

# AGREEMENT

By and Between

**PCC COMMUNITY MARKETS**

and

**UNITED FOOD AND COMMERCIAL  
WORKERS UNION LOCAL NO. 21**

Chartered By  
UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION

## GROCERY AGREEMENT

Covering The Period  
Date of Signing 2020 through December 31, 20~~20~~19

Ratified: ~~June 30, 2017~~





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AGREEMENT  
By and Between  
PUGET CONSUMERS CO-OP d/b/a PCC COMMUNITY MARKETS  
and  
UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL NO. 21  
Chartered By  
UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL  
UNION AFL-CIO, CLC

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“This Agreement is entered into by the employer, Puget Consumers Co-op d/b/a PCC Community Markets, referred to hereinafter as “PCC” and the United Food & Commercial Workers Local 21, referred to hereinafter as the “UNION”.

It is the intent and purpose of PCC and the Union to promote and improve Labor Management relations between them and to set forth herein the basic terms and Agreement covering wages, hours and conditions of employment to be observed by the parties of this Agreement.

In consideration of the mutual promises and agreements between the parties hereto, and in consideration of their mutual desire in promoting the efficient conduct of business and in providing for the orderly settlement of disputes between them, the parties to this Agreement agree as follows:

**ARTICLE 1 - RECOGNITION AND BARGAINING UNIT**

1.1 PCC hereby recognizes United Food & Commercial Workers Local 21 as the sole and exclusive collective bargaining agency for a unit consisting of “all staff” except Store Director and Assistant Store Director(s), Deli Coordinator ( see letter of understanding for clarification) and staff of a meat department, employed in PCC's Ballard, Burien, Bothell, Columbia City, Edmonds Fremont, Greenlake, Greenlake Village Issaquah, Kirkland, Redmond, View Ridge, and West Seattle stores with respect to rates of pay, hours, and other conditions of employment. Subject to the terms of Section 16.1 of Article 16, in accordance with the practices developed under this Agreement the work of handling and selling of merchandise in such retail stores covered by this Agreement shall be performed only by staff of PCC within the unit referred to above for which United Food & Commercial Workers Local 21 is recognized as the sole collective bargaining agency by PCC.

1.1.1 In the event a new store is opened by PCC, PCC shall recognize the Union under the terms of the existing contract, either voluntarily or by secret ballot election within sixty days of the store opening.

1.1.2 PCC agrees to recognize a designated shop steward appointed by the Union for each store location covered by this Agreement.

1.1.3 PCC agrees that the classification of “Demonstrator” shall be included within the definition of “all staff” for purposes of Section 1.1

**ARTICLE 2 - UNION SECURITY**

2.1 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 staff persons covered by this Agreement who are members of the Union in good standing on the date of this Agreement shall remain members in good standing, and those who are not members on the date of this Agreement, shall, on the thirtieth (30th) day or after one hundred hours of employment, whichever is longer, following the date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all staff persons covered by this Agreement and hired on or after its date shall, on the thirtieth (30th) day or after one hundred hours of employment, whichever is longer, following the beginning of such employment become and remain members in good standing in the Union.

- 2.2 PCC shall suspend any staff person as to whom the Union, through its authorized representative, delivers to PCC a written notice that such staff person is not in good standing in conformity with this Article. For the purpose of establishing uniform rules for the application of this paragraph of the Agreement, the parties agree as follows:
- 2.2.1 If a newly hired staff person fails to apply for Union membership, or if a staff person fails to comply with the requirements of continued membership as set forth above, the Union will serve a letter upon the PCC requesting that such staff person be suspended.
  - 2.2.2 Upon receipt of a letter requesting suspension of a staff person who has not complied with Article 2 of the Agreement, PCC shall (on the same date, if the staff person is working on that date) immediately notify such staff person that if she/he has not complied with the Union membership requirements of Article 2 of the Agreement within fourteen days (14) from the date of written request for suspension, his/her employment shall automatically be suspended.
  - 2.2.3 The Union agrees to withdraw any letter of suspension if a staff person, in respect to whom such letter has been served, shall complete his/her membership requirements within the time limit specified in 2.2.1 and 2.2.2.
  - 2.2.4 Whenever the Union requires the suspension of any staff person in connection with the Union security clause of this Contract, the Union shall hold PCC harmless and shall indemnify PCC against loss, as a result of relying upon the direction of the Union in suspending any staff person. PCC agrees that when the Union notifies PCC that the reason for the suspension was a bona fide clerical error, PCC will reinstate the staff person to his/her former position on the next weekly schedule.
- 2.3 PCC 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, department, job classification, date of hire, social security number, wage rate, work location, hours worked, company employee id number, and gross income for the previous month. Each month PCC will also include an electronic list of new hires and terminations during previous month. The new hire list shall include all information listed above. The termination list shall include the effective date of termination. Provided, however, the two lists can be combined into one list if the Employer identifies the new employees and the terminated employees on the supplied list.
- 2.3.1 The Union shall without limitation indemnify and hold the Employer harmless from any and all claims arising from the Employer's requirement to comply with Section 2.3

## 2.4 DISCIPLINE AND DISCHARGE

The Employer reserves the right to discharge any person in his employ if the employee's work is not satisfactory. No staff person shall be disciplined or discharged except for "Just Cause". Staff persons will abide by these policies when activating store grievance procedures. PCC or staff judgment in disciplining a staff person is subject to review by an Arbitrator, as outlined in Article 15.

- 2.4.1 In cases of discipline or discharge, Just Cause may be established if an employee has violated PCC Policy or in the case of performance related deficiency, after failure to comply with a Final Performance Agreement remediating the deficiency. PCC can set policies regarding the competency and qualifications of staff persons. PCC continues to adhere to the concept of progressive discipline appropriate to the employee issue at hand. Progressive discipline includes using "Conversations" (1<sup>st</sup>/level verbal warning), "We've Talked" (written warning), "Performance Agreement" (agreement on performance or stated further discipline will occur including, suspension or termination). PCC confirms the continued use of traditional "We've Talked" and "Performance Agreement (PA)" and other progressive measures PCC finds appropriate to the situation.

- 2.5 No staff person shall be discharged or discriminated against for any lawful Union activity, including performing service of the Union Committee outside of business hours or for reporting to the Union the violation of any provisions of the Labor Agreement, providing such activities shall not interfere with the normal performance of the staff person's work.
- 2.5.1 Each Union steward shall be allowed one (1) unpaid day off each year to attend a union steward educational seminar.
- 2.6 PCC agrees that it will not require any staff person or prospective staff person to take a polygraph (lie detector) test or tests as a condition of employment or continued employment.
- 2.7 During the term of this Agreement, PCC shall deduct Union all dues, initiation fee and agency fees from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. When filed with PCC, the authorization form will be honored in accordance with its terms. Deductions will be promptly transmitted to the Union by check payable to its order. Included with the check PCC shall provide the Union a separate list of all employees using payroll deduction. The list shall be transmitted electronically and shall include, name, social security number, and dollar amount deducted by pay period. Upon issuance and transmission of a check to the Union, PCC's responsibility shall cease with respect to such deductions.
- 2.7.1 The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold PCC harmless from all claims, demands, suits or other forms of liability that shall arise against PCC for or on account of any deduction made from the wage of such employee. The Union shall without limitation indemnify and hold the Employer harmless from any and all claims arising from the Employer's requirement to comply with Section 2.7
- 2.8 Active Ballot Club Check-off: The Employer agrees to deduct contributions in an amount designated by the employee from the paychecks of those employees whose individual written unrevoked authorizations are on file with the Employer and to transmit the amount so deducted to the Union. Said deduction authorization shall be in such form as to conform with governing Federal and State laws applicable to Political Action Committees (PAC). Deductions shall be administered according to guidelines established by the Employer.

### **ARTICLE 3 - SENIORITY AND AVAILABLE HOURS**

- 3.1 **ATTAINMENT OF SENIORITY**
- 3.1.1 There exists a ninety (90) calendar day probationary period for each staff person beginning with the most recent date of hire. If a staff person is terminated during this probationary period, such terminations are not subject to Article 15 of this Agreement. All staff shall attain seniority after ninety (90) calendar days with PCC.
- 3.1.2 Upon completion of this period, seniority shall date back to the most recent date of hire.
- 3.2 **APPLICATION OF SENIORITY**
- 3.2.1 Seniority shall be applicable on an individual store basis, except as otherwise provided for under Section 3.2.2, 3.3.1 and 3.4.1, and shall apply to the extent provided for in this Article.
- 3.2.2 A staff person's seniority shall not be broken in cases where the staff person transfers to a different store with PCC within the geographic jurisdiction covered by the Collective Bargaining Agreements between PCC and United Food & Commercial Workers Local 21.
- 3.3 **LAYOFF**

3.3.1 Where on an individual store basis, there is a reduction of the number of staff holding seniority within such a store, the last staff person hired at that store shall be the first staff person laid-off, provided qualifications and ability are equal. The affected staff person so reduced may displace the most junior staff person of PCC in the same classification, i.e. clerks, helper clerks, and courtesy clerks within the geographic jurisdiction covered by this Agreement, provided qualifications and ability are equal. A layoff is defined as two consecutive weeks that a staff person is not shown on the weekly work schedule. Notwithstanding the above, in the event of a store closure, the affected staff shall be considered laid-off at the time of the closure and shall be rehired in accordance with Section 3.4.1 and 3.5.7. In applying the forgoing, PCC will make every effort to identify and place staff from a closed store into open stores based on seniority, qualifications, and ability.

#### 3.4 RECALL

3.4.1 Where there is an increase in the number of staff within a job classification, the last staff person with seniority laid off by PCC, within the geographic jurisdiction covered by this Agreement, will be the first staff person recalled, provided qualifications and abilities are equal and the staff person is available to perform the work. In the case(s) where two or more staff are laid-off on the same day, the senior staff person shall be the first recalled, provided qualifications and ability are equal.

3.4.2 Staff shall be required to inform PCC in writing of their current address and phone number, and with the exception of temporary recall, staff recalled in accordance with 3.4.1 shall be notified in writing to report to work.

#### 3.5 LOSS OF SENIORITY

3.5.1 Except as otherwise provided for in Article 4 - Leaves of Absence, seniority shall be broken and a staff person's service shall be terminated for the following reasons:

3.5.2 Voluntary quit:

3.5.3 Discharge in accordance with Section 2.4:

3.5.4 Failure to report to work within seven (7) days following the postmark of the written notice referred to in Section 3.4.2 mailed to staff person's last known address; and,

3.5.5 Failure to report to work immediately following a Leave of Absence;

3.5.6 Absence caused by an occupational accident of more than eighteen (18) consecutive months unless a longer period is agreed upon between PCC and the Union.

3.5.7 Absence caused by a layoff in excess of three (3) months. Notwithstanding the above, staff laid off due to the closure of their store will retain their seniority for twelve (12) months, unless they fail to exercise their seniority with PCC at their first opportunity; refuse to accept recall; or accept employment with the purchaser.

#### 3.6 REDUCTION OF HOURS

3.6.1 Full time staff shall not have their hours reduced for the purpose of increasing the working hours of part time staff or assigning such hours to new hires.

#### 3.7 AVAILABLE HOURS

3.7.1 It is the intent of this Agreement and it shall be the practice of PCC to provide as many full time, forty (40) hour, positions as possible. The Employer may arrange weekly work schedules to accommodate the needs of the business, and senior employees shall be offered the most weekly



hours up to a maximum of forty (40) hours per week; provided qualifications and ability are equal; the senior employee is available to perform the work; and the employee has notified management in writing of his or her desire for additional hours of work. It shall be the obligation of the Employer to promptly investigate alleged abuses upon presentation, and to rectify such abuses when justified within the meaning of this section.

- 3.7.2 The Employer agrees that the provisions of Section 3.7.1 shall not be applied in an arbitrary manner and the Employer shall, at the request of the Union, provide business reasons for the scheduling of employees in that given store.
- 3.7.3 “Provided Qualifications and Ability are Equal” -- It is understood and agreed that the term “provided qualifications and ability are equal” shall mean that if two (2) employees have the same qualifications and abilities, the senior staff person has priority.
- 3.7.4 It is understood and agreed that the employee will not be entitled to request wages under the provisions of Section 3.7.1 except to the extent of time lost, commencing with the weekly work schedule 90 days following receipt of written notice from staff requesting additional hours. Requests may be granted sooner than 90 days when scheduling permits and the SD so approves.
- 3.7.5 Staff desiring less than forty (40) but thirty-two (32) or more hours in a week shall be scheduled for the requested hours based on seniority, provided qualifications and abilities are equal, and the staff person is available to perform the work. Requesting staff waive their right to claim any hours in excess of the amount requested. To reclaim seniority rights to hours a staff person must provide the SD with thirty (30) days written notice of such desire. Provided, however, a request for less than forty (40) hours shall be in effect for a minimum of ninety (90) days unless shortened by mutual agreement between the SD and the staff person. It is understood that a guideline of twenty percent (20%) of full time staff will be used by a Store Director to schedule staff for 32 to 39.9 hours.

#### **ARTICLE 4 - LEAVES OF ABSENCE**

##### **4.1 SHORT TERM LEAVE**

- 4.1.1 After 18 consecutive months of employment, staff can take up to three (3) weeks (cumulative) unpaid leave during a year as long as the leave is approved by the Store Director (SD)

##### **4.2 LONG TERM LEAVE**

- 4.2.1 Long-Term Leaves of Absence: Long-Term leaves are defined as longer than three (3) weeks but not longer than three (3) months. They must be approved by the Store Director and are conditional upon the long absence of a co-worker not jeopardizing the staff person's work situation or the good of the store. Long-term leaves are only extended to staff who have worked at PCC at least 18 months. A staff person can take a long-term leave every other year. A substitute must be chosen with the approval of the SD and must be trained by the person leaving.
- 4.2.2 Staff shall be required to inform PCC in writing of their current address and phone number and PCC may cancel a long-term leave according to PCC Policy.
- 4.3 Staff taking long-term leaves are required to pay up any sick leave or vacation deficits and to pay off all debts to PCC before going on leave.
- 4.4 Staff may not take a staff discount on purchases during a long-term leave of absence. Medical, dental, disability, and other economic benefits will not be provided during a long-term leave.

4.5 Long-term unpaid leaves of absence of up to three (3) months available to staff who have worked for over 18 months at PCC, can be taken in addition to paid vacation. However, any staff who take a long-term leave are not also entitled to the three (3) weeks of unpaid leave available to staff who do not take long-term leaves.

4.5.1 The staff person will be scheduled in the first week after PCC has received notice of availability upon expiration of leave. Seniority will be maintained according to Article 3.

4.6 If a benefit plan will permit employees to continue coverage while on leave, PCC will facilitate dissemination of that information to staff if staff notifies the H.R. department two (2) weeks (except in emergencies) in advance to make arrangements to get available and pertinent information to continue payments to maintain coverage during the period of absence. Once on leave, if arrangements have not been made in advance, they cannot be made later.

#### 4.7 PARENTAL LEAVE

4.7.1 Four (4) weeks paid parental leave at normal pay is available upon birth or adoption of a child to staff who have worked at PCC the preceding 18 or more months. This paid time shall be available between three months prior and up to twelve months following the birth or adoption.

4.7.2 The staff person has the option of using accrued sick leave

4.7.3 If additional leave is requested, the terms of the leave shall follow PCC's leave of absence provisions in 4.1 or 4.2.

4.7.4 Short Term Disability (STD) is available pursuant to Section 9.7 of this Agreement in accordance with the plan documents. The policies are available on PCC's intranet and from the human resources department.

A. A staff person must be a member of the group eligible for STD. See Section 9.7 for eligibility.

4.7.5 The **employee** shall return to the same job or a similar job at the same rate of pay.

4.7.6 The staff person has the option of using accrued sick leave or vacation if additional leave is required.

4.7.7 If additional leave is requested, the terms of the leave shall follow PCC's Leave of Absence Provisions in 4.1 or 4.2.

#### 4.8 BEREAVEMENT LEAVE

4.8.1 All staff shall be allowed up to three (3) days off with pay by reason of a death in the staff person's family. The term family includes: spouse, existing primary relationship, son, daughter, mother, father, mother-in-law, father-in-law, grandparents, grandchildren, brother, sister, step children, son-in-law, daughter-in-law, step parents, or relatives residing with the staff person.

#### 4.9 JURY DUTY

4.9.1 All staff will be paid at his/her regular straight-time normal pay, as defined in Appendix A, for all time spent on Jury Duty. All funds received for serving Jury Duty shall be remitted to PCC with the exception of mileage and meal payments from the court. Each staff person may receive compensation for one (1) panel per twelve-month period.

#### 4.10 UNION LEAVE

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

## **ARTICLE 5 - HOURS OF WORK AND OVERTIME**

- 5.1 Forty (40) hours per week consisting of five (5) days of eight (8) consecutive hours each (exclusive of not more than one (1) hour out for lunch each day) shall constitute the basic straight-time workweek.
- 5.1.1 Staff shall have the option with SD and appropriate department coordinator approval, of working four (4) days of ten (10) hours each (exclusive of not more than one (1) hour out for lunch each day) as a basic straight time workweek.
- 5.1.2 Staff, for their personal convenience may, with consent of the SD and department coordinator (for long term) or PIC (for daily changes), modify their workday or workweek by combining long and/or short days during a work week and when PCC accommodates such changes PCC shall incur no overtime cost which would otherwise be required by this Agreement. When a modification to the schedule is made as described above the staff member and the PIC who agreed to the modifications shall initial the Time Sheet entry for the modified workdays and such initials shall signify the revision was for the convenience of staff and is a waiver of overtime resulting there from. Except as described above, the overtime provisions of this Agreement shall not be violated. In all circumstances hours worked beyond forty (40) in any workweek will be at time and one half.
- 5.1.3 The workweek shall be defined as Sunday, 12:01 AM to Saturday, 12:00 midnight.
- 5.2 All authorized hours worked in excess of a standard work day (which shall be eight (8) hours per day unless otherwise agreed to as in section 5.1.1 and 5.1.2) and/or forty (40) hours per week shall be paid for at the rate of time and one-half (1 1/2). Where six (6) or seven (7) days are worked in any one work week (Sunday through Saturday), time and one-half (1 1/2) shall be paid for one day if six are worked or two days if seven are worked on the day(s) the least number of hours are worked.
- 5.3 **NIGHT PAY**
- 5.3.1 If staff works before 6:00 A.M. or after 9:00 P.M. they will receive an additional 70 cents per hour for each hour worked either before 6:00 A.M. or after 9:00 P.M.
- 5.3.2 Staff scheduled to work between the hours of 12:00 AM and 6:00 AM shall receive an additional 30 cents per hour in addition to amounts provided in §5.3.1
- 5.4 **REQUIRED MEETINGS**
- 5.4.1 Required PCC meetings shall be paid for at the straight-time hourly rate, and shall be considered time worked for the purpose of computing overtime for over forty hours a week. Staff who are scheduled for over eight (8) hours in a day due to a staff education obligation may petition the SD for a schedule revision. Absent an emergency, the SD must revise the schedule to eliminate the greater than eight (8) hour work shift.
- 5.5 **WAGE STATEMENTS**
- 5.5.1 PCC agrees to furnish each staff person, on regular established pay days, a wage statement showing the name of the staff person, period covered, hours worked, rate of pay, total amount of wages paid, deductions made, number of vacation hours accrued, and sick leave accrued.
- 5.6 **WORK SCHEDULES**

- 5.6.1 As soon as practicable following ratification, the work schedule shall be posted 14 days in advance by 7 PM Sunday. Once posted that week's schedule may be changed only if the affected employee agrees to the schedule change.
- 5.6.2 Staff who are scheduled for seven (7) consecutive days may petition the SD for a schedule revision. Absent an emergency, the SD must revise the schedule to eliminate seven (7) consecutive days for the petitioning staff member.
- 5.6.3 No staff person shall be required to accept a working shift which begins less than ten (10) hours from the previous working shift.
- 5.6.4 All staff except in cases of emergency beyond PCC's control or where the staff person is unable to work four (4) hours on a particular day shall receive not less than four (4) continuous hours work or equivalent compensation in any one (1) day ordered to report for work, compensation to begin at the time of reporting for duty. This Article shall not apply to Article 5.4. However, staff required to attend such meetings on their day off, or who have been called back after an hour of off-duty time shall receive a minimum of a two (2) hour call in for such meetings.

## 5.7 REST PERIOD

- 5.7.1 Employees shall be allowed an uninterrupted rest period of not less than fifteen (15) minutes, on the employer's time, for each four hours of working time. Rest periods shall be scheduled as near as possible to the mid-point of the work period. No employee shall be required to work more than three hours without a rest period. Employees who work a freestanding five- hour shift (with no lunch) shall be entitled to a fifteen (15) minute uninterrupted rest period during the shift.
- 5.7.2 The weekly work schedule shall include the period designated as the meal period required by this Agreement. Lunch hours shall be as close to the middle of the shift as possible.

## **ARTICLE 6 - CLASSIFICATIONS AND MINIMUM RATE OF PAY**

- 6.1 The classification and hourly rates of pay shall be set forth in Appendix "A", attached hereto, and by this reference made a part thereof.
- 6.2 All wage adjustments required by the application of this Section shall be effective on the closest Sunday.
  - 6.2.1 The pay bracket formula is based entirely on actual hours of comparable experience in the retail industry, experience which is absolutely essential for proper understanding of the responsibilities and satisfactory performance of the job or position. However, for those staff who go into the military service prior to becoming a Journeyman, such a staff person will be re-employed at the next higher wage rate above his/her rate at the time of entry into the military service, if the staff person applies for re-employment within ninety (90) days following discharge.
- 6.3 Before hiring a new staff person, the SD and appropriate Department Coordinator will determine whether or not the position requires experience and so state on the job posting. All applicable past experience shall apply if the past experience has been within two (2) years prior of date of hire. Past experience must be claimed by a staff person on his or her employment application in order to receive credit or claim wage adjustments for incorrect payment by PCC. Applicable past experience is defined as comparable work performed in the retail grocery industry. Management will determine the degree to which an applicant's experience, in areas not related to the grocery industry, will qualify for pay for past experience.
- 6.4 Job openings shall be posted in each store. When choosing an applicant for an open position PCC will select the employee with the greatest qualifications, abilities, and availability and then by seniority. Management

shall be the sole judge of employee qualifications and abilities provided such judgment shall not be arbitrary, capricious, or discriminatory.

- 6.4.1 Employees desirous of a posted, open position that would constitute a promotion shall make their interest know to the company and such employees shall be given first consideration for such vacancies.
- 6.4.2 PCC agrees it will, give consideration to Helper Clerks (HC), Deli Helper Clerks (DHC) and Courtesy Clerks (CC) in filling vacancies for Store Clerks or HC's when such HC, DHC or CC has applied for a posted position.
- 6.4.3 An employee promoted shall have up to a ninety (90) day trial period. Said trial period shall not jeopardize the employee's former classification or seniority. Employees demoted within the 90-day trial period shall have the opportunity to return to the prior position at the prior rate of pay.
- 6.4.4 This shall not preclude PCC from hiring or paying staff persons at a pay rate in excess of the rates in Appendix "A".

#### **ARTICLE 7 - HOLIDAYS**

- 7.1 The stores will be closed for 3 holidays: New Year's Day, Thanksgiving, and Christmas. It is the CEO who decides which additional days a store will be closed. If a staff person must work on a holiday when their store is officially closed, he/she gets time and one-half (in addition to any vacation pay he/she chooses to get paid). Compensation for holidays is included in vacation accumulation. PCC may be open on New Year's Day on a store-by-store basis and should a store be open all staff hours WORKED on that day shall be at time-and-one-half.

#### **ARTICLE 8 - VACATIONS**

- 8.1 Vacation time is accrued at:
  - 0.06 hour per hour worked during the first 2080 hours of employment, and
  - 0.08 hour per hour between the 2081st and 10400 hours.
  - After 10400 hours of employment, vacation time is accrued at 0.10 hour per hours worked.
  - After 20,000 hours of employment, vacation time is accrued at 0.1154 hour per hours worked.
  - Staff can use vacation credit as it accrues per 8.1.3.
- 8.1.1 Vacation time in excess of 100 hours will be cashed out in the last pay period of each fiscal year.
- 8.1.2 Upon written **(electronic)** request up to one hundred (100) hours of accrued vacation may be carried over to the following year.
- 8.1.3 No employee shall accrue vacation during their first six (6) months of employment but shall have such accrual awarded retroactively upon completing a full six (6) months of employment.
- 8.1.4 For purposes of this section, "hours worked" shall include hours of paid sick leave and paid vacation hours.
- 8.1.5 Exceptions to this section may be made by the Human Resources through the SD.
- 8.2 Vacation bidding shall be done in two phases: first on a seniority basis and second on a first-come, first served basis. Provided, however, proper store staffing in the judgment of the SD must be maintained for all store functions.
  - A. First Phase: Seniority Basis - January 1st through January 31<sup>st</sup>

1. PCC shall post three separate department vacation schedules along with the respective seniority lists for the grocery (including cashiers, HBC, merc, and all other non-deli and non-produce departments), produce, and deli departments.
  2. Staff, by seniority within each department, shall select their first two (2) vacation preferences utilizing up to three (3) weeks total vacation time.
- B. Second Phase: First-Come Basis - February 1st through December 31st. This includes vacations to be taken in January of the following year.
1. PCC shall post the remaining available vacation openings within the grocery (including cashiers, HBC, merc, and all other non-deli and non-produce departments), produce and deli departments.
  2. Staff will select additional vacation time and will be awarded the same on a first-come, first served basis, irrespective of seniority.
- 8.2.1 If a staff person wishes to withdraw a vacation request, a written notice must be given to the SD at least two (2) weeks prior to the start of the work week in which the vacation occurs.
- 8.3 Advances of Vacation: Upon approval of the **SD** a staff person can receive an advance on vacation pay. Advances may only be drawn for vacations actually taken. A staff person can never owe PCC more than 40 hours of vacation pay. Additional vacation may not be claimed until balance is back to zero.

#### **ARTICLE 9 - SICK LEAVE**

- 9.1 For each hour worked .02 hour will accrue as sick leave to be used by each staff person up to 8 hours beyond the amount accrued in this account. For purposes of this section, "hours worked" shall include hours of paid sick leave and paid vacation.
- 9.1.1 Staff who give at least (2) week's notice shall be paid out all accrued sick leave provided they work all scheduled shifts during the two week notice period. PCC shall not withhold payment in the case of a bona fide illness verified by the Employer. Payment under this section shall not apply to any staff member terminated for misconduct.
  - 9.1.2 A staff person with over 80 hours of accrued sick leave at year end may convert all accrued sick leave over 80 hours to vacation hours on a 1:1 basis. Request to convert must be made in writing 30 days prior to year-end.
- 9.2 Advances of sick leave: Upon approval of the SD, a staff person can get an advance of sick leave pay. A staff person can never owe PCC more than (8) hours of advance sick leave.
- 9.3 Sick leave may be used for any employee illness or injury or for the care of sick children or step-children under the age of eighteen or any family member residing with the staff person. Upon request, family member exceptions may be granted with the Human Resources Director's approval.
- 9.4 Staff eligible for sick leave may use their sick leave to supplement bonafide Workers Compensation Payments provided no staff shall receive total compensation from all sources, with PCC contribution, of time loss benefits in excess of their "Normal Pay".
- 9.5 A doctor's certificate or other verification of illness may be required by the SD and, if so, must be presented by the staff person not more than forty-eight (48) hours after return to work.
- 9.6 **TIME LOSS INSURANCE PLAN**

Staff will be entitled to the following insurance benefits paid for by PCC:

- 9.6.1 Short - and Long-Term Disability Insurance: All staff who have completed twelve (12) consecutive months of employment and are compensated an average of 28, hours a week or more shall be covered by both short-term and long-term disability insurance. Eligible staff will be added to the policy at the beginning of their thirteenth (13<sup>th</sup>) full calendar month of employment at PCC. The policies are available on the PCC intranet and from the human resources department
- 9.6.2 Life Insurance Policy: Eligible staff will be provided a term life insurance policy, when they are covered by the disabilities policies, in the amount of one year's earnings up to a maximum of the group plan. Copies of the policy are available on the PCC intranet and upon request.
- 9.6.3 Accidental Death and Dismemberment Policy: Staff shall be covered by a policy with the same ceiling as the life insurance policy for certain combinations of bodily damage. Copies are available on the PCC intranet and upon request from human resources.
- 9.7 No staff will receive more in total compensation from all sources with PCC contribution when off the job due to illness or injury than they would have received in "Normal Pay".
- 9.8 Employees who have exhausted FMLA benefits because of a qualifying medical condition may request an extension of up to an additional twelve (12) weeks of unpaid leave. PCC agrees that it shall not unreasonably withhold its agreement to extended leave for a qualifying medical condition.

#### **ARTICLE 10 - HEALTH, WELFARE, AND DENTAL**

##### **10.1 PCC SPONSORED PLANS**

- 10.1.1 All new hires who are compensated an average of 28 hours a week shall be covered by the PCC sponsored Medical and Dental Plan (the PCC Plan) on the 1<sup>st</sup> of the Month following completion of sixty (60) days of employment. Eligibility for continued coverage will be based on a rolling six pay period timeframe, or as otherwise required by Plan Documents or Law.
- 10.1.2 Effective January 1, 2018, PCC Retiree Medical Plan will no longer be in effect. All employees currently covered under this plan will be grandfathered and shall receive the benefits.

##### **10.2 MAINTENANCE OF BENEFITS**

- 10.2.1 PCC shall maintain "premiums" for the sponsored plans for the life of this agreement.
- 10.2.2 In the event the cost to maintain the medical component of PCC Plan shall be increased more than 9% on a per employee per year basis for 2015 coverage or 9% on a per employee per year basis for 2016 coverage, PCC may upon 30 days' notice to the Union implement a cost-sharing with staff covered under the plan in an amount needed to cover the cost above 9% in either year. But in no event shall any staff be required to pay any amount to offset the aforesaid 9% obligation of PCC nor shall any staff be required to pay any amount above what would be required of that staff member if coverage were provided under the RCWT - PPO coverage unless otherwise required herein. Dental and Article 9 benefits are 100% maintained by PCC.

#### **ARTICLE 11 RETIREMENT PLANS**

- 11.1 PCC and the Union agree to be bound by the terms and provisions of that certain Trust Agreement creating the Sound Retirement Trust as initially executed dated January 13, 1966, and as subsequently amended and by all subsequent revisions or amendments thereto, and by all policies and other conditions of participation and eligibility, which may be established from time to time by the Trust's Plan Document, Summary Plan Description, and other pertinent rules, regulations, and Trustee actions. Further, PCC accepts as its representatives, for the purpose such Trust Fund, the Employer Trustees



who will be appointed by Allied Employers Inc., to serve on the Board of Trustees of said Trust and are their duly appointed successors.

11.1.1 All contributions shall be paid on compensable hours with a maximum of one hundred seventy three (173) hours per calendar month per staff member. The term “compensable hour” means any hour for which any employee receives any compensation required by this agreement.

11.1.2 The contribution referred to in Section 11.1.1 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.

11.1.3 The Board of Trustees of the Sound Retirement Trust shall have the authority to establish and enforce a method for reporting contributions on an accounting period basis, rather than a calendar month basis, provided that in no event shall PCC's total obligation be different than what it would have been on a calendar month basis. Further, the total contributions due for each approved accounting period shall be remitted in a lump sum not later than twenty (20) days after the end of the accounting period.

11.1.4 The provisions of Section 11.1.3 of Article 11 of this Agreement shall in no way apply to or affect PCC's obligation to pay contributions to this Trust Fund as only the amounts set out in this agreement are obligations of PCC.

11.1.5 ~~The Employer will contribute the following amounts:-~~

<del>-</del>	<del>Clerks-</del>	<del>Courtesy Clerk, Deli Helper Clerks, and Helper Clerk-</del>
<del>Base-</del>	<del>\$0.55-</del>	<del>\$0.25-</del>
<del>Pre PPA Suppl. ^</del>	<del>\$0.10-</del>	<del>\$0.10-</del>
<del>Past Rehab Incr.-</del>	<del>\$0.33-</del>	<del>\$0.33-</del>
<del>Current Total:-</del>	<del>\$0.98-</del>	<del>\$0.68-</del>
<del>-</del>	<del>-</del>	<del>-</del>
<del>Rehab Plan Increases This Term:-</del>	<del>-</del>	<del>-</del>
<del>Jan. 2017 hours (+\$0.06)-</del>	<del>\$1.04-</del>	<del>\$0.74-</del>
<del>Jul. 2017 hours (+\$0.046)-</del>	<del>\$1.086-</del>	<del>\$0.786-</del>
<del>Jan. 2018 hours (+\$0.106)-</del>	<del>\$1.192-</del>	<del>\$0.892-</del>
<del>Jan. 2019 hours (+\$0.106)-</del>	<del>\$1.298-</del>	<del>\$0.998-</del>

~~^The pre PPA supplemental contribution is based on the parties' pension agreement.-~~

~~PCC shall pay a SUPPLEMENTAL contribution pursuant to Trust amendments until such supplemental amount shall be reduced by action of the Trust whereupon amounts not needed as supplemental shall, subject to bargaining by the Employer and Union, then become contribution in addition to the contributions above.-~~

The Employer will continue to make contributions to the Sound Retirement Trust as described in this Section and the Employer's active participants will continue to earn benefit accruals until such effective date. The Employer shall make contributions on behalf of all eligible employees to the Sound Retirement Trust under this Section:

	PCC - Grocery Clerks	PCC - Courtesy/Helper/Deli	PCC - Grocery Clerks	PCC - Courtesy/Helper/Deli
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Current CBA Period	1/2017-12/2019	1/2017-12/2019	7/1/2020	7/1/2020
Base	\$0.55	\$0.25	\$0.55	\$0.25
Pre-Rehab Rate	\$0.10	\$0.10	\$0.10	\$0.10
Current Rehab Rate	\$0.754	\$0.754	\$0.784	\$0.784
TOTAL	\$1.404	\$1.104	\$1.434	\$1.134

The parties hereby adopt the Preferred schedule under the Rehabilitation Plan of the Sound Retirement Trust as revised December, 2019 with the Preferred schedule to be effective with respect to those subject to the terms of this collective bargaining agreement as of the date stated in the Rehabilitation Plan and selected Schedule and the Employer shall contribute in accordance with such schedule. In accordance with that Schedule, the Employer also shall make such additional supplemental contributions in addition to the base contributions described under 11.1.8 below. It is recognized and agreed that said supplemental contributions will not result in any pension credit for the covered employees.

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

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

#### 11.2 401(k) PROGRAM

11.2.1 Staff will be offered participation under a 401(k) plan with primary features listed below: 401(k) is a section of the Internal Revenue Code, establishing guidelines, constraints, and general rules for a class of income tax deferred pension plans.

11.2.2 Primary features of the PCC 401(k) plan will be:

A. As with all 401(k) plans, all contributions, whether from the staff member or PCC are exempt from federal income tax while the funds are in the pension plan;

B. Staff will be vested (eligible to take PCC contributions with them upon leaving PCC) at the rate of 50% after the first year of employment and 50% more at the end of the next year. Staff contributions are always vested, as is any interest staff contributions may earn.

C. \_\_\_\_\_ Past experience at PCC will count toward vesting eligibility.

11.2.3 Continuation of the Plan:

PCC does not foresee changes to the plan, however, if insufficient bargaining unit staff participate in the 401(k) plan it will be necessary to terminate participation by the bargaining unit in the plan as of the first day of any plan year in which, as a result of insufficient bargaining unit participation, the plan will lose its status as a Qualified Retirement Plan under the requirements of the Internal Revenue Code. Any money contributed by staff during a plan year but before participation was terminated, will be returned to staff as taxable wages or at the employee's option transferred into another eligible retirement account provided there is no cost to PC in making the transfer. If Bargaining Unit participation is terminated, staff shall be given an opportunity to reparticipate at the first reasonable opportunity as determined by PCC and the plan administrators.

## **ARTICLE 12 - STATE INDUSTRIAL INSURANCE**

- 12.1 All staff shall be covered under Washington State Workmen's Industrial Accident Compensation or guaranteed equal coverage. Amounts to pay for this coverage permitted by law to be deducted from staff's pay shall be so deducted by PCC and remitted to the State of Washington.
- 12.2 PCC pays into unemployment compensation, and workers are eligible to apply after they terminate work at PCC. PCC will verify only truthful statements made on unemployment applications.

## **ARTICLE 13 - OTHER BENEFITS**

### **13.1 BUYING AT DISCOUNT**

- 13.1.1 Staff are allowed to buy goods at all PCC stores at 85% of retail price (the price listed on the goods and paid by the members). The privilege of paying less than the members is available to the staff person, dependents, and one other adult in the household for their personal use. This privilege is intended to support you and your family, your partner/housemate (singular), if you have one, and your children, if you have any. These are people with whom you live, and the discount is meant to be taken on a reasonable volume of groceries used by those individuals. The intention is that the discount not be extended to others in a shared household, nor is it meant to be used by staff in purchasing food for members of a shared household. It is not to be extended to others, for example, people living in an apartment in your home, family members living in other homes, or long-term houseguests.
- 13.1.2 Staff persons will receive a PCC staff card.
- 13.1.3 This discount will not apply to departments outside the direct control of PCC.
- 13.1.4 Staff discount shall not be eligible to be applied in addition to store-wide, department-wide sales or promotions. However, in no event shall other members receive a better deal than staff members.

### **13.2 CO-OP MEMBERSHIP**

- 13.2.1 As provided in the Co-op Articles of Incorporation Staff are members of PCC and need not buy membership certificates for the term of their employment. As members, staff have the right to vote in all elections and to run for the Board of Trustees (BOT). As provided in the Co-op By-Laws up to two BOT positions may be filled by staff persons.

### **13.3 STAFF LOUNGE AND PURCHASES**

- 13.3.1 PCC pays for the purchase of FILTERED water and cleaning supplies for use in the staff lounge. Other items must be purchased by individual staff.

## **ARTICLE 14 - NON-DISCRIMINATION**

- 14.1 It is agreed that there shall be no discrimination in the application of the provisions of this Agreement based on the factors of age, race, creed, color, religion, national origin, sex, marital status, sexual orientation, political affiliation, or physical appearance. Furthermore, there shall be no discrimination in the application of this agreement based on mental or physical handicap as long as the individual is judged to be competent and qualified (see 2.4). If an individual is injured on the job and is physically incapable of performing prior job functions, PCC will adjust the individual's job responsibilities within the store to accommodate their present capabilities if possible. The staff person will be scheduled in the first week after PCC has received notice of availability. Seniority will be maintained according to Article 3.
- 14.2 There shall be no discrimination, interference, restraint, or coercion by PCC or any of its agents against any staff person because of membership or any activity in the Union.
- 14.3 No staff person will be subject to sexual harassment. Sexual harassment shall be defined in the PCC Policy and Procedure Manual.

## **ARTICLE 15 - GRIEVANCE PROCEDURE**

- 15.1 There are two types of grievances at PCC under the democratic management system. The first type involves internal disputes between individuals where a contract violation probably has not been committed. The PCC's internal grievance procedures will be used in such case. The Union Business Agent or Grievance Director will have the opportunity to observe proceedings of internal grievance hearings. It is agreed that all allegations of a violation of any matter covered by this agreement shall be "grieved" pursuant to Section 15.2 of this Agreement.
- 15.2 The second type of grievance is a contract grievance where a provision of this contract is believed to have been violated. Procedures outlined in 15.3 - 15.5 describe how contract grievances will be managed. If any individual feels that a contract grievance has been committed, they do not go through the PCC's internal grievance procedure.
- 15.3 Any grievance or dispute concerning the application or interpretation of this Agreement must be presented in writing by the aggrieved staff person to PCC within sixty (60) days from the date of the occurrence giving rise to such grievance or dispute, except in cases of discharge which must be presented within fifteen (15) days; otherwise, such right of protest shall be deemed to have been waived.
- 15.3.1 Such grievances shall be adjusted by accredited representatives of PCC and the Union. In the event of the failure of these parties to reach a satisfactory adjustment within twenty-one (21) days from the date the grievance is filed in writing the matter may be referred by the moving party for final adjustment to a Labor Relations Committee consisting of two (2) members from PCC and two (2) members from the Union. In the event the Labor Relations Committee fails to reach an agreement within seven (7) days from the date a grievance is considered by the Committee the moving party may within seven (7) days thereafter refer the grievance to arbitration by requesting PCC to agree to an Arbitrator or by requesting the Federal Mediation and Conciliation Service to submit a list of eleven (11) names of qualified Northwest arbitrators from which the parties shall select the Arbitrator.
- 15.3.2 Where a grievance is moved to arbitration it is the intent of the parties to pick an arbitrator and move the case to hearing in prompt and diligent fashion. In the event the moving party submits a request for a panel of arbitrators in accordance with the foregoing provisions and the Federal Mediation and Conciliation Service fails to provide such a list within twenty-one (21) days from the date of the request, the parties may mutually select an Arbitrator. If they are unable to agree upon an Arbitrator within three (3) working days, the moving party may contact the American Arbitration Association for an alternate panel of arbitrators.

- 15.3.3 The cost of the Arbitrator shall be borne equally by both parties.
- 15.3.4 The Labor Relations Committee and the Arbitrator shall have no power to add to, subtract from, change, or modify any provisions of this Agreement, but shall be authorized only to interpret existing provisions of this agreement as they apply to the specific facts of the issue in dispute. The decision of the Arbitrator shall be final and binding on all parties provided, either party may have the award reconsidered by the Arbitrator to account for delay of the process by any party to the proceedings.
- 15.4 Except as provided in 15.1, grievances shall not be recognized unless presented in writing within sixty (60) days from the date of the occurrence causing the complaint or grievance, except in cases where report of the grievance has been suppressed through coercion by PCC or suffering staff to work off the clock.
- 15.4.1 In the event the claim is one for additional wages, any such claim shall be limited to wages, if any, accruing within the sixty (60) day period immediately preceding the date upon which grievance was filed in writing.
- 15.4.2 Where there is an automatic wage bracket adjustment (failure to progress the staff person in classification in accordance with the hours worked formula of Appendix "A") due under the terms of Appendix "A", the period of adjustment shall be one (1) year from the date of grievance was filed in writing.
- 15.5 It is understood that any of the foregoing time limits may be waived by mutual agreement.
- 15.6 PCC and the Union shall make pertinent data necessary for the examination of all circumstances surrounding a grievance available to each other. The arbitrator shall be empowered to effect compliance with this provision by requiring the production of documents and other evidence.

## **ARTICLE 16 - GENERAL CONDITIONS**

- 16.1 PCC shall not permit demonstrators, salespeople or other employees of a supplier to perform work of staff. Demonstrators assigned to a store by a supplier shall confine themselves to the particular items being demonstrated and wear clothing or carry some badge identifying them with the product or firm for which the demonstration is made.
- 16.1.1 It is the intent of this contract to protect against erosion of bargaining unit work. Therefore, with the exception of the merchandising of soft drink, beer, wine and ale products and vendors performing work within PCC as of the date of signing of this Agreement in regards to cards, bread products, refrigerated fresh juice products, and ice cream products, future vendors performing work within PCC will be limited to those in direct competition with current vendors as specified in this section. PROVIDED, HOWEVER, no staff employed on the date of the 2001 ratification and who continue in employment shall have their hours reduced as a result of the addition of the merchandising of soft drink, beer, wine and ale products to this section or the addition of Memorandum of Understanding #1 to this Agreement.
- 16.1.2 The parties acknowledge the limited operations of PCC and agree there shall be no violation of the Local 21 Grocery CBA if members of UFCW 21 Meat CBA are used by PCC to supplement for extra work or replace due to absence of any type persons working in the classification of clerks when such work by members of UFCW 21 Meat CBA is an intermittent, temporary, or emergency basis. Likewise, PCC agrees to attempt to provide to clerks covered by the Grocery CBA hours in the Meat Department on a similar basis. This section shall not deprive UFCW 21 members covered by this Grocery CBA of desired hours under this CBA by seniority.

- 16.2 All gowns, aprons, and uniforms required by PCC shall be furnished and kept in repair by PCC and, except where the garments are of drip-dry materials, PCC shall pay in full for laundering of same. PCC has established a policy of grooming and clothing standards.
- 16.3 In the event any staff person covered by this Agreement shall be called or conscripted for the Army, Navy, Marine Corps, or other branch of the United States Military Service, he/she shall retain, consistent with his/her physical and mental abilities, all seniority rights hereunder for the period of this Agreement or any renewal or extension thereof, provided application for re-employment is made within ninety (90) days after being honorably discharged from such military service, current law to govern at time of application.
- 16.3.1 Individuals who resist conscription into the United States Military Service on grounds of conscientious objection shall also retain these same seniority rights.
- 16.4 PCC Union members will be able to meet in PCC facilities to discuss Union - related issues as long as it does not disrupt business or other scheduled PCC activities.
- 16.5 The Union may issue a Union Store Card and/or Window decals to PCC. Such Union Store Cards and decals are and shall remain the property of the United Food and Commercial Worker's International Union, and PCC agrees to surrender said Union Store Cards and/or decals to an authorized representative of the Union on demand.
- 16.5.1 PCC shall display such Union Store Cards and/or decals in conspicuous areas accessible to the public in each establishment covered by this agreement.
- 16.6 PCC shall furnish to the Union on request, a copy of the payroll records of all bargaining unit staff.
- 16.7 If any staff person is required to travel from one place to another during the course of the performance of the day's work, said staff person shall be compensated for such time and for any legitimate expenses incurred. Such staff persons shall be reimbursed for public transportation expense if used, or be granted mileage allowance at the current IRS rate per mile, if the staff person provides the vehicle to be used.
- 16.8 Where the masculine or feminine gender has been used in any job classification or in any provision of this Agreement, it is not used to designate the sex of the staff person eligible for the position or the benefits of any other provision.

#### **ARTICLE 17 - SEPARABILITY**

- 17.1 It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses and phrases of this Agreement are separable and if any phrase, clause, sentence, paragraph or section of this Agreement shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction because of the conflict with any Federal or Washington State Law, such invalidity shall not affect any of this Agreement and the balance of this Agreement shall continue in full force and effect.
- 17.2 The parties hereto agree that substitute provisions conforming to such judgment and decree shall be incorporated into this agreement.

#### **ARTICLE 18 - NO FREE TIME**

- 18.1 PCC shall be responsible for payment for all hours worked, and a staff person shall only work those hours specifically authorized by the SD or their representative.

#### **ARTICLE 19 - STORE CLOSURES**

- 19.1 The PCC BOT shall give the PCC staff and the Union not less than 30 days prior written notice to closing of any PCC store.

## **ARTICLE 20 - DEMOCRATIC MANAGEMENT STRUCTURE**

20.1 Staff and consumer/owners have both made a considerable investment in PCC and have a stake in the continuation of the business. Both parties have a legitimate role in influencing the way PCC is managed and operated.

### 20.2 STAFF ON BOARD OF TRUSTEES (BOT)

- A. Up to two staff persons may serve as permanent voting members of the PCC Board of Trustees. The election process and the rights of the representatives shall be governed by PCC by-laws.
- B. Staff representatives on the BOT are a key point for communicating a staff perspective to the CEO (CEO). Staff BOT members have the right to discuss staff and Union perspectives in BOT meetings but they will vote in the best interest of PCC.
- C. Staff BOT members will not be barred from any committee dealing with hiring, evaluation, hearing grievances against the CEO, or any other BOT committee because they are staff persons.
- D. Staff Board members will not vote on provisions of this contract pertaining to wages and employee benefits because those board members could be interpreted as having a pecuniary interest or a conflict of interest.

### 20.3 MANAGEMENT CLAUSE

In the best interest of PCC, the CEO has the authority to direct the staff to implement new ideas or changes in operations. PCC confirms its goal of preserving the cooperative and participatory nature of PCC management through its polices and Internal Grievance Procedure.

### 20.4 MANAGEMENT STRUCTURE

20.4.1 The CEO will be hired by the BOT If feasible, opportunities for staff members to interview and give BOT members feedback on CEO candidates will be developed.

#### 20.4.2 STORE DIRECTOR (SD) HIRING

Store Directors are hired by the CEO or designee in keeping with PCC Hiring Practices.

### 20.5 AVAILABILITY OF MANAGEMENT LEVEL INFORMATION

Staff shall have access to management information as authorized by the Board of Trustees. Denial of information under article 20.5 is subject to Article 15.

### 20.6 DEVELOPMENT AND TRAINING PROGRAMS

- A. PCC will work toward increasing skills and knowledge of staff in areas related to their jobs and the organization.
- B. PCC supports providing opportunities for internal candidates in accordance with PCC policies and guidelines.
- C. PCC believes cross training is a valuable development tool for staff and will provide opportunities for such subject to budgetary constraints and business needs.

### 20.7 PETITIONS AND CONTRACTUALLY MANDATED ELECTIONS

All contractually mandated petitions and elections shall be conducted with the participation or approval of the representatives of U.F.C.W. Local 21.

**ARTICLE 21 - WORKING RELATIONSHIP**

21.1 In the spirit of cooperation and the desire to develop a unique working relationship between management and labor, it is understood and agreed that the grievance and arbitration procedures of this agreement are the sole and exclusive means for settling any dispute relating to the application of this agreement

**ARTICLE 22 - NO STRIKE, NO LOCK-OUT**

22.1 During the life of this agreement, the Union agrees not to engage in any strike or stoppage of work and the employer agrees not to engage in any lockout.

22.2 It shall not be a cause for discharge or discipline and it shall not be a violation of this agreement for an employee to 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 Local 21.

**ARTICLE 23 - DURATION OF AGREEMENT**

23.1 This Agreement shall be in full force and effect from the date of the last signer below through December 31, ~~2019~~, at which time it shall be automatically renewed for a period of one (1) year from said date, and thereafter for each year upon each anniversary of said date without further notice; provided, however, that either party may open this Agreement for the purpose of discussing a revision within sixty (60) days prior to said expiration date of each anniversary thereof upon written notice being served upon either party by the other. Both parties agree if a successor contract has not been settled by December 31, ~~2019~~ to automatically extend this agreement until one party shall serve on the other a fourteen (14) day (336 hours) notice to terminate the agreement.

IN WITNESS, WHEREOF, we attach our signature.

Puget Consumers Co-op  
d/b/a/ **PCC COMMUNITY MARKETS**

**UFCW LOCAL 21**

By \_\_\_\_\_  
Brad Brown, Interim CEO

By \_\_\_\_\_  
Faye Guenther - President ~~Fedd~~

Date: \_\_\_\_\_

By \_\_\_\_\_  
Sean Embly, Negotiator.

Date: \_\_\_\_\_

**APPENDIX "A"**

**A.1 SALARY SCHEDULE**

**A.1.1 PAY FOR RESPONSIBILITY (Minimums)**

A.1.1.1 Group A - Department coordinators will be paid not less than \$ \$4.00 over journey scale.

Group A (1 per Store): Grocery Coordinator, Produce Coordinator, HBC Coordinator, Cashier Coordinator. There is up to 1 of each of the above per store, Full Time PICs. Vacant or needed positions shall be filled per current process.

A.1.1.2 Group B will be paid not less than the Journey scale. Upon ratification Group B will be paid not less than \$1.00 over the Journey scale. Effective January 1, 2012 the \$1.00 shall become \$2.00. Effective January 1, 2013 the \$2.00 shall become \$3.00.

Group B (UP TO 1 per Store): Grocery Lead, Produce Lead, Deli Lead, Deli Production Specialist, Dairy Buyer, Beer and Wine Specialist, Receiver, POS Administrator, Cheese Specialist, There is up to one of the above in stores. Positions shall be added per current procedures. The number of positions shall be determined by business needs where some stores may have none in some of the listed positions and others stores may have more than one person assigned to a position listed above.

A.1.1.3 PIC - PIC Part-time (Group B pay for the Shift as PIC on the schedule, full shift)

A.1.1.4 Persons designated into one of the above positions (Group A, Group B or PIC Fulltime) who are absent may have an alternate assigned by the SD based on the store needs and the length of known absence of the person holding the position.

A.1.1.5 This Section A.1.1 does not preclude PCC from allocating additional pay for responsibility to other positions within the above pay scale

A.1.1.6 Clerk Wage Rates (Effective the 1<sup>st</sup> full pay period following January 1 of each year)

<b>Seniority</b>	<b>Current</b>	<b>1/12017</b>	<b>1/1/2018</b>	<b>1/1/2019</b>
10400	19.70	20.10	20.40	20.70
9360	16.70	17.00	17.00	17.00
8320	16.20	16.50	16.50	16.50
7280	15.70	16.25	16.25	16.25
6240	15.20	16.00	16.00	16.00
5200	14.70	15.50	15.50	15.50
4160	14.20	15.25	15.25	15.25
3120	13.90	15.00	15.00	15.00
2080	13.70	14.60	14.60	14.60
1040	13.35	14.30	14.30	14.30
0	13.00	14.00	14.00	14.00

**Inside Seattle**

<b>Seniority</b>	<b>Current</b>	<b>1/12020</b>
<u>10400</u>	<u>20.70</u>	<u>21.30</u>
<u>9360</u>	<u>17.00</u>	<u>20.25</u>
<u>8320</u>	<u>16.50</u>	<u>19.50</u>
<u>7280</u>	<u>16.39</u>	<u>18.85</u>



<u>6240</u>	<u>16.39</u>	<u>18.35</u>
<u>5200</u>	<u>16.39</u>	<u>17.85</u>
<u>4160</u>	<u>16.39</u>	<u>17.35</u>
<u>3120</u>	<u>16.39</u>	<u>17.10</u>
<u>2080</u>	<u>16.39</u>	<u>16.90</u>
<u>1040</u>	<u>16.39</u>	<u>16.65</u>
<u>0</u>	<u>16.39</u>	<u>16.50</u>

**Outside Seattle**

<b><u>Seniority</u></b>	<b><u>Current</u></b>	<b><u>1/12020</u></b>
<u>10400</u>	<u>20.70</u>	<u>21.30</u>
<u>9360</u>	<u>17.00</u>	<u>20.25</u>
<u>8320</u>	<u>16.50</u>	<u>19.50</u>
<u>7280</u>	<u>16.25</u>	<u>18.75</u>
<u>6240</u>	<u>16.00</u>	<u>18.00</u>
<u>5200</u>	<u>15.50</u>	<u>17.25</u>
<u>4160</u>	<u>15.25</u>	<u>16.50</u>
<u>3120</u>	<u>15.00</u>	<u>16.00</u>
<u>2080</u>	<u>14.60</u>	<u>15.50</u>
<u>1040</u>	<u>14.30</u>	<u>15.00</u>
<u>0</u>	<u>14.00</u>	<u>14.50</u>

A.1.2 Helper Clerks, Deli Helper Clerk, and Courtesy Clerk Wages:

<b><u>Seniority</u></b>	<b><u>Current</u></b>	<b><u>1/12017</u></b>	<b><u>1/1/2018</u></b>	<b><u>1/1/2019</u></b>
<u>10400</u>	<u>14.00</u>	<u>16.00</u>	<u>16.00</u>	<u>16.00</u>
<u>9360</u>	<u>14.00</u>	<u>15.75</u>	<u>15.75</u>	<u>15.75</u>
<u>8320</u>	<u>14.00</u>	<u>15.50</u>	<u>15.50</u>	<u>15.50</u>
<u>7280</u>	<u>14.00</u>	<u>15.25</u>	<u>15.25</u>	<u>15.25</u>
<u>6240</u>	<u>14.00</u>	<u>15.00</u>	<u>15.00</u>	<u>15.00</u>
<u>5200</u>	<u>13.50</u>	<u>14.75</u>	<u>14.75</u>	<u>14.75</u>
<u>4160</u>	<u>13.00</u>	<u>14.50</u>	<u>14.50</u>	<u>14.50</u>
<u>3120</u>	<u>12.50</u>	<u>14.25</u>	<u>14.25</u>	<u>14.25</u>
<u>2080</u>	<u>12.50</u>	<u>14.00</u>	<u>14.00</u>	<u>14.00</u>
<u>1040</u>	<u>12.50</u>	<u>13.75</u>	<u>13.75</u>	<u>13.75</u>
<u>0</u>	<u>12.50</u>	<u>13.50</u>	<u>13.50</u>	<u>13.50</u>
<b><u>Courtesy Clerk</u></b>				
<u>2080</u>		<u>13.00</u>	<u>13.00</u>	<u>13.00</u>
<u>0</u>	<u>12.50</u>	<u>12.50</u>	<u>12.50</u>	<u>12.50</u>

**Inside Seattle**

<b><u>Seniority</u></b>	<b><u>Current</u></b>	<b><u>1/12020</u></b>
<u>10400</u>	<u>16.39</u>	<u>17.00</u>
<u>9360</u>	<u>16.39</u>	<u>17.00</u>
<u>8320</u>	<u>16.39</u>	<u>17.00</u>

<u>7280</u>	<u>16.39</u>	<u>17.00</u>
<u>6240</u>	<u>16.39</u>	<u>17.00</u>
<u>5200</u>	<u>16.39</u>	<u>17.00</u>
<u>4160</u>	<u>16.39</u>	<u>16.70</u>
<u>3120</u>	<u>16.39</u>	<u>16.70</u>
<u>2080</u>	<u>16.39</u>	<u>16.70</u>
<u>1040</u>	<u>16.39</u>	<u>16.50</u>
<u>0</u>	<u>16.39</u>	<u>16.50</u>
<b><u>Courtesy Clerk</u></b>		
<u>6240</u>		<u>16.65</u>
<u>5200</u>		<u>16.65</u>
<u>4160</u>		<u>16.50</u>
<u>3120</u>		<u>16.50</u>
<u>2080</u>	<u>16.39</u>	<u>16.50</u>
<u>0</u>	<u>16.39</u>	<u>16.50</u>

**Outside Seattle**

<b><u>Seniority</u></b>	<b><u>Current</u></b>	<b><u>1/12020</u></b>
<u>10400</u>	<u>16.00</u>	<u>16.60</u>
<u>9360</u>	<u>15.75</u>	<u>16.50</u>
<u>8320</u>	<u>15.50</u>	<u>16.50</u>
<u>7280</u>	<u>15.25</u>	<u>16.50</u>
<u>6240</u>	<u>15.00</u>	<u>16.25</u>
<u>5200</u>	<u>14.75</u>	<u>16.00</u>
<u>4160</u>	<u>14.50</u>	<u>15.50</u>
<u>3120</u>	<u>14.25</u>	<u>15.00</u>
<u>2080</u>	<u>14.00</u>	<u>14.50</u>
<u>1040</u>	<u>13.75</u>	<u>14.25</u>
<u>0</u>	<u>13.50</u>	<u>14.00</u>
<b><u>Courtesy Clerk</u></b>		
<u>6240</u>		<u>14.50</u>
<u>5200</u>		<u>14.00</u>
<u>4160</u>		<u>14.00</u>
<u>3120</u>		<u>14.00</u>
<u>2080</u>	<u>13.50</u>	<u>13.60</u>
<u>0</u>	<u>13.50</u>	<u>13.60</u>

A.1.2.1 Each store shall be allotted up to 20% of the total bargaining unit hours per week, excluding the deli department, to be used in the Helper Clerk classification. Helper Clerks may perform all the duties in the store except checking and ordering. Helper Clerk hours shall not infringe upon the seniority rights of staff hired on or prior to the ratification of the 1995 agreement. In stores with Amazon shoppers, should the helper clerk percentage reach 20% for 3 consecutive paid periods, that store shall have the ability to increase the helper clerk rate to 25%. Should the store discontinue the Amazon program, the helper clerk percentage will revert to 20%.

A.1.2.2 Each Deli Department shall be allotted up to 50% (fifty percent) of the total deli hours per week to be used in the Deli-Helper Clerk classification. Deli-Helper Clerks must be supervised and cannot work outside of the Deli Department except as a Helper Clerk. Deli-Helper Clerk hours shall not infringe upon the seniority rights of staff. The additional 10% added to Deli-Helper Clerks shall not

infringe upon the seniority rights of Deli staff employed upon the date of implementing a percentage above 50%.

A.1.2.3 Should Helper Clerk or Deli-Helper Clerk hours exceed the percentages allotted for any store or should work be performed outside Helper Clerk or Deli-Helper Clerk classifications during a pay period, a \$1.00 per hour premium shall be paid on all Helper Clerk or Deli-Helper Clerk hours at that store for the pay period.

A.1.2.4 Upon promotion, a Helper Clerk or a Deli-Helper Clerk shall be credited with up to 50% of all hours worked up to a maximum of 2080 hours toward the Appendix “A” schedule, provided, however, no promoted employee shall receive an increase upon promotion which is less than 5% from their then current rate.

A.1.3 In addition to staff classified into the regular wage table and the Helper Clerk and Deli-Helper Clerk classifications, there shall also be a Courtesy Clerk classification. Courtesy Clerk hourly rates are specified in the Salary Schedule in A.1 above. Each store may hire Courtesy Clerks as needed, but their work shall be limited to the following duties only:

- a. Bag or box the merchandise after it has been checked out and take it to the customer’s vehicle.
- b. Cleanup in and around the store so long as the cleanup does not result in the handling of any merchandise, except in the event of spillage, and in that event merchandise may be moved in conjunction with the cleanup.
- c. Collect and line up shopping carts and return them to the store from the parking lot.
- d. Stock the bags bulk sales containers, and supplies throughout the store.
- e. Collect bottles, take them to the designated area, and sort them.
- f. Change the reader board.
- g. Return merchandise from the check stand area to its display area.
- h. Verify prices.
- i. Pull cardboard.
- j. Water plants and flowers.
- k. Cover produce and frozen food cases.
- l. Parking lot attendant (with appropriate safety equipment and training).
- m. Moving product for cleaning.
- n. Shopping for customers.
- o. Operating the baler if over 18.

A.1.3.1 When notified of Courtesy Clerk(s) working outside their classification, PCC will pay Helper Clerk wages to the affected staff person for that week.

**A.2 2017 EMPLOYEE PREMIUM CONTRIBUTIONS**

<b>Minimum Weekly Hours</b>	<b>EE/EE Ch</b>	<b>Spouse/DP**</b>
28	\$50.00	\$50.00
30	\$37.50	\$37.50
32	\$25.00	\$25.00

\*\* Monthly Premium for Spouses/DPs with access to coverage elsewhere \$200.00. Adult children (per regs) with coverage from their Employer, \$200.00 per month each.

### A.3 DEFINITION OF TERMS USED IN THIS AGREEMENT

- A.3.1 FULL TIME STAFF - are staff who work between 32 and 40 hours per week for more than two (2) consecutive weeks unless on vacation or authorized leave.
- A.3.2 PART TIME STAFF - Staff who are not full time.
- A.3.3 STORE OPERATIONS COMMITTEE (SOC) - the group comprised of department coordinators, ASD's and SD of each store, which direct the internal operations of the store in conjunction with the SD. SOC meetings may include ex officio staff (without vote) and are open to all staff during the open portion of the meeting.
- A.3.4 STORE DIRECTOR (SD) - is the individual who oversees and coordinates in conjunction with the Store Operations Committee the overall retail operations to ensure adherence to Co-op policies and procedures.
- A.3.5 RECALL - Resumption of employment without a break in seniority. A break in seniority is defined in 3.5.
- A.3.6 WORKWEEK - Sunday through Saturday.
- A.3.7 RETAIL GROCERY INDUSTRY - Stores with electronic cash registers, scanning registers, departments to include grocery, produce, frozen foods, HBC and meat with total store volume not less than \$7,500,000 or applicable PCC experience.
- A.3.8 NORMAL PAY - Average weekly pay based on hours worked for the 8 preceding weeks.
- A.3.9 DELI DEPARTMENT - In-store department responsible for food preparation including but not limited to the cooking, baking, and serving of food products.

### A.4 MINIMUMS

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

### A.5 LEGISLATED CHANGES

The Parties acknowledge their obligation to bargain over the effects of any unforeseen events during the life of this agreement.

**APPENDIX “B” ADDITIONAL AGREEMENTS**

In addition to the forgoing terms of Agreement PCC and the Union have agreed to during negotiations as follows:

**B.1 PLAN PROVIDERS**

B.1.1 The parties agree that contracts issued by Program Providers are a part of the “terms and conditions” of staff employment and are enforceable by the Union through Article 15 of this agreement.

B.1.2 After ratification of this agreement, or when signed by the provider whichever occurs last, PCC will provide a copy of the signed contracts between PCC and the provider to the Union upon request.

**B.2 DELI-HELPER CLERKS CASHIERING**

Deli-Helper Clerks (DHC) covered by this Agreement may perform incidental checking within the Deli departments (including Juice/Esspresso Bars) for items from the Deli Department and such incidental products (e.g. candy bar, luncheon snack) as a customer may bring to a Deli register in conjunction with a Deli purchase. DHC’s may not check out baskets of items from other (non-Deli) departments and may not check at any time outside the Deli Department. {Note: PCC has agreed to review with the Union the duties of DHC}

**B.3 EMPLOYEES WHOSE HOURS ARE LIMITED BY LAW**

When PCC cannot lawfully offer 4 hours of work to minor employees whose hours are limited by State Law, Section 5.6.4 shall be amended for such employee such that PCC does not incur a liability when it complies with the limit on hours in the State Law.

**B.4 HEALTH CARE PLANS**

Beginning with January 2018, PCC will offer two Plans, one is called our Base Plan and one is called a Buy Up.

<b>Medical/ Vision/Rx Plan - 2018 and 2019 Health Care Plans</b>		
<b>Medical Network Benefit Outline</b>	<b>Base</b>	<b>Buy-up</b>
Deductible (In/Out)	\$250/\$500 (2x fam)	\$150/\$300 (2x fam)
OOP Max incl. Deductible (In/Out)	\$1,000/\$2,000 (2x fam)	\$650/\$1,300 (2x fam)
Copays Apply to OOP Max?	Yes	Yes
Coinsurance (In/Out)	85/50%	85/60%
Office Visit	\$25 copay (dw)	\$20 copay (dw)
Prescription Drug Copay	\$10/\$20/\$40	\$10/\$20/\$40
Chiropractic / Spinal Manip.	\$25 copay (dw), 20 visits	\$20 copay (dw), 20 visits
Acupuncture	\$25 copay (dw), no limit	\$20 copay (dw), no limit
Naturopathic Services	\$25 copay (dw), no limit	\$20 copay (dw), no limit
Vision Exam	\$25 copay (dw)/12 mos	\$20 copay (dw)/12 mos
Vision Hardware Allowance	\$200/12 mos	\$200/12 mos
<b>Monthly Ee Contributions</b>	<b>Wellness</b>	<b>Wellness</b>
Employee	25.00	30.00
Employee + Spouse	55.00	60.00
Employee + Child(ren)	35.00	45.00
Employee + Spouse & Child(ren)	60.00	70.00

<b>Monthly Ee Contributions</b>	<b>Non-Wellness</b>	<b>Non-Wellness</b>
Employee	40.00	55.00
Employee + Spouse	90.00	105.00
Employee + Child(ren)	70.00	85.00
Employee + Spouse & Child(ren)	115.00	130.00
Spousal Surcharge for Spouse with access to coverage elsewhere	250.00	250.00

## MEMORANDUM OF UNDERSTANDING #1

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### 1. MANUFACTURER'S REPRESENTATIVES, BOOK OR ADVANCE SALESPEOPLE

"Manufacturer's Representatives" and "Book or Advance Salespeople" will be allowed to perform only the following functions in retail food stores covered by this Agreement:

- a. Take orders.
- b. Check code dates and, thereafter, return said merchandise to the shelf in a neat and orderly manner. Remove outdated merchandise from the shelf.
- c. Remove returnable merchandise from a central location in the storage area (backroom) of the store.
- d. Remove from shelves merchandise, which has been determined, by a manufacturer, processor, supplier, or distributor to be contaminated and which thereby presents a health hazard or which has been ordered removed by a Federal, State, or Municipal authority.
- e. Construct, assemble, or place mechanical, electric, or electronic displays.
- f. Build initial promotional displays at specifically designated locations, not to include normal shelf display, which may include merchandise for selection or pick-up by customers. If such displays require replenishment of merchandise because of customer pick-up, such merchandise replenishment shall be performed by employees covered by this Agreement.

This will not preclude the Employer from utilizing the services of individuals not covered by this Agreement, including, but not limited to "Book or Advance Salespeople," outside suppliers, employees, etc., to perform any necessary work in the store in conjunction with the opening of a new store, remodeling or extensive re-merchandising of an existing store (or part thereof).

### 2. DRIVER-SALESPEOPLE

Driver-Salespeople may perform any work that is necessary to merchandise the merchandise that their Company supplies a store with, including but not limited to ordering, stocking, pricing, rotating of such merchandise, building of displays, etc., at the time of their delivery of such merchandise.

Driver-Salespeople will not be permitted to make call-backs for the purpose of merchandising food merchandise that has been stored in the store.

The above understanding and clarifications will not alter in any respect the Industry's prevailing practices with respect to the merchandising of soft drink, beer, and ale products.

The forgoing additional Agreements shall be a part of the Agreement as if contained therein.

## LETTER OF UNDERSTANDING #1

by and between  
Puget Consumers Co-op

and

United Food and Commercial Workers Union Local No. 21

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This letter is to confirm that the parties agree that the provisions of this Labor Agreement exceed the intent and requirements of the City of Seattle Secure Scheduling Ordinance Chapter 14.22.145. The parties have, pursuant to 14.22.145, entered into this Letter of Understanding as an agreed alternative structure for secure scheduling.

In consideration for the above, upon execution of this LOU (or as soon as practicable), PCC shall begin 14 day schedules.

Further, the parties shall meet and discuss the features of the scheduling system regularly beginning no later than 20 days after ratification. It is PCC's intent to continue to honor single store seniority and take individual employee's scheduling preferences into consideration. By January 1, 2018 the scheduling system shall include:

- Availability – Employees will set their availability in the system making clear when they can work and wish to work. Availability can be changed frequently (in advance of the drafting of the next posted schedule).
- Scheduling Memo – Employees can add a Scheduling memo note in the system .
- Seniority shall be the deciding factor in scheduling when multiple staff are available for the same shift (provided qualifications and abilities are equal).
- The system records a "digital trail" of all requests.

If by January 1, 2018 the scheduling system is unable to provide the above features, the parties may mutually agree to extend the timeline set forth in this agreement to continue to develop a system that provides these features. Absent a mutually agreed upon extension, the City of Seattle Secure Scheduling Ordinance Chapter 14.22.145 shall become effective.



## **LETTER OF UNDERSTANDING #2**

### **Deli Coordinator Exemption**

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PCC agrees that on a one- time basis following ratification of this agreement, current Deli Coordinators can decide whether or not to remain in the bargaining unit. PCC and the Union will each have an opportunity to meet with current Deli Coordinators. All future deli coordinators shall be exempt from the bargaining unit.