

Agreement by and between **UFCW 3000** and **Puget Sound Labor Agency**

Effective: 11/6/2022 - 11/5/2026

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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COLLECTIVE BARGAINING AGREEMENT

By and Between

PUGET SOUND LABOR AGENCY, AFL-CIO

and

UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 3000

THIS AGREEMENT is made and entered into at Seattle, Washington , by and between PUGET SOUND LABOR AGENCY, AFL-CIO hereinafter referred to as the EMPLOYER, and UNITED FOOD and COMMERCIAL WORKERS UNION LOCAL #3000, hereinafter referred to as the UNION, for the purpose of fixing the minimum wage scale, schedule of hours, and general rules and regulations between the EMPLOYER and the UNION, and to clearly define mutual obligations between the parties hereto.

PREAMBLE

WHEREAS, the parties hereto desire to cooperate in establishing conditions which will tend to secure to the employees concerned a living wage and fair and reasonable conditions of employment, and to provide methods for fair and peaceful adjustment of all disputes which may arise between them, so as to secure uninterrupted operation of the office involved.

NOW THEREFORE, be it mutually agreed to as follows:

ARTICLE 1 - RECOGNITION OF THE UNION

- 1.1 The Employer agrees to recognize and hereby does recognize the Union as the sole and exclusive collective bargaining agent with respect to rates of pay, hours and all other terms and conditions of employment for the appropriate bargaining unit herein established and described as follows: All hired assistants, liaisons, representatives and staff assistants.

ARTICLE 2 - UNION SECURITY

- 2.1 The Employer agrees that all employees covered under this Agreement shall, as a condition of employment, thirty-one (31) days from the effective date of the Agreement, become and remain members of the Union in good standing.
- 2.2 The Employer further agrees that all new employees hired subsequent to the effective date of this Agreement shall, as a condition of employment, thirty-one (31) days from the date of employment become and remain members of the Union in good standing.

Upon receipt of a letter requesting termination of an employee who has not complied with this article of the Agreement, the Employer shall (on the same date, if the employee is working on that date) immediately notify such employee that if he/she has not complied

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with the Union membership requirements of Article 2.1 of the Agreement within fourteen days from the date of written request for termination, their employment shall automatically be terminated.

2.3 The Employer shall notify all employees on their first day of employment of their responsibility to contact the Local to satisfy their union obligation. Temporary and on-call employees shall pay work permit fees in lieu of Initiation Fees up to ninety (90) days (455 hours for on-call employees), when full Initiation Fees are due, in accordance with Local 3000's Bylaws.

2.4 No present employee, who, prior to the date of this Agreement was receiving more than the rate of wages or vacation designated in this Agreement for the class of work in which the employee was engaged, shall suffer a reduction in the rate of wages or vacations from the application of this Agreement.

2.5 **Political Action voluntary Check-Off**

The Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution authorization form. The amount deducted and a roster of each employee authorizing assignment of wages will be transmitted to the Union. The Union and each employee authorizing assignment of wages for payment of the voluntary political action contributions hereby undertakes to indemnify and hold harmless from all claims, demands, suits and other liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

2.6 **Dues/Initiation Fees:**

During the term of this Agreement, the Employer shall deduct all Union 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 the Employer, 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 the Employer 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, the Employers responsibility shall cease with respect to such deductions.

The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that shall arise against the Employer for or on account of any deduction made from the wage of such employee.

2.7 **Master Lists/Status Reports:**

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

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name, address, phone number, job classification, department, date of hire, social security number, wage rate, work location (if applicable), company employee id number, FTE status, and gross income for the previous quarter. Each quarter the Employer will also include an electronic list of new hires and a list of all employees who have terminated their employment during the quarter.

ARTICLE 3 - UNION BUSINESS

- 3.1 The Business Representative shall be allowed admission to the Employer's premises covered by this Agreement at any reasonable time, for the purpose of investigating conditions relating to this Agreement, and the Business Representative will first make his/her presence known to the Employer.
- 3.2 The Employer shall recognize the Shop Steward who shows authority from the Union as a duly accredited Union representative who, upon notifying their designated Supervisor or Officer, may investigate all complaints.

ARTICLE 4 - HIRING AND TERMINATION

- 4.1 In employing new workers or replacing workers, the Employer must place an order with the Union stating what the work will consist of, so the Union will be able to furnish the most competent help available.
- 4.2 It is agreed that the Employer will pay charges incidental to the hiring of employees which are incurred due to the requirement of the Employer as follows: Medical examinations and bonding. The Employer agrees not to use employment agencies where fees are required of the employee.
- 4.3 It is further agreed that the Employer has the final choice as to whom is hired and shall notify the Union within seventy-two (72) hours of hire of a new employee, Saturday, Sunday and holidays excepted. The Employer shall notify the Union in writing within seventy-two (72) hours after a new employee is put to work giving name, address, social security number, classification, rate of pay and the date the employee was put to work.
- 4.4 Regular full time and regular part time employees shall be hired on a probationary period for the first ninety (90) calendar days. Termination or discipline during this period will not be subject to review by the Union. A thirty-(30) day extension of the probationary period may be granted upon written request by the Employer to the Union.
- 4.5 No employee shall be disciplined or discharged except for just cause. Employees disciplined or discharged for just cause shall be entitled to utilize the Arbitration procedure (Article 16). An Employee may request the attendance of a Union Representative during an investigatory meeting which may lead to disciplinary action, provided such request does not delay the investigation. Employees shall be required to sign written disciplinary actions for the purpose of acknowledging receipt and will be given a copy of the written

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disciplinary action at time of signature. Employees will be given the opportunity to provide a written response to disciplinary actions to be included in the personnel file.

- 4.6(a) Notice of lay-off; or pay in lieu thereof by the Employer, unless discharged for just cause, shall be paid as follows:

Six (6) months to one (1) year:

One (1) week's notice or one (1) week's pay.

One (1) year to five (5) years:

Two (2) week's notice or two (2) week's pay.

Five (5) years or more:

Three (3) weeks notice or three (3) week's pay.

- 4.6(b) The Employer shall notify the Union in writing prior to implementing an employee layoff or reduction in hours.

- 4.7 PROMOTIONS; Promotions shall be made on the basis of seniority and qualifications. In the event two or more employees have the same relative qualifications, the employee with the greatest seniority shall be selected.

- 4.7(a) All employees so promoted to a higher position shall be placed on the higher rate of pay for a probationary period of thirty (30) days. In the event the employee does not successfully pass the probationary period, such employee shall be given his/her former position without any loss of seniority.

- 4.8 New Employee Orientation: The Employer will allow the Union Representative or Union Steward a thirty (30) minute meeting with new employees at the end of orientation. The meeting will be on the new employee's paid time.

ARTICLE 5 - SENIORITY

- 5.1 Seniority shall be calculated from the last date of hire. Seniority shall prevail in layoffs, reduction of hours, rehires, transfers, vacation preference, shift changes, promotions and work assignments; providing the senior employee has the qualifications for the position. Seniority during layoff, shall continue for a period of twelve (12) months. For rehire, the employee must contact the Employer's office once a month, advising the Employer of availability to work.

- 5.2 An employee shall lose their seniority rights for any one of the following reasons: Voluntary termination, discharge for cause, or failure to report from layoff within five (5) working days after notification to report back to work, unless otherwise agreed on by Employer and employee. Notice shall be sent by registered mail, return receipt requested, to the employee's last known address.

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5.3 The Employer, upon rehiring shall do so in the inverse order of seniority. The Employer shall rehire the last employee laid off; providing, however, that such employee has the qualifications for the position for which the Employer is rehiring. Under no circumstances shall the Employer hire from the open market while employees on the recall list, qualified to perform the duties of the position, are ready, willing and able to be re-employed. The last employee laid off from a job will be the first recalled to that job.

ARTICLE 6 - HOLIDAYS

6.1(a) The following days shall be designated as legal holidays and shall be granted with no deduction in salary, in accordance with the provisions of the Article:

- | | |
|-----------------------------|-----------------------------------|
| New Year's Day | Labor Day |
| Martin Luther King, Jr. Day | Thanksgiving Day |
| President's Day | Day after Thanksgiving |
| Memorial Day | Last working day before Christmas |
| Independence Day | Christmas Day |
| Juneteenth | |

- | | |
|--------------------------------------|---|
| One-half Day (1/2) on New Year's Eve | Two (2) Personal Days, mutually agreed upon between the Employer and the Employee |
|--------------------------------------|---|

and other holidays observed by the officers of the Employer, but not to exceed thirteen and one-half (13½) holidays in any one year.

6.1(b)

6.2 Employees working on a holiday recognized in this Agreement shall receive their normal work day pay in addition to overtime pay at the one and one-half (1½) time rate. Employees who attend and/or provide service at a charity function or function for the advancement of the labor community on Labor Day or in honor of Labor Day shall not receive overtime for such attendance.

6.3 If any of the aforementioned holidays fall on Saturday, the holiday will be the preceding Friday. If the holiday falls on Sunday, the following Monday shall be considered the holiday.

6.4 In the event a holiday honored under this Agreement falls during an employee's vacation, such employee shall receive an additional day's vacation or pay in lieu thereof.

6.5 A regular part time employee shall be paid for a holiday at the regular scale if the holiday falls within the employee's regularly scheduled time each week or month, and shall receive as holiday pay the amount normally paid.

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ARTICLE 7 - LEAVE

- 7.1(a) **SICK LEAVE:** Sick leave with pay shall be accrued on the basis of one day for each month of continuous service cumulative to sixty (60) working days. No sick leave shall be accredited to an employee until such employee has been in the employ of the Employer for a period of thirty (30) days.
- 7.1(b) Sick leave accrual shall be credited to an employee's Sick Leave Account.
- 7.1(c) Sick leave shall be approved by the Employer for the following purposes: Medical, dental, optical examination and/or treatment, and surgery, illness and convalescence. Each employee will be granted sick leave for the illness of dependent children, including stepchildren. Employees who must be absent shall promptly notify the Employer of their inability to report for work so that necessary adjustments in work assignments can be made to assure orderly continuity of the Employer's business. If the illness/injury exceeds five (5) working days or if abuse of sick leave is suspected, the Employer reserves the right to require a doctor's note or other comparable satisfactory proof of the employee's incapacity to work.
- 7.2 **BEREAVEMENT LEAVE:** Any regular employee suffering a death in the immediate family shall be allowed up to three (3) working days leave from work with pay, at the regular rate. Member of the immediate family is defined as: Father, Mother, Sister, Brother, Wife, Husband, Son, Daughter, Stepchildren, Spousal Equivalent, Grandparents, Mother-in Law or Father-in Law. Up to two (2) additional days may be allowed when needed.
- 7.3 **LEAVE OF ABSENCE:** Leaves of absence shall be granted subject to mutual agreement, in writing, between the Employer and the Employee.
- 7.4(a) **UNION LEAVE:** A leave of absence without pay shall be granted upon request of an employee on the active payroll in case he or she is appointed or selected to a full time Union position for the period of time necessary to fill such position. If the leave was granted to accept a full time position with the Union, reinstatement will be made to a job in their former pay grade which he or she is competent to perform, providing an appropriate job opening exists. The employee shall accumulate and increase their seniority.
- 7.4(b) **UNION/NON-PROFIT:** Leave without pay shall be granted upon request of an employee for Union business and Union or educational conferences and workshops. The continuous service and seniority status of an employee shall not be affected or interrupted as a result of leaves of absence described in this Article, provided that seniority shall not accrue during such.
- 7.5 **JURY DUTY LEAVE:** After the first calendar year of employment, employees who are regularly employed eighty (80) hours or more per month who are called for service on a Superior Court or Federal District Court jury shall be excused from work for the days on

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which they serve, and shall be paid the difference between the fee they receive for such service and the amount of straight time earnings lost by reason of such service, up to a limit of eight (8) hours per day and forty (40) hours per week; provided, however, an employee called for jury duty who is temporarily excused from attendance at court must report for work if sufficient time remains after such excuse to permit the employee to report to/or work at least one-half (1/2) of his/her normal workday. In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of jury duty pay received.

ARTICLE 8 - DEFINITIONS

- 8.1 A regular full time employee is an employee who has been in the employ of the Employer full time for the probationary period as provided for in Article 4, Section 4.4 and shall be entitled to full benefits under the terms of the Agreement accrued from the date of employment.
- 8.2 A regular part time employee is an employee who works less than the regular eight hour hour day and/or less than a five (5) day workweek and who has been employed for the probationary period as provided for in Article 4, Section 4.4. Part time employees shall be granted all fringe benefits except Health and Welfare on the same basis as a regular full time employee pro-rated to the number of hours worked per month.
- 8.3(a) Temporary/on-call employees are employees hired for a period of time, not to exceed sixty (60) calendar days or who work on an intermittent basis throughout the year to cover work load fluctuations, emergency situations or employee absences. The Employer shall notify the Union in writing of all employees who are temporarily hired or on call. The sixty-(60) day period can be extended in the event the temporary/on-call employee is hired to fill a temporary vacancy created because of leave of absence granted under Article 7, Section 7.3. The Employer shall notify the Union in writing if such positions are to be filled.
- 8.3(b) The Employer agrees that temporary/on-call employees shall not be hired for the purpose of displacing regular full time employees or avoiding filling full time or regular part time positions. Bargaining unit employees shall have first right of refusal of overtime work.
- 8.4 **EXEMPT STATUS:** An exempt permanent employee is one who is compensated at a set rate for their regularly scheduled time. Positions which are managerial, professional and administrative are generally exempt from overtime provisions of the Fair Labor Standards and Washington State Employment Standards Act. The Union shall maintain the right to bargain over the exempt status of any position in dispute.

ARTICLE 9 - HOURS OF WORK

- 9.1(a) The regular hours of work shall not exceed eight (8) hours in any one day to be worked within eight (8) hours on any work day, nor more than forty (40) hours in any one week.

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- 9.1(b) Flexible starting and ending hours may be arranged by mutual agreement of the Employer and employee upon written notification and with agreement of the Union. Either party may terminate the flex-time with two (2) weeks' notice and return to regular working hours.
- 9.1(c) Upon written request by an employee, the Employer may authorize an alternate work schedule outside the regular hours of work and workweek with written notification to the Union prior to implementation of the new schedule. When working an alternate schedule, all authorized work performed in excess of the alternate scheduled workday or forty (40) hours per week shall be paid at the applicable overtime rate described in Section 10.1 (d). Either party may terminate the alternate work schedule with two (2) weeks' notice and return to regular working hours.
- 9.1(d) An hourly permanent employee is compensated for the number of hours worked. They shall be paid straight time up to forty (40) hours a week. For hours in excess of forty (40) hours per week they shall be paid at one and one-half (1½) times the hours worked or if they request, compensatory time, it shall be earned at the rate of one and one-half (1½) times the hours worked. Exempt employees do not earn overtime for exceeding their schedule.
- 9.2 The Employer may implement a four (4) consecutive day workweek, Monday through Thursday or Tuesday through Friday inclusive, upon notification to the Union and upon agreement of the Union and bargaining unit member(s). The regular hours of work for a four (4) day workweek shall not exceed eight and three-fourths (8¾) hours in any one day to be worked within nine and three-fourths (9¾) consecutive hours between 8:00 a.m. and 6:00 p.m.; not more than forty (40) hours in any one week.
- 9.3 The established lunch period shall not exceed one hour. In cases of emergency, it may be shortened, but not to less than one-half hour's duration. Lunch periods shall not be compensable. Employees will not be required to take their lunch period until at least three hours after starting work, nor later than three hours before quitting time.
- 9.4 Daily relief periods of fifteen (15) minutes each shall be allowed morning and afternoon for all employees covered by this Agreement. Relief periods are compensable.

ARTICLE 10 - VACATIONS

10.1 Vacation with pay shall be granted on the following basis:

<u>Length of Employment</u>	<u>Vacation**</u>
6 months	5 days*
1 year but less than 3 years	10 days
3 years but less than 8 years	15 days
8 years but less than to 13 years	17 days
13 years but less than to 15 years	20 days
15 years but less than 20 years	23 days

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20 years but less than 25 years	24 days
25 years or more years	25 days

*This shall not be construed to mean three (3) weeks of vacation during the first year

- 10.2 Where employees with more than one (1) year of service are terminated, they shall be entitled to pro-rated vacation for the number of months worked for vacation which has been earned but not paid for, based upon the above schedule.
- 10.3 Vacations shall be taken at a time mutually agreeable to the Employer and the employee. The Employer shall make available the vacation schedule by April 1st of each year and shall make vacation time available at reasonable times every year. The Employer shall act on vacation requests within five (5) working days of the request.
- 10.4 Senior employees shall be given preference in the selection of vacation periods. An employee who splits their vacation may exercise seniority rights for the initial vacation period; however, subsequent selection shall be made after all employees have made their initial selection.
- 10.5 Vacation pay shall be paid in advance, whenever possible, of the employee's vacation if requested by the employee.
- 10.6 Employees will be allowed to carry over fifty percent (50%) of earned vacation time to the first (1st) six (6) months of the following year.
- 10.7 At any time after their anniversary day of eligibility, employees with more than ten (10) years of service may take straight-time pay not to exceed the equivalent of one week's pay in lieu of their vacation by mutual agreement between the employer and the employee.

ARTICLE 11 - HEALTH AND WELFARE/DENTAL

11.1 Each Employer and the Union agrees to be bound by the terms and provisions of that certain Trust Agreement creating the Sound Health & Wellness Trust, initially executed June 18, 1957, and all subsequent revisions or amendments thereto, including the revision of January 25, 1990 and by all policies and other conditions of participation and eligibility, which may be established from time to time by the Plan Document, the Trusts' Rules and Regulations, the Summary Plan Description, and other pertinent procedures, practices, and Trustee actions. Each Employer accepts as his representatives for the purpose of this Trust Fund, the Employer Trustees serving on the Board of Trustees of said Trust Fund and their duly appointed successors.

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

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11.2 The Employers party to this Agreement shall continue to pay on a per compensable hour basis (maximum of one hundred and seventy-three (173) hours per calendar month per employee) into the Sound Health & Wellness Trust for the purpose of providing the employees with hospital, medical, surgical, vision, group life, accidental death and dismemberment, weekly indemnity benefits and dental benefits in accordance with the contribution rates and related provisions established by the separate Health and Welfare Agreement between Allied Employers, Inc., and various Local Unions dated April 1, 1977 and as subsequently amended, including the revision dated May 5, 2013 and thereafter amended.

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

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

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

11.5 The Employer will contribute to the Sound Health and Wellness Trust as follows:

Starting March 1, 2023, every six months through March 2025, the consultants will project Plan expenses and income and report these amounts to the Trustees. Based on those projections, the Trustees will set the contribution rate (with a minimum rate of \$4.86 and up to a maximum rate of \$5.25) that is anticipated to result in an excess reserve of \$52 million by April 30, 2025. Each recalculated rate shall become effective for the Employer as of the effective date determined by the Trustees and the Employer shall pay the recalculated as of such effective date.

In March 2025, the consultants will determine the actual current hourly cost of the plan based on (1) the most recent 12 months of incurred plan expenses adjusted to reflect trend to the 12-month period ending April 30, 2025, (2) the most recent 12 months of employee contributions, (3) the most recent 12 months of hours, and (4) expected investment income. The contribution rate will be set based on this hourly cost analysis and shall become effective with April 2025 hours, provided that the hourly rate shall not exceed \$5.40 and not be less than \$4.86.

All other trust programs shall continue unless modified by the Trustees based on the terms of the Trust and Plan documents.

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

ARTICLE 12 - RETIREMENT PROGRAM

12.1 Each Employer and the Union agree to be bound by the terms and provisions of that certain Trust Agreement creating the Sound Retirement Trust dated January 13, 1966, and as subsequently amended. Further, each Employer accepts as his representatives, for the purpose of such Trust Fund, the Employer Trustees who will be appointed by Allied Employers, Inc., to serve on the Board of Trustees of said Trust Fund and their duly appointed successors. The Employer and the Union agree to be bound 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.

12.2 All contributions shall be paid on compensable hours with a maximum of one hundred seventy three (173) hours per calendar month per employee. The term "compensable hour" shall have the same meaning as set forth in Article 11.

12.3 The contribution referred to in Section 12.5 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.

12.3.1 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 the Employer's total obligation be different than what it would have been on a calendar month basis. Further, the total contributions due for each approved accounting period shall be remitted in a lump sum not later than twenty (20) days after the end of the accounting period.

12.4 The provisions of Section 17.3 of Article 17 of this Agreement shall, in no way, apply to or affect the Employer's obligation to pay contributions to this Trust Fund.

12.5 Until the effective date of the new future service defined benefit variable plan under Section 12.6, 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:

	Liaisons/ Assistants	Exec. Director	Part Time SRT only empl.	Liaisons/Assistants	Exec. Director	Part Time SRT only empl.
Current CBA Period	Current	Current	Current	1/1/2024	1/1/2024	1/1/2024
Base Rate	\$1.55	\$2.55	\$1.55	\$1.55	\$2.55	\$1.55

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Pre-Rehab Rate	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10
Current Rehab Rate	\$1.192	\$1.192	\$1.192	\$1.22	\$1.22	\$1.22
Non-benefit redirect from retiree welfare	\$0.01	\$0.01		\$0.01	\$0.01	
TOTAL	\$2.852	\$3.852	\$2.842	\$2.880	\$3.880	\$2.870
	Liaisons/Assistants	Exec. Director	Part Time SRT only empl.	Liaisons/Assistants	Exec. Director	Part Time SRT only empl.
Current CBA Period	1/1/2025	1/1/2025	1/1/2025	1/1/2026	1/1/2026	1/1/2026
Base Rate	\$1.55	\$2.55	\$1.55	\$1.55	\$2.55	\$1.55
Pre-Rehab Rate	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10
Current Rehab Rate	\$1.252	\$1.252	\$1.252	\$1.282	\$1.282	\$1.282
Non-benefit redirect from retiree welfare	\$0.01	\$0.01		\$0.01	\$0.01	
TOTAL	\$2.912	\$3.912	\$2.902	\$2.942	\$3.942	\$2.932

The parties hereby adopt the Preferred schedule under the Rehabilitation Plan of the Sound Retirement Trust, as updated in September 16, 2020, 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 as described under 12.5. It is recognized and agreed that said supplemental contributions will not result in any pension credit for the covered employees.

12.5.2 Upon the effective date of the new future service defined benefit variable plan under Section 12.6, future benefit accruals under the SRT will cease and the SRT plan will be frozen; as a result, the funding of 125% of the employer's base contribution for the SRT for the Employer's employees is discontinued once future benefit accruals commence under the VAP and the hourly contribution rates paid to the SRT will be reduced by the adjusted base contribution under Section 12.5.

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

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

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shall apply to the SRT liabilities and shall remain in effect regardless of the Zone status of the Plan.

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

12.6. CONTRIBUTIONS TO VAP

12.06.1 Sound Variable Annuity Pension Plan. As of the effective date of the new future service defined benefit variable annuity plan (VAP), future service benefit accruals will be earned in the Sound Variable Annuity Pension Plan (VAP), a multiemployer variable annuity defined benefit plan. Participants' service earned under the Sound Retirement Trust (SRT) and the VAP will be recognized for participation, vesting and benefit eligibility purposes in both plans. The VAP shall operate on a calendar plan year basis.

12.6.2 The Employer will contribute 10% percent of gross salary per month, for each eligible active participant to the VAP, commencing with the effective date, with salary defined as W-2 gross wages for federal income tax purposes plus pre-tax elective deferrals under sections 401(k), 125, health and welfare plan contributions and amounts contributed for 132(f)(4) plans under the Internal Revenue Code of 1986.. Contributions will be made on behalf of current active employees and future newly hired employees in classifications for whom contributions have been made under the current collective bargaining agreement. Salary shall be gross wages per payroll period. Contributions shall be remitted monthly, in the same manner as they have been made to the SRT. The benefit accrual under the VAP will be periodically reviewed (but at least every three years) to ensure that the plan is designed to maintain full funding of all benefit liabilities, with the first review no later than December 31, 2021. Notwithstanding the above, for the term of this contract, in no event shall the contribution be less than 125% of the base contribution to the Sound Trust as of the effective date of the VAP.

The Employer agrees to promptly provide, on a periodic basis, such salary data for employees intended to be covered by the VAP to allow the actuaries for the parties developing the VAP to determine the benefit accrual rate from the VAP that can be funded with such contributions determined above and in the future as the VAP operates to allow administration of the VAP.

12.6.2 The benefit accrual under the VAP will be periodically reviewed (but at least every three (3) years) to ensure that the plan is designed to maintain full funding of all benefit liabilities, with the first review no later than December 31, 2021. Notwithstanding the above, for the term of this

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contract, all actuarial assumptions of the plan will be reviewed and adjusted as necessary on an annual basis for the term of this CBA.

12.6.4 Annual benefit improvements will be capped at 3.0% above the 5.5% hurdle rate. Any surplus investment return between the 5.5% and the 8.5% cap will fund benefit improvements and any surplus investment return over 8.5% shall be allocated to the stabilization reserve.

12.6.5 The VAP board of trustees will formulate a stabilization reserve policy which will define the board's discretion to manage the stabilization reserve and determine how and when it is used to support benefit accruals in years in which the plan investments underperform the hurdle rate.

It is the intent of the parties that the stabilization reserve policy will be used to stabilize benefits for active and retired participants in the event of returns of 2% or lower ("the Floor Return") and maintained in order to address the VAP investment and demographic experience and the level of assets/benefits accrued under VAP. It is not the intent that the stabilization reserve be used in the event of investment returns higher than the Floor Return.

ARTICLE 13 - NON-DISCRIMINATION

- 13.1 The Employer agrees to not discriminate against an employee because of his/her activity as a member of the United Food and Commercial Workers Union Local 300.
- 13.2 Neither the Union nor the Employer, in carrying out their obligations under this Agreement, shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge or otherwise because of race, color, creed, national origin, sex, age, sexual orientation, religion, ancestry, marital status, political ideology, or the presence of a sensory, mental or physical handicap subject to occupational requirements and the ability to perform the job.
- 13.3 The Employer agrees to the principle of equal pay for equal work and agrees that there shall be no discrimination exercised in this respect. In all cases where women are performing work of a comparable quantity and quality as that performed by men, the same rate of pay shall prevail. This applies only to positions in the bargaining unit.
- 13.4 The employer agrees that all employees are potentially covered under the Americans with Disabilities Act (ADA).

ARTICLE 14 - SEPARABILITY

- 14.1 In the event that any provision of this Agreement shall, at any time, be declared invalid by any court of competent jurisdiction or through government regulations or decrees, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

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ARTICLE 15 - SUCCESSORS

- 15.1 In the event the Employer shall, by merger, consolidation, sale of assets, lease, franchise or by any other means, enter into an agreement with another firm or individual which in whole or in part, affects the existing appropriate collective bargaining until then such successor firm or individual shall be bound by each and every provision of this Agreement. The Employer shall have an affirmative duty to call this provision of the Agreement to the attention of any firm or individual with which it seeks to make such an agreement as aforementioned.

ARTICLE 16 - ARBITRATION

- 16.1 It is also agreed that should any controversies arise between the parties to this Agreement as to its interpretation or application, or as to any matters related to wages, hours and working conditions as provided for in this Agreement, the same will be taken up in person between Local 300's Business Representative and a representative of the Employer. No employee will be disciplined or discharged without just cause.
- 16.2 In the event these two are unable to agree, the same shall be referred to a committee of one (1) representative to be immediately named by the Employer involved and one (1) to be named by the Union.
- 16.3 In the event the committee enumerated in Section 17.2 is unable to agree within a period of seven (7) days, they may, by mutual agreement, use grievance mediation of contractual disputes prior to formal arbitration. Mediators shall be chosen from a list of seven (7) names provided by the Federal Mediation Service with the parties alternately striking a name from the list until one (1) name remains as the mediator. Any fee for the mediator shall be divided equally between the parties. If either party is not satisfied with the opinion of the mediator, they may move to binding arbitration, where they shall immediately select a disinterested third party to serve with them as a Board of Arbitration, said Board within seven (7) days to render a decision that shall be final and binding. During such proceedings, there shall be no cessation of work.
- 16.4 In the event the committee cannot agree upon the selection of an arbitrator within fifteen (15) days from the date of referral of the controversy to the committee, the arbitrator shall be selected in the following manner: The Federal Mediation and Conciliation Service shall be jointly requested by the parties to name a panel of seven (7) arbitrators. The parties shall then choose the arbitrator by the Employer and the Union, in that order, alternately striking a name from the list until one name remains as the arbitrator chosen by the parties and empowered to arbitrate the dispute.
- 16.5 The arbitrator shall be authorized to rule and issue a decision and award, in writing, on any issue presented for arbitration, including the question of the arbitrability of such issue. The arbitrator's decision and award shall be final and binding upon both parties to this Agreement. The fees of the arbitrator shall be borne one-half (½) by the Union and one-half (½) by the Employer party to the arbitration.

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- 16.6 The Employer and the Union agree to make available to the other such pertinent data as each may deem necessary for the examination of all circumstances surrounding a grievance. The arbitrator shall be empowered to effect compliance with this provision by requiring the production of documents and other evidence.
- 16.7 In the event either party fails to deliver to the other a signed Agreement, in writing, to submit any question to arbitration within ninety-six (96) hours after receipt of a request from the other to submit such question to arbitration, such party shall, notwithstanding any other provisions of this Agreement, have the right to strike, take economic or other appropriate action. By exercising its rights under this Section, neither party shall be deemed to have waived its right to proceed in the courts to compel the other to submit to arbitration.
- 16.8 Employee covered by this Agreement must go through the procedure set forth herein before going to any outside source or their right for arbitration will be forfeited.

ARTICLE 17 - HEALTH AND SAFETY

- 17.1 The Employer retains exclusive responsibility for workplace health and safety and agrees to provide a safe and healthful work environment for all employees and to provide for reasonable standards of workplace sanitation, ventilation, cleanliness, light, noise levels and health and safety in general. The Employer agrees to comply with all applicable health and safety laws and regulations.
- 17.2 A Safety Committee shall be established consisting of at least one (1) Employer and one (1) employee representative who shall meet at least quarterly to review safety issues, recommend improvements and assist in correction of identified unsafe conditions or practices.
- 17.3 The Employer will make reasonable efforts to accommodate the needs of employees who can demonstrate that health problems are caused or aggravated by work related assignments or by substances the employee is necessarily exposed to in the workplace.

ARTICLE 18 - PICKET LINES

- 18.1 It is further understood and agreed that refusal by an employee covered by this Agreement, to go through a bona fide picket line, shall not constitute a violation of this Agreement, nor shall such refusal by an employee be cause for discharge or disciplinary action of any kind.

ARTICLE 19 - TERMINATION AND RENEWAL

- 19.1 This Agreement shall be in full force and effect from and after November 6, 2022 until November 5, 2026 and shall continue in effect from year to year thereafter unless either party gives notice, in writing, at least ninety (90) days prior to any expiration or modification date to its desire to terminate or modify such Agreement provided that, in the

UFCW LOCAL 3000 - LABOR AGENCY

event the Union serves written notice in accordance with this Section, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provision of this Agreement, any other provision to the contrary notwithstanding.

CONFIRMED THIS 8th DAY OF December, 2023.

UFCW LOCAL 3000



Faye Guenther
President

PUGET SOUND LABOR AGENCY,

AFL-CIO
DocuSigned by:



47E20576A8794E4...
Swen Larson
President

Date: 12/8/2023

Date: 9/1/2023

UFCW LOCAL 300 - LABOR AGENCY

APPENDIX A
JOB TITLES AND COMPENSATION

The above wages are minimums and nothing in this Agreement shall prevent additional compensation. The Union will be notified prior to any additional compensation being granted to employees.

In no event shall any wage classification be less than the current minimum wage.

Wage increases

Effective November 9, 2022, additional \$1.00

Effective November 9, 2023, additional \$1.00

Effective November 8, 2024, additional \$1.00

Effective November 9, 2025, additional \$1.00

*Wages to be retroactive to 11/9/22

	11/9/22	11/9/2023	11/9/2024	11/9/25
Classification				
Executive Director	TBD by the Board	TBD by the Board	TBD by the Board	TBD
Food Bank Manager	\$23.04	\$24.04	\$25.04	\$26.04
Operations Supervisor	\$22.01	\$23.01	\$24.01	\$25.01
Administrative Assistant	\$19.38	\$20.38	\$21.38	\$22.38
Bookkeeper/Comptroller	\$27.79	\$28.79	\$29.79	\$30.79
Food Bank Coordinator	\$18.22	\$19.22	\$20.22	\$21.22
Driver/Stocker	\$18.22	\$19.22	\$20.22	\$21.22


UFCW LOCAL 3000 - LABOR AGENCY

APPENDIX B
JOB TITLES AND COMPENSATION

All current employees at execution of the Agreement will receive additional hourly wage increase of \$1.50 first year of the Agreement, 2022-2023, and an additional \$1.00 year two of the Agreement (2023-2024).

Union

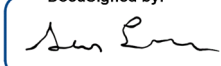
UFCW Local 3000

By: 
Faye Guenther
President

Date: 12/8/2023

Employer

Puget Sound Labor Agency, AFL-CIO

By: 
DocuSigned by:
47E20576A8794E4...
Swen Larson, President

Date: 9/1/2023


UFCW LOCAL 300 - LABOR AGENCY

**Letter of Understanding #1
Vacation Earned**

It is understood between the Union and the Employer that any employee with seniority with a mutually approved Labor Organization and/or United Way shall be credited 50% of their earned vacation time with that organization.

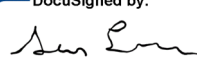
Union

UFCW Local 3000

By: 
Faye Guenther
President

Employer

Puget Sound Labor Agency, AFL-CIO

By: 
DocuSigned by:
47E20576A8794E4
Swen Larson, President

Date: 12/8/2023

Date: 9/1/2023

UFCW LOCAL 3000 - LABOR AGENCY

**Letter of Understanding #2
Executive Director Position**

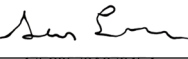
The Employer and the Union recognize the purpose of this Agreement is to set forth the understandings which have been reached by the parties on behalf of the Employer's Executive Director position listed in Appendix A of this agreement, in the employers current location as well as future locations.

Executive Directors are specifically excluded from this bargaining unit, except for the provisions set forth in Articles 11 and 12.

UFCW Local 3000

Puget Sound Labor Agency, AFL-CIO



DocuSigned by:


Faye Guenther
President

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Swen Larson, President

Date: 12/8/2023

Date: 9/1/2023

UFCW LOCAL 300 - LABOR AGENCY

**Letter of Understanding #3
Hazard Pay**

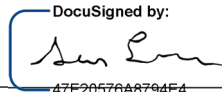
During a state of emergency enacted by local, state or federal authorities resulting from a health crisis, for example the COVID 19 pandemic, hazardous air quality or work conditions resulting from Wild Fires, employees will be compensated an additional \$2.00 per hour for all work performed during such period.

For work performed during the COVID 19 pandemic beginning on February 29th, 2020 through 12/31/20 employees will be paid retro actively for all work performed during this period of a one-time bonus of \$2,000 by the employer.

UFCW Local 300

Puget Sound Labor Agency, AFL-CIO



DocuSigned by:


Faye Guenther
President

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Swen Larson, President

Date: 12/8/2023

Date: 9/1/2023

UFCW LOCAL 3000 - LABOR AGENCY

Letter of Understanding #4
Parental Leave

PARENTAL LEAVE: An unpaid leave of absence may be used for childbirth, child adoption, the new placement of a foster child, and recovery therefrom for a period not to exceed six (6) weeks. The employee may elect to use accrued vacation time they may have during this period.

This LOU shall expire at the end of the 2022- 2026 Agreement, unless extended by mutual agreement.

Union

UFCW Local 3000

By: *Faye Guenther*
Faye Guenther
President

Employer

Puget Sound Labor Agency, AFL-CIO

By: *Swen Larson*
Swen Larson, President

Date: 12/8/2023

Date: 9/1/2023

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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