op agrees to discuss with the Union, upon request, the reason for an employee’s forfeiture of PTO.

7.5 Compensation: PTO shall be compensated at the rate of pay the employee would have received had the employee worked during the time off, excluding any additional premiums.

7.6 PTO Scheduling: With the exception of PTO taken as Sick Leave PTO, all scheduled PTO requests (including requests for PTO on days the store is closed, e.g. holidays) shall be submitted at least twenty-eight (28) days prior to the beginning of the schedule. PTO may be taken at any time mutually agreeable between the Employer and employee, subject to the following guidelines:

7.6.1 The Co-op shall hold an open scheduling period during the month of October in which employees may submit written bids for PTO usage during the following calendar year. Once a bid is made it cannot be changed except by mutual agreement. Seniority will apply in granting requests for PTO usage provided the needs of the operation can be met. After October 31st, all other requests for PTO usage will be considered in the order received.

7.6.2 If an employee wishes to withdraw previously approved PTO, written notice must be provided to the Co-op at least twenty-eight (28) days prior to the start of the workweek for which the PTO was approved.

7.6.3 Employees shall be permitted to take scheduled PTO on consecutive days off, with the understanding that nothing in this Agreement is intended to interfere with the Co-op's right to reasonably determine the number of employees in any given department, if any, who can be on PTO during any particular week.

7.6.4 Priority will be given to employees using PTO over employees requesting unpaid time off after they have exhausted their PTO.

7.6.5 Requests made within the October bidding period will either be granted or denied by November 15th.

7.6.6 Requests made outside of the October bidding period will either be granted or denied within one (1) week of making the request.

7.7 PTO Carry Forward: An employee may carry forward a maximum of two hundred and twenty (220) hours of unused PTO from one PTO year to the next PTO year. Within that total, an employee may carry forward up to fifty-six (56) unused Sick Leave PTO hours, prorated per FTE. If an employee makes reasonable efforts to request paid time off and is denied, through no fault of their own, the employer will allow them to carry forward the balance until they are able to take the excess PTO hours.

7.8 PTO Cashout: An employee may cash out up to the maximum number of unused hours of PTO that have accrued in the employee's PTO account during the calendar year, provided that (1) the employee makes an irrevocable election of such cashout in the 4th quarter of the preceding year, and (2) the employee's PTO hours are not reduced below eighty (80) hours. Such cashout will be paid out at any time after the PTO to be cashed out has accrued during the calendar year, but in no event later than December 31 of that year.

of Hours Seniority

Cash Out Rate

0-2079	.6666/hour PTO on books @ wage earned
2080-4159	.7500/hour PTO on books @ wage earned
4160-6239	.8000/hour PTO on books @ wage earned
6240 -10399	.8333/hour PTO on books @ wage earned
10400 +	1.0/hour PTO on books @ wage earned

ARTICLE 8 – INSURANCE COVERAGE AND OTHER BENEFITS

8.1 Insurance Plans: Employees who are scheduled to work twenty (20) or more hours per week are eligible to apply, as of the 1st of the month following their 60th day of employment, for coverage under the following group insurance plans of the Employer:

- Medical and Rx (including chiropractic rider)
- Dental (Washington Dental Service)
- Vision (through rider or separate policy)
- Life and Accidental Death & Dismemberment
- Long Term Disability

Costs and coverages are subject to change in accordance with the terms of the Employer’s insurance agreements.

8.2 Cost Sharing: The Employer shall maintain the cost-sharing structure of the current Medical, Dental and Vision plans as follows:

8.2.1 For employees averaging at least twenty-eight (28) hours per week, the Employer will pay 100% of the premium cost of the medical, dental and vision plans for employee only coverage, 80% of such premium cost for dependent children coverage, and 70% of such premium cost for spouses/domestic partners coverage.

8.2.2 For employees averaging at least twenty (20) but less than twenty-eight (28) hours per week, the Employer will pay 60% of such premium cost for employee only coverage. Dependent child and spouse/domestic partner coverage is optional at no cost to the Employer.

8.3 Leaves of absence: In the event an employee takes a non-FMLA leave of absence of thirty (30) days or more, they must arrange with the Employer to pay the cost of the Medical and Dental Coverage premium, otherwise the coverage will be canceled.

8.4 Material Plan Modifications: The Employer will not materially reduce the level of benefits provided under the medical, dental, or vision plans (or vision rider) unless such plan is materially modified by the provider or the provider announces a premium increase in excess of seven percent (7%) for any benefits year. In the event the applicable plan is materially modified or the seven percent (7%) premium threshold is exceeded, the parties (including at least two bargaining unit members) will promptly meet and negotiate regarding changes to the provider and/or plan. If no agreement is reached prior to the deadline necessary to leave time to implement changes, the Employer will select the provider and/or plan that most closely approximates the existing plan at the cost of one

hundred seven percent (107%) of the then current plan year. The Employer will notify the Union within two (2) working days of its selection.

8.5 401(k) plan: During the term of this Agreement, the Employer will continue to offer its 401(k) Plan and Trust. Enrollment in this plan is offered at no cost to employees, on a voluntary payroll deduction basis, in accordance with the plan's eligibility rules.

8.5.1 Co-op contribution: The Employer will make a contribution equal to one hundred percent (100%) of an employee's contribution to the plan up to the first four percent (4%) of the employee's eligible compensation (i.e., if an employee elects to contribute four percent (4%) of eligible compensation, the Employer's contribution would equal four percent (4%) of eligible compensation). Employer contributions for new employees will commence upon enrollment the first of the month following completion of the employee's trial period.

8.5.2 Vesting: For employees hired prior to January 1, 2019, the Employer's contribution will vest at the rate of one hundred percent (100%) upon completion of the plan's eligibility period. For employees hired subsequent to January 1, 2019, the Employer's contribution will vest at the rate of 30% upon completion of the employee's first year of employment, 60% upon completion of the second year of employment, 85% upon completion of the third year of employment, and 100% upon completion of the fourth year of employment. Employees will receive service credit for vesting purposes from their most recent date of hire at Central Co-op. All unvested Employer contributions shall be returned to the Employer.

8.6 Employee Discount: Employees shall receive a twenty percent (20%) discount on employee purchases of Co-op products, except that (1) the discount on beer, wine and liquor will be ten percent (10%) and (2) there will be no discount of loss leaders (Co-op Basics or their equivalent). The rates of this discount will not be decreased during the term of this contract unless a change in Washington State Liquor control law requires such change. In that event, the Co-op will advise the Union of the required change and upon request negotiate with the Union regarding effects.

Employees will cooperate with management in adhering to policies and procedures that assist in accurately recording and implementing this discount benefit. The employee discount is for use by employees and one additional designated member of the employee's household. The discount is meant to be taken on a reasonable volume of groceries and is not intended to be used by employees to purchase goods for friends or members of a shared household who are not designated to receive the discount consistent with this Article.

ARTICLE 9 – GRIEVANCE PROCEDURE

Any grievance(s) involving the interpretation or application of this Agreement that arise between the parties during the term of this Agreement, shall be adjusted in the following manner:

9.1 Pre-grievance: Before a grievance is filed by or on behalf of an employee or employees, the employee or employees should make a good faith effort to resolve the underlying dispute with their supervisor. The parties will strive wherever possible to verbally settle potential grievances at the department level.

9.2 Step One: Any grievance or dispute concerning the application or interpretation of this Agreement must be presented in writing by the aggrieved party to the other party within thirty (30) calendar days from the date the party knew or reasonably should have known of the event(s) or occurrence(s) giving rise to such grievance or dispute.

The responding party shall have no longer than fifteen (15) calendar days from the date a written grievance is received to reply in writing. In the absence of a timely written response the grievance shall be deemed denied and shall move to the next step.

9.3 Sharing of Information: The factual details regarding a grievance (or pre-grievance issue) should be shared as early as possible in the process. The filing party should provide as much detail as possible in the original grievance, or soon thereafter. The responding party should provide as much detail as possible with its response, or soon thereafter. These provisions are intended to allow the parties to investigate and assess the grievance more effectively, with the goal of resolving the matter prior to needing an in-person grievance meeting.

9.4 Step Two: If the grieving party desires to proceed, then within twenty-one (21) calendar days after the date a written reply is received or the grievance is deemed denied the parties shall meet and make every attempt to settle the grievance. In this step, the parties may agree to engage in dispute mediation with a mutually agreeable mediator. If this option is utilized it will be completed within thirty (30) calendar days of the start of this step.

9.5 Step Three – Arbitration: Grievances still unresolved may be submitted to arbitration by either party by written notice to the other no later than fifteen (15) days after the last meeting of the parties at the above step.

9.5.1 Within ten (10) calendar days after submission of the grievance to arbitration, the parties shall attempt to select an impartial arbitrator, or if they are unable to do so, the Union shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) disinterested, local, and qualified persons willing to act as impartial arbitrators; with a copy of such request being sent to the other party. From this list the Co-op and the Union shall, within seven (7) calendar days after its receipt, alternately strike one name until six (6) names have been eliminated, and the person whose name remains shall be the impartial arbitrator. The parties shall draw lots to determine who shall make the first deletion from the list. Notwithstanding the provisions of Article 9.6 regarding the time for selecting an arbitrator, if a notice of arbitration is timely made pursuant to Article 9.5, the aggrieved party may provide written notice at the time of the Article 9.5 notice that the arbitrator selection process will be stayed for sixty (60) days.

- 9.5.2 The fees and expenses of the arbitration and hearing room incurred as the result of mediation or arbitration shall be borne one-half (½) by the Union and one-half (½) by the Co-op. Each party shall bear its own expenses of advocacy in presenting evidence. The decision of the arbitrator shall be final and binding on both parties. Neither party shall be liable for the expenses of the other party's witnesses.
- 9.5.3 The arbitrator shall have no authority to add to, subtract from, or otherwise alter this Agreement, and shall be expected to render a written decision within thirty (30) days. The decision of the Arbitrator shall be final and binding on the parties. In any case in which back pay is awarded, the Arbitrator shall retain jurisdiction to calculate the amount of compensation due, including offset, if any, for interim earnings and/or failure to mitigate in the event the parties are unable to agree on such matters.
- 9.6 Time Limits: It is understood that any of the foregoing time limits may be waived by mutual agreement.
- 9.7 Claims of Underpayment: In the event a grievance or claim is submitted for underpayment of compensation due under a provision of this Agreement, any retroactive adjustment in compensation shall be limited to the sixty (60) day period immediately preceding the date the grievance was filed in writing.

ARTICLE 10 – LEAVES OF ABSENCE

- 10.1 Unpaid Leaves of Absence: Employees are eligible to apply for unpaid leaves of absence of up to three (3) months after they have been employed at the Co-op for the preceding eighteen (18) consecutive months. The granting of such leave shall be at the Employer's sole discretion. Employees returning from such leave shall retain their seniority and shall return to their former position.
- 10.2 Long-Term Leaves: The following provisions apply to unpaid leaves in excess of four (4) weeks and up to a maximum of three (3) months.
- 10.2.1 Before commencement of the long-term leave, the employee may be required to provide training to employee(s) who will provide relief coverage during the leave.
- 10.2.2 Health and welfare insurance benefits will not be provided except as required by state and federal law (COBRA).
- 10.2.3 Leave requests must be submitted to Human Resources two (2) months in advance except in cases of emergency or mutual agreement.
- 10.2.4 Employees must contact their supervisor or the Human Resources Department four (4) weeks prior to the expiration of their leave to provide notice of availability. Seniority will accrue during the leave of absence.

- 10.3 FMLA and PFML: The provisions of Sections 10.1 and 10.2 do not apply to leaves taken under the Family and Medical Leave Act and Washington's Paid Family and Medical Leave Act, which are governed by federal and state law and Employer policy.
- 10.4 Jury Duty: Employees who have been employed for at least sixty (60) consecutive days, who regularly work twenty-four (24) hours or more per week and who are called for service on a jury shall be excused from work for the days on which they serve and shall be paid at their straight-time rate of pay for time lost by reason of such service, up to a limit of eight (8) hours per day and ten (10) days per year. Employees excused from attendance at court must report for work if sufficient time remains to work at least one-half (1/2) of their normal workday. Employees must furnish verification showing date and time of jury service.
- 10.4.1 Witness Duty: Employees required to appear in court or in legal proceedings on behalf of Central Co-op shall receive compensation at their straight-time hourly rate of pay for the time spent in making such appearance. If the appearance is during scheduled hours, the hours will be compensable under the terms of this Agreement; if it is during unscheduled hours, no other provision in this Agreement shall apply.
- 10.5 Bereavement Leave: Employees who are regularly scheduled to work at least twenty (20) hours per week, who have been employed for at least sixty (60) consecutive days, and who experience the death of an immediate family member, shall be allowed to take a paid bereavement leave of up to three (3) days (up to 24 hours based on a regular work schedule) plus up to five (5) additional unpaid days off. Immediate family shall be defined as a spouse or spousal equivalent; child; parent; sibling; grandparent; grandchild; the step or in-law equivalent of child, parent or sibling; or a relative primarily residing in the employee's household. Proof of death must be provided as a condition of receiving bereavement leave pay. Bereavement leave of up to five (5) days off without pay will be available for employees who are not eligible for bereavement leave pay.
- 10.6 Union Leave: Upon request of the Union, leaves of absence without pay for Union business not to exceed nine (9) months may be granted in the discretion of the Employer to employees, regardless of their length of service. Employees returning from such leave shall retain their seniority and shall return to their former position.

ARTICLE 11 – MANAGEMENT RIGHTS

- 11.1 Management Rights: The Union recognizes the rights of the Employer to operate and manage the Co-op consistent with business needs and the Cooperative identity of the organization, including its values and principles. These management rights include, but are not limited to, the rights to establish and require performance expectations; to maintain order and efficiency; to assign and direct employees; to determine work assignments and work schedules; to determine staffing levels and requirements; to select and hire employees; to require overtime; and to promulgate and enforce rules, regulations and personnel policies and procedures; provided that such rights, which are vested solely

and exclusively in the Employer, shall not be exercised so as to violate any of the specific provisions of this Agreement.

- 11.2 Central Co-op Policies: It is understood that the Co-op has established certain Co-op Policies that are in effect and apply to all employees, including members of this bargaining unit. It is understood that any provisions of this Agreement between the parties shall take precedence in the event of a conflict with the provisions of these Policies. Management retains the exclusive right to make revisions to these policies and to manage the Co-op in all aspects except as limited by the terms of this Agreement.

ARTICLE 12 – NO STRIKES OR LOCKOUTS

- 12.1 During the life of this Agreement the Union agrees not to engage in any picketing, strike or stoppage of work and the Employer agrees not to engage in any lockout. The Union agrees to take all reasonable steps to cause its members to adhere to the obligation not to picket, strike, or engage in a work stoppage in violation of this Agreement. Any employee violating the terms of this Article shall be subject to discipline, including termination; provided, it shall not be a cause for discharge or discipline nor shall it be a violation of this Agreement for an employee to cross or refuse to cross a primary labor union picket line at the Employer's premises that has been established to support a legal strike, provided the picket line is approved by the Union and the Employer has been provided at least twenty-four (24) hours' advance notice of the sanctioning of a picket line. For purposes of this Article, picketing is defined as that term is construed under the National Labor Relations Act, as amended, and specifically excludes hand-billing as that term is construed under the National Labor Relations Act, as amended.

ARTICLE 13 – GENERAL PROVISIONS

- 13.1 Store Closure: In the event of a store closure, the Employer shall give Co-op employees and the Union not less than sixty (60) days' written notice prior to the closure, in accordance with and subject to the provisions of the WARN Act, 29 USC § 2100 et seq., and regardless of the number of employees employed at the store. In the event that a full 60 days' notice is not provided, employees shall, in accordance with the Act, receive back pay for scheduled work days the notice falls short of the full 60 days.
- 13.2 Complete Agreement: This document contains the full and complete Agreement of the parties. It supersedes any and all prior agreements and understandings between the parties.
- 13.3 Separability: If any section or paragraph of this Agreement is rendered invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The section or paragraph rendered invalid shall, upon sixty (60) days' written notice by either party, be renegotiated for the purpose of an adequate replacement.
- 13.4 Sale of Store: In the event that the Employer sells, leases or transfers the store, the Employer will be obligated to advise the purchaser, lessee or transferee of the existence of this Agreement. The Employer will further advocate for adoption of the terms of this

Agreement by the successor, lessee or transferee. The Employer shall not, however, be held responsible or liable for refusal by the purchaser, lessee or transferee to adopt these terms.


ARTICLE 14 – DURATION OF AGREEMENT


14.1 This Agreement shall be in full force and effect commencing the first full payroll period following ratification of this Agreement and continuing through December 31, 2024, at which time it shall be automatically renewed for a period of one (1) year from said date, and thereafter for each year upon each anniversary of said date without further notice, provided, however, that either party may open this Agreement for the purpose of terminating or discussing a revision to the Agreement within sixty (60) days prior to said expiration date of each anniversary thereof upon written notice being served upon either party by the other.


DATED this 20th day of July, 2022.

CENTRAL CO-OP

UNITED FOOD AND COMMERCIAL
WORKERS UNION LOCAL 3000

By: 
Catherine Willis Cleveland, CEO

By: 
Joe Mizrahi, Secretary Treasurer

By: 
Andy Heyman, Chief Negotiator

APPENDIX A

RATES OF PAY

A.1 Minimum rates of pay: Minimum hourly rates of pay for bargaining unit employees in the classification of meat cutter and service counter employee shall be as follows:

Meat Cutter:

			1/1/2022	8/1/2022	8/1/2023	8/1/2024
1.a	0 during trial period	0 to completion of trial period	19.78	19.88	20.08	20.18
1.b	0 after trial period	Completion of trial period to 2,079	20.42	20.52	20.73	20.83
2	1	2,080 to 4,159	20.92	21.02	21.23	21.34
3	2	4,160 to 6,239	21.67	21.78	22.00	22.11
4	3	6,240 to 8,319	22.67	22.78	23.01	23.13
5	4	8,320 to 10,399	23.92	24.04	24.28	24.40
Journey	5	10,400 to 20,799	25.22	25.35	25.60	25.73
Senior Journey	10	20,800 +	25.72	25.85	26.11	26.24
Dept. Manager	N/A	N/A	27.22	27.36	27.63	27.77

Service Counter Employee:

Step	Completed years	Hours in Grade	Wage Rate Effective First Full Pay period following:			
			1/1/2022	8/1/2022	8/1/2023	8/1/2024
1.a	0 during trial period	0 to completion of trial period	16.78	16.86	17.03	17.12
1.b	0 after trial period	Completion of trial period to 2,079	17.42	17.51	17.69	17.78
2	1	2,080 to 4,159	17.92	18.01	18.19	18.28
3	2	4,160 to 6,239	18.67	18.76	18.95	19.04
4	3	6,240 to 8,319	19.67	19.77	19.97	20.07
5	4	8,320 to 10,399	20.92	21.02	21.23	21.34
Journey	5	10,400 to 20,799	22.22	22.33	22.55	22.66
Senior Journey	10	20,800 +	22.72	22.83	23.06	23.18

A completed year shall consist of 2,080 compensated hours. Following an employee's placement at the appropriate step in accordance with Section 6.2, the employee will advance to the next step after having been compensated for 2,080 hours, and to each step thereafter after having been compensated for an additional 2,080 hours, until the Journey pay grade is reached.

Above scale wage rates: Employees receiving a wage rate higher than scale based on the assignment of additional job responsibilities will continue to receive the differential in such wage rate unless there is a change in the assignment of responsibilities.

Wages shall be minimums and shall not preclude the Co-op from paying discretionary additional amounts above the minimum requirements of this Agreement, provided the Employer documents the justification for new above scale wage rates and provides the justification to the Union upon request.

A.2 New classifications: Sixty (60) days prior to the introduction of any new methods of operation into the bargaining unit that would create the need for a new work classification and rate of pay for such new classification, the Employer shall notify the Union of any such new methods, including a description of work being performed and the wage rate assigned. Any question as to the adequacy of the wage rate established for the new job classification shall be presented in writing by the Union within ten (10) calendar days following the Employer's written notice to the Union, and shall be subject to negotiation and if not agreed upon, shall be subject to the grievance procedure as set forth in Article 9 of this Agreement. If, through the procedure as set forth in Article 9, it is determined that the wage rate assigned by the Employer should be adjusted, such adjustment shall be retroactive to the date that such new method is put into effect. It is mutually agreed that should one party desire expedited arbitration of any grievance arising from this paragraph, the other party will move in such a manner as to proceed immediately to arbitration.

LETTER OF UNDERSTANDING #1

Union Jurisdiction

Central Co-op (“Employer”) and UFCW 21 (“Union”) hereby agree as follows:

In the event of a first violation of Section 1.02 of the parties’ Agreement, the Employer shall pay to the Union, for equal distribution to all regular bargaining unit employees employed in the Meat Department, one day’s pay (8 hours total) at the Journeyman Meat Cutters’ rate applicable on the day of the violation.

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

Penalties will not apply to the following:

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

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

DATED this 20th day of July, 2022.

CENTRAL CO-OP

UFCW LOCAL 3000

By: 

By: 

LETTER OF UNDERSTANDING #2

New Employee Orientation

Central Co-op (“Employer”) and UFCW 21 (“Union”) hereby agree as follows:

Central Co-op and the Union agree that when the Co-op provides orientation for new employees, it will notify the Union sufficiently in advance to allow a Union representative to meet with new members of the bargaining unit at the conclusion of the orientation. A representative of the Co-op shall be allowed to attend the meeting.

DATED this 20th day of July, 2022.

CENTRAL CO-OP

UFCW LOCAL 3000

By: 

By: 

Side Letter re Bargaining Unit Work

Dear Andy:

The purpose of this letter is to document an agreement between the parties, which is allowed under Section 1.2.1 of the Meat Contract between UFCW Local 21 and Central Co-op, regarding a limited exception to the general rule that the work of the bargaining unit shall be performed only by members of the bargaining unit. That exception is as follows:

Store Support Coordinators represented by the Union, or such person who is in charge of the store if a Coordinator is not available, may perform fish cutting and may place in the meat counter products that have been prepared by meat department employees, if either (1) a bargaining unit employee is not on duty in the Meat Department, or (2) in emergency circumstances or where operational needs require, the work is performed for a limited time period.

This agreement is not part of the existing collective bargaining agreement between the parties, but is valid notwithstanding the language of Section 13.2 – Complete Agreement.

Sincerely,



Alyssa Melter
Alyssa Melter – on behalf of Central Co-op

Agreed:



Andy Heyman
Andy Heyman – on behalf of UFCW Local 3000

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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