



**2020-2023**

**AGREEMENT**

**By and Between**

**UNITED FOOD & COMMERCIAL WORKERS UNION  
LOCAL 21**

**and**

**THE WOODSIDE BRASETH GALLERY**

**Term:**

**June 1, 2020 through May 31, 2023**

**Woodside Braseth Gallery  
2020 - 2023 Agreement**

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LOCAL 21**

**and**

**THE WOODSIDE BRASETH GALLERY**

**THIS AGREEMENT** is mutually entered into by and between UFCW Local 21, chartered by the United Food and Commercial Workers International Union, hereinafter referred to as the "Union", and the Woodside Braseth Gallery, hereinafter referred to as the "Employer".

**ARTICLE 1 - RECOGNITION**

**1.01** Employer recognizes the Union as the sole and exclusive bargaining representative for all employees of the Employer, except those employees classified as supervisors, guards and temporary employees.

**ARTICLE 2 - UNION MEMBERSHIP**

**2.01** All employees who are members of the Union at the time of the signing of this Agreement, and all employees who join the Union during the term of this Agreement, shall retain their membership in good standing. Good standing is hereby defined as the tendering of Union dues on a timely basis. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty days after receipt of written notice to the Employer from the Union, unless the employee fulfills the membership obligation set forth above within the thirty (30) day period.

**2.02** On a quarterly basis, the Employer will provide to the Union a list of all employees covered by this agreement. The list shall include the name, address, telephone number, Social Security number, date of hire, rate of pay, and average hours worked per week of each employee.

**2.02.1** A newly hired employee's data outlined above in 2.02 shall have the same information sent to the Union no later than ten (10) days following their first day of employment.

**ARTICLE 3 - WAGES**

**3.01** Wages will be no less than the rate set herein, and reviewed on an annual basis:

Art Salesperson - \$2,800 per month.

**3.02** Effective the date of the signing of this agreement, the regular work week for employees shall be forty hours per week.

An employee who works in excess of forty (40) hours in a work week or in excess of eight hours a day, shall receive time and one-half (1½x) their regular hourly rate of pay. The hourly rate of pay shall be arrived at by calculating the month's salary paid to the employee divided by the number of hours an employee works. i.e., a full-time employee works 173 hours per month. A part-time employee working on a salary would base the calculation on the actual straight-time hours worked.

Breaks and lunches shall be governed by applicable State or Federal law.

#### ARTICLE 4 - HOLIDAYS

**4.01 Holidays Designated** - The following days shall be considered paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
President's Day	The Day after Thanksgiving
Memorial Day	Christmas Day
Fourth of July	

#### ARTICLE 5 - VACATIONS

**5.01 Vacation Formula** - For the purpose of calculation, vacation credits shall be totaled as of the employee's anniversary date each year and the vacations for that year shall be based on those hours.

Employees with One (1) Year's Service: One (1) hour for each fifty (50) hours worked.

Employees with Two (2) to Four (4) Years' Service: Two (2) hours for each fifty (50) hours worked.

Employees with Four (4) to ten (10) Years' Service: Three (3) hours for each fifty (50) hours worked.

Employees with Eleven (11) or more Years of Service: Four (4) hours for each fifty (50) hours worked.

#### ARTICLE 6 - HEALTH AND WELFARE

**6.01 Health, Welfare, Dental, and Vision Benefits** - The Employer and the Union agree to be bound by the terms of the Trust Agreements, which created the Sound Health and Wellness Trust, as initially executed on June 18, 1957, or the Trust Agreement which established the Sound Health and Wellness Trust, initially adopted December 3, 1998, as applicable, by all subsequent revisions or amendments thereto, and by all policies and other conditions of participation and eligibility, which may be established from time to time by the Plan Document, the Trusts' Rules and Regulations, the Summary Plan Description, and other pertinent procedures, practices, and Trustee actions. The Employer accepts the Employer Trustee members of the Board of Trustees, and their duly appointed successors, as its representatives for purposes of managing the Trust. The Union accepts the Labor Organization Trustee members of the Board of Trustees, and their duly appointed successors, as its representatives for purposes of managing the Trust.

Adoption of Health and 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.

Employers party to this Agreement shall continue to pay on a per compensable hour basis (maximum of one hundred and seventy-three (173) hours per calendar month per employee) into the Sound Health and Wellness Trust for the purpose of providing the employees with hospital, medical, surgical, vision, group life, accidental death and dismemberment, weekly indemnity benefits and dental benefits in accordance with the contribution rates and related provisions established by the separate Health and 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.

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

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

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

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

**6.03 Contributions** - The Employer shall pay into the Trust such sum as may be set by the Board of Trustees in order to maintain present benefits per compensable hours on behalf of all members in the bargaining unit. The total amount due for each month shall be remitted in a lump sum not later than ten (10) days after the last day of each month. Effective with October 1, 2019, the Employer’s contribution rate(s) as of September 30, 2019 shall be reduced by twenty-one cents per hour. Thereafter, for the term of this Agreement, the Trustees will review and set the contribution rate and the Employer shall pay the recalculated rate as of such effective date.

**6.04 Dependent Coverage** - Full family coverage is provided, except that each eligible employee desiring dependent medical coverage under the Trust shall authorize the Employer to deduct from their wages the appropriate amount as set from time to time by the Board of Trustees.

**6.05 Eligibility** - Each employee who works 60 hours or more per month shall be entitled to benefits under the rules established by the Board of Trustees.

## **ARTICLE 7 - GRIEVANCES**

**7.01 Grievance Machinery** - All matters pertaining to the proper application and interpretation of any and all of the provisions of this Agreement shall be adjusted by the accredited representative of the Employer and the accredited representative of the Union.

**7.02** No grievance or claim of violation of this Agreement shall be recognized unless it is presented in writing to the other party within thirty (30) days from the date the aggrieved party should have become aware of the grievance or violation. There shall not be any time limits on the collection of back wages due for services actually rendered.

**7.03** The time limits in this Article shall not apply in claims to collect delinquent premiums for the Retail Drug Employees Health and Welfare Trust.

**7.04 Grievance Procedure** - A grievance shall be taken up orally in the first instance between a designated Union representative and a designated Employer representative.

**7.05** If the grievance is not adjusted in 7.04 above, it may be reduced to writing, specifying the nature of the grievance in reasonable detail, the provisions of this Agreement allegedly violated by the Employer or the Union, the identity of the individual(s) involved, if any, and the relief requested, sent to the Employer, and thereafter promptly taken up between a designated Union representative and a designated Employer representative, each of whom has authority to adjust the grievance.

**7.06 Arbitration** - If the grievance is not satisfactorily adjusted in 7.05 above, the Union may submit it to arbitration by written notice to the Employer, postmarked not later than fifteen (15) days after receipt of the Employer's final position.

**7.07** Within seven (7) days after the Union's submission to arbitration, the parties shall select an Impartial Arbitrator, or if they are unable to do so, the Union shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) disinterested persons, qualified and willing to act as impartial arbitrators, with a copy of such request being sent to the Employer. From this list, the Employer and the Union shall, within two (2) days after its receipt, alternately strike one name until six (6) names have been eliminated, and the person whose name remains shall be the impartial arbitrator. The parties shall draw lots to determine who shall make the first deletion from the list.

**7.08** The arbitrator shall hear the submitted grievance and render his/her award as expeditiously as possible. The arbitrator's award shall be final and binding upon the parties and the affected employees.

**7.09** The compensation of the arbitrator and his own expenses incidental to arbitration shall be paid by the losing party as designated by the arbitrator. In the event of a mixed decision, the arbitrator may order a sharing of such amount between the Employer and the Union in such proportions as he shall specify. Any other expense shall be paid for by the party incurring it.

**ARTICLE 8 - RIGHTS AND OBLIGATIONS**

**8.01 Separability Clause** - The provisions of this Agreement are deemed to be separable to the extent that if and when a court or administrative tribunal adjudges any provision of this Agreement in its application between the Union and the undersigned Employer to be in conflict with any law, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall continue in full force and effect; provided, however that in the event any provision(s) is so declared to be in conflict with the law, both parties shall meet immediately for the purpose of renegotiating an agreement on the provision(s) so invalidated; provided further that if the parties fail to reach such an agreement, this contract and the remaining provisions thereof shall be and remain in full force and effect. If the judicial or administrative adjudication that any provision(s) of this agreement is in conflict with any law is thereafter reversed, such provision shall be reinstated with full force and effect from the effective date of such reversal.

**8.02** There shall be no strikes or lock-outs of bargaining unit members during the term of this Agreement.

**ARTICLE 9 - DURATION OF AGREEMENT**

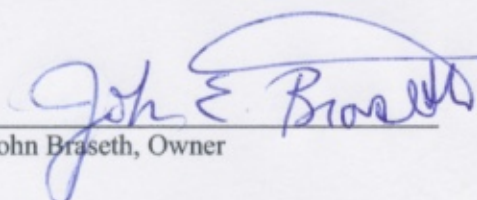
**9.01 THIS AGREEMENT** shall be in full force and effect as of June 1, 2020 until the 31st day of May, 2023 and shall be automatically renewed each year thereafter upon each anniversary date unless written notice to the contrary is given to either party by the other on or before ninety (90) days prior to the expiration date.

IN WITNESS WHEREOF the parties hereto execute this Agreement this 16 day of May, 2020.

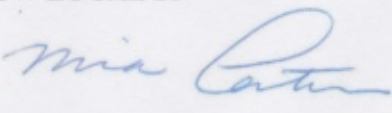
**WOODSIDE BRASETH GALLERY**

**UFCW LOCAL 21**

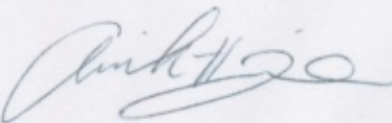
BY:

  
John Braseth, Owner

BY:

  
Mia Contreras, Executive Vice President

BY:

  
Amirah Ziada, Negotiator