

Agreement by and between

UFCW 21 and C.C. Filson Co.



Effective 4-1-2020 – 1-31-2022



YOUR VOICE, YOUR UNION, YOUR CONTRACT

About UFCW 21

UFCW 21 is a large, strong, progressive, and diverse union, representing more grocery workers, retail workers, and professional and technical health care workers than any other union in the state.

With over 46,000 members united, we have the power and resources to take on tough employers, represent members on the job, raise standards in our industries, and support laws that make a difference for working families.

My Union Representative:

My Union Steward:

With a union you and your co-workers have a voice in decisions about your work life—wages, benefits, holidays and vacations, scheduling, seniority rights, job security, and much more. Union negotiations put us across the bargaining table from management—as equals.

A negotiating committee of your co-workers and union staff negotiated this contract. How does the negotiating committee know what issues are important? Union members tell us. The issues raised in contract surveys and proposal meetings help us decide what to propose in contract negotiations. Stewards and union representatives report on issues that arise on the job, talking with members about grievances, problems, and needs. They have a hands-on sense of what the issues are.

The more that union members stand together and speak out with one voice, the stronger the contract we can win. A contract can only take effect after union members have a chance to review the offer and vote on it.

A union is as strong as its members. It's no secret—an active and united membership means a stronger union—which means a better contract.

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THIS AGREEMENT IS MADE AND ENTERED INTO BY AND BETWEEN C.C. FILSON CO., Party of the First Part, hereinafter referred to as “Company” or “Employer”, and the UNITED FOOD AND COMMERCIAL WORKERS, Local# 21, Party of the Second Part, hereinafter referred to as “Union”.

Article 1

CONDITIONS OF EMPLOYMENT

1.01 It is hereby understood and agreed by both parties to this Agreement that the UNITED FOOD AND COMMERCIAL WORKERS shall be the sole and exclusive bargaining agency for the purpose of collective bargaining, covering wages, rates of pay, hours of work, holidays and other conditions of employment for all employees working in classifications listed in this Agreement, excluding guards, supervisors as defined by the NLRA, individuals hired from a temporary agency and students (not to exceed 90 days, or for temporary workers hired in October, November or December, the greater of 90 days or until the end of the following February). It is further understood and agreed that supervisors as defined in the NLRA may perform bargaining unit work without being covered under the terms of this Collective Bargaining Agreement providing, however, that any non- bargaining unit employee who averages over 25% of their time working for production purposes shall be covered by Article 1 of this Agreement.

1.02 Union Membership. All employees covered by this Agreement must affiliate themselves with the Union within sixty (60) days from time of employment, or the effective date of the Agreement, whichever is later, and shall remain members in good standing of the Union as a condition of continual employment. For purposes of this Agreement, membership in good standing shall mean that an employee shall be required to pay the uniform initiation fee and periodic dues charged by the Union to all members. If an employee does not maintain membership in good standing in accordance with the requirements of this provision, he or she shall be discharged by the Employer upon written notice to the Employer of such fact by the Business Agent of the Union if the employee has not cured the delinquency within five (5) working days of receipt by the Employer of the Union's written notice.

1.03. Checkoff. The Employer agrees to honor written authorizations signed by the individual employee and a representative of the Union authorizing payroll deduction of dues. Such authorization is revocable at any time by the employee with a written notice to both the Company and the Union by Certified Mail.

1.03.1 All dues collected by the Employer under this provision shall be forwarded to the Union not later than the 20th day of the month in which those dues are collected.

Article 2
UNION LABEL

2.01 Union Label. All goods manufactured by the Company may bear the Union label of the UNITED FOOD AND COMMERCIAL WORKERS.

2.02 All rules and regulations as outlined in the Union Label Agreement shall apply.

Article 3
WORKING HOURS

3.01 Hours of Work. Forty (40) hours, Monday through Sunday, shall constitute a week's work, with the exception of those weeks in which holidays observed under this Contract occur.

3.01.1 Regular working hours with thirty (30) minutes for lunch shall be as follows:

Distribution Center	1st Shift	6:30 a.m. to 3:00 p.m.
	2nd Shift	11:30 a.m. to 8:00 p.m.
Manufacturing	1st Shift	7:00 a.m. to 3:30 p.m.
	2nd Shift	3:30 p.m.-Midnight.

The employer has sole discretion whether to schedule a second shift. Notwithstanding the foregoing, during the holiday season the second shift at the Distribution Center may be 3:30 p.m. to Midnight because of the limited quantity of scanners for processing shipping.

However, time for regular working hours may be changed by agreement between the Company and the Union or employee.

3.01.2 All employees shall be at work during regular working hours. Infraction of this rule, such as excessive time in rest rooms, tardiness, leaving his or her work before quitting time, will not be tolerated. The Employer will notify the Union in the event that any employee violates the above rule.

3.02 Overtime. All overtime will be voluntary. Overtime will be assigned according to job seniority when all other qualifications are equal. If overtime is refused by a senior employee, the employee will have to wait until the next week to be back in the seniority line. The Employer need not assign overtime to a qualified senior employee if payment of overtime could be avoided by assignment to a junior employee.

3.02.1 Time and one-half shall be paid for overtime. This means any hours worked in excess of forty (40) hours per week shall be paid at the rate of time and one-half. Double time shall be paid on Sunday. Employees who consent and whose regular shift is on Sunday shall

be paid at straight time. Time and one-half shall be paid in addition to holiday pay for work performed on those holidays listed in this Agreement.

3.02.2 For Productivity Bonus Pay (PBP) operators the overtime premium will be based on the operator's bi-weekly average. Time and one-half overtime pay will be calculated at one and ½ times the greater of operator's minimum/guaranteed hourly wage or the bi-weekly PBP rate . Double time overtime will be calculated at two times the greater of the operator's minimum/guaranteed hourly wage or the bi-weekly PBP rate.

3.03 Waiting Time. Each employee shall not receive less than four (4) hours continuous work or equivalent compensation in any one (1) day ordered to report to work. This guarantee shall not apply in cases of acts of God or other emergencies beyond the Employer's control.

Article 4 **REST PERIODS**

4.01 Rest Periods. There shall be two (2) rest periods of not less than ten (10) minutes each, one in the forenoon and one in the afternoon, with no loss of pay for those employees working more than six (6) hours per day. One rest period will be allowed for employees working four (4) hours but less than six (6) hours per day. Three (3) rest periods will be allowed to those employees working more than ten (10) hours per day.

Article 5 **HOLIDAYS**

5.01 Holidays. The following shall be recognized as paid holidays, New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Eve, and Christmas Day.

5.01.1 When any of the above-named holidays fall on Sunday, the following Monday shall be observed. When any of the above-named holidays fall on Saturday, the preceding Friday shall be observed.

5.01.2 Any of the above holidays specified in this Agreement shall be observed on the date established by Federal Law for observance of such holiday.

5.02 Holiday Pay. All qualified employees shall be paid for the holidays specified in section

5.02.1 Holiday pay shall be made in accordance with the terms of 5.02.2 below to employees who have been employed by the Employer for sixty (60) days prior to the paid holiday.

5.02.2 In order to be eligible for holiday pay, an employee who has otherwise qualified for holiday pay consideration by having been in the employment of the Employer for sixty (60)

days prior to the holiday must also have actually performed services for the Employer within ten (10) days before or ten (10) days after the particular holiday. Any employee laid off for more than ten (10) calendar days, or on personal leave or worker's compensation shall not receive holiday pay. Employees who are on vacation during a holiday shall be eligible for holiday pay in accordance with 5.02.4. Pay for the holiday shall not be made until the first payday after the employee has returned to work.

5.02.3 Any employee on a lay-off basis (of more than 10 days) who has worked for the Company within the ten (10) days prior to the holiday shall be paid for the holiday(s) on the first payday after the holiday(s) providing all conditions in the preceding paragraphs have been met.

5.02.4 If a holiday falls on Saturday or Sunday, the employee will be paid for the holiday. If an employee is on vacation during a holiday, he or she is still eligible for Holiday Pay. Holiday pay is to be figured at eight (8) hours of the employee's regular hourly rate if a time worker, or for piece rate workers eight (8) times the greater of the employee's quarterly PBP hourly earnings or guaranteed/minimum hourly wage. If an employee regularly works less than eight (8) hours per day, holiday pay shall be based on the average hours worked per day during the 15 days immediately preceding the holiday.

Article 6
VACATION

6.01 Vacation Pay. Vacation is allotted annually and accrued over the course of a year. It shall be accrued for every compensable hour paid at the regular rate of pay. Vacation allowances are broken out by length of service. Employees shall be allowed to take accrued vacation after their first six months of employment. Leave will change accrual rates the pay period in which the employee's anniversary falls. An employee shall not be entitled or required to take the third week consecutively with the balance of his or her vacation. Similarly, the employee shall not be entitled or required to take vacation for less than three (3) consecutive working days.

6.02

Period of Continuous Service	Vacation Allowance	Accrual Formula (per straight-time hour worked)
1 – 2 years	40 hours	.0192
3 – 8 years	80 hours	.0384
9 - 18years	120 hours	.0576
18+ years	160 hours	.0769

6.03 The base vacation year shall be defined as their anniversary of employment. Payment of vacation pay shall be made when the employee takes vacation leave. If no vacation is taken, the employee shall be paid out accrued vacation during the first payroll period of the following year.

6.05 If an employee leaves the employment of the Company for any reason he or she shall receive the appropriate percentage of vacation earnings since the last vacation period provided the employee has been with the Company not less than six months.

6.06 The term "continuous employment", shall mean length of uninterrupted employment from the date of hiring, except that layoffs and/or leaves of absence granted by the Company shall not be considered as a break in continuous employment. If an employee quits the employ of the Employer and is rehired, the new date of employment shall be counted in determining the employee's vacation eligibility and pay.

6.07 The Employer and employee shall give two (2) weeks advance notice before vacations are to be taken.

6.08 In case of conflict between the assignments of vacation times as between employees on the same operation, preference will be given in accordance with employee seniority.

6.09 Employees with five (5) years or more of service are eligible to take one (1) extended vacation once every three (3) year period of employment without breaking seniority. An Employee shall not be eligible for such extended vacation if such Employee does not have at least the greater of (a) one (1) week of accrued vacation or (b) 50% of his/her accrued vacation available. Extended vacation leave (i) shall be for a period mutually agreeable between Employer and Employee, but shall in no event exceed 21 consecutive days (including the accrued vacation used), (ii) shall exhaust all current accrued vacation pay and the remainder will be unpaid, (iii) will be granted or denied by Employer based on Employer's business needs, then on a first come first serve basis, and then by seniority, and (iv) shall not be required to be granted to more than five percent (5%) of the workforce during any calendar year. Employer shall not unreasonably deny extended vacation subject to its business needs. For the purposes hereof, Employer's business needs will be determined by Employer in its sole and absolute discretion, taking into account things like, Employee's job duties, whether reasonable substitutions are available, current production demands based on production season as well as Employer's overall business plan, current employees on leave or vacation during same period, and the like.

Article 7 **LEAVE OF ABSENCE**

7.01 Leave of Absence. The Employer shall comply with the Family and Medical leave Act of 1993 and the Washington State Paid Family and Medical Leave Act.

7.02 For causes not covered by those in 7.01 above, any employee may apply to the Company in writing for a leave of absence without pay. Such leave will be granted if the leave does not cause adverse effect on the Company's operations. It shall be granted for official Union business, personal illness, illness in the employee's immediate family, or personal disability. The Union shall have the right to challenge a refusal to grant such leave, and if no agreement is reached the grievance procedure set forth in this Agreement shall be utilized. During such leave of absence, seniority shall continue and accumulate. At the end of the leave of absence, the employee will, upon application, be reinstated at his or her pay rate in effect at the beginning of the leave of absence, provided that the employee has proper seniority rights, work is available, and the employee is able to perform such work. The

employee shall not be credited with any automatic increases provided for in this contract which take place during his or her leave of absence. No such leave of absence shall exceed the maximum allotted under applicable law without the mutual agreement of the Company, the Union and the employee involved.

7.03 Any employee who overstays his or her leave may lose his or her seniority and may be reinstated at the sole discretion of the Company.

7.04 The employee shall notify the Union upon receiving a leave of absence and the duration of such leave of absence. If the Employer consents to the leave of absence, it shall so indicate on the copies of the leave of absence to be delivered to the Union by the employee.

7.05 Upon request of the Union, and provided that Employer's business needs (as otherwise described in Section 6.09 above) permit, leaves of absence without pay for Union business not to exceed three (3) months may be granted by the Employer to employee regardless of length of service.

Article 8

SENIORITY / LAYOFFS / JOB BIDDING

8.01. Seniority. Seniority shall apply within each department. Departments include: Garment Sewing Department; Luggage, Leather and Accessories Department; Cutting and Bundling Department; Inspection and Pressing Department, Shipping/Receiving/ Warehousing Department. Employees shall have seniority on their respective jobs and/or operations in accordance with the length of continuous employment with the Company. When it becomes necessary to lay off employees in a department on any particular job and/or operation, the employees with the least time of employment with the Company shall be the first to be laid off, employees with the longest time of employment with the Company shall be the last to be laid off, according to their relative ability to perform the jobs or operations remaining. In rehiring, employees with the longest time of employment with the Company shall be the first to be rehired, and the employees with the least time of employment with the Company shall be the last to be rehired, according to their relative ability to perform the jobs or operations available. The Employer shall be the judge of relative ability.

8.02 When the work week falls below thirty-two (32) hours for four (4) consecutive weeks, employees with the least time of employment with the Company shall be transferred to other departments and/or operations, or laid off.

8.03 The term "continuous employment" shall mean length of uninterrupted employment from the date of hiring, except that layoffs and/or leaves of absence granted by the Company shall not be considered as a break in continuous employment. If an employee quits the employ of the Employer and is rehired, the new date of employment shall be counted in determining the employee's seniority.

8.04 Layoff and rehire provisions shall be forfeited when an employee:

8.04.1 Quits or is discharged for just cause or is terminated.

8.04.2. Is absent from work three working days without notifying the Employer of the reason for his absence. Leaves of absence may be granted by the Employer.

8.04.3 Fails to report for work within five consecutive days after being notified by letter from the Employer mailed to the last address on the Employer's records.

8.04.4 Is laid off for more than one year.

8.04.5 Fails to return to work after a leave of absence

8.05 Job Bidding. Permanent vacancies within each department shall be posted within five working days for a period of three working days. Employees shall be eligible to bid for that vacancy. A successful bidder shall be restricted from any further bidding for six months from date of such bid.

Selection shall depend upon seniority and ability to perform the job to the satisfaction of the Company. The employee will be granted a reasonable period of time to demonstrate proficiency. If the employee is unable to demonstrate ability to perform the work required during the trial period, the employee will be returned to their former job.

The Employer shall be the sole judge of the ability of the employee, both in the award of a bid and in the retention of the bid job, which said judgment shall not be capriciously exercised.

Article 9 GENERAL CONDITIONS

9.01. General Conditions. Where work has been established on either a timework basis or Productivity Bonus Pay (PBP) basis in any department, same will not be changed without the consent of the Union.

9.01.1 Operators requested by the Company to help out in other departments while work is available on their own operation shall comply with that request, and such operators shall be paid at the greater of their minimum/guaranteed hourly wage or their bi-weekly PBP rate.

9.01.2 Operators are required to do first-class work. Threads must be trimmed and work must be finished in proper order by each operator. Operators must report anything wrong with their work, such as cutting, notching and assembling, to the party in charge of their work. Compensation will be made to such operator for all loss of time due to this type of problem.

9.01.3 Machines and belts shall be kept in proper repair and running order. If an operator loses time in any work day on account of his or her machine being out of order (in repair), the case must be reported to the supervisor at once, and provisions made for adjustment. During the down time the operator shall be compensated for all such lost time at the minimum wage. Operators shall report improper running machines to their supervisor at once. Failure to do so may result in a disagreement over the amount of time lost.

9.02 Bonuses & Incentives. The Company has the right to offer employees additional compensation, such as bonuses, incentives, etc., that have not been addressed in this Agreement.

9.03 No employee shall suffer a reduction in wages with the signing of this Agreement.

9.04 Union Access to Plant. The authorized representative of the Union will have access to the factory of the Company, upon written notification to the Company's Human Relations Manager, at all times to conduct all phases of Union business, collect dues, make or investigate all complaints which have been passed through the channels provided for under the grievance procedure and then to take up same with the person designated by the Company with the authority to settle them at least once a week or at a specific time agreed upon by both parties. Notice by email shall meet the written requirement in this Section 9.04. The privileges accorded by this Section shall not permit interruption in the performance by bargaining unit employees of their assigned tasks.

9.04.1 There shall be no disciplinary action taken against any authorized shop steward for activities on behalf of the Union, provided that such activities shall not interfere with production, and provided further that nothing in this paragraph shall prevent the shop steward from discussing a grievance with an individual grievant.

9.04.2 Filson and the Union agree that when the Employer holds orientation for new employees, it will notify the Union sufficiently in advance to allow a Union representative to meet with new members of the bargaining unit at the conclusion of the orientation. The foregoing shall not apply to orientation of any temporary workers.

Article 10 **JURY DUTY**

10.01 Jury Duty. When an employee covered by this Agreement is called upon for jury service in any municipal, county, state or federal court, the employee shall advise the Company upon receipt of such call. The employee shall receive permission from the Company to serve as a juror as long as the person's absence does not create an adverse effect on the Company's operation. If taken from work for such service, the employee shall be reimbursed as provided herein for any loss of wages while actually performing such service, provided the employee exhibits to the Company a properly endorsed check and permits the Company to copy the check or voucher received for such jury service. The amount the employee shall be reimbursed shall be determined by subtracting the amount received for such service from the amount the employee would have earned at the employee's regular straight-time hourly rate if a time worker or, the higher of the guaranteed hourly wage or average hourly earnings if a worker on Productivity Bonus Pay (PBP), during the regular working hours missed while performing such service.

10.02 If there are four (4) hours or more left in the working day when the employee is dismissed from jury duty, the employee must report back to work.

Article 11
NONDISCRIMINATION

11.01. Nondiscrimination. The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, or terms or conditions of employment because of such individual's race, color, religion, age, sex, national origin, marital status, veteran's status, medical leave, physical or mental handicap, or sexual preference, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, age, sex, national origin, physical or mental handicap, or sexual preference.

11.02 Whenever the pronoun he or she or any other pronoun denoting sex is used in this Agreement, it shall be deemed to apply equally to members of both sexes.

Article 12
CLASSIFICATIONS & WAGES

12.01 Productivity Bonus (PBP). Standards for operations will be established by time studies, standard data, predetermined times (normally accepted time allowances for incremental sewing operations based on studies by independent engineering consultants), comparison to like operations, or by estimates.

12.01.1 PBP Rates that are set by means other than time studies may be subject to change once a time study is taken on that operation.

12.01.2 Once a PBP rate has been established by a time study, the rate for that operation on that style is considered permanent after six (6) months from its determination date and, thereafter, cannot be changed at management's discretion unless the method is changed (including changes in materials); different equipment is used, an inadvertent error has been made in the calculations; a request is made by an operator to check the rate or an individual's compensation is disproportional to the average; or to conform with recognized industry standards, or when such standards are adjusted.

12.01.3 If a PBP rate is increased, the increase becomes effective from the start of the cut. All operators that have worked on that operation will be compensated at the higher rate for all work already completed, provided the operator hasn't already been compensated with timework.

12.01.4 If a PBP rate is decreased, the decrease becomes effective when the operator is notified of the change. Compensation for work already performed at the higher rate will not be affected.

12.01.5 All earnings will be compiled on a weekly basis, Monday through Sunday. Makeup will only be paid if the total weekly wage is below the operator's guarantee.

12.01.6 Each operator's quarterly PBP rate will be established from earnings on PBP for the thirteen (13) weeks ending on a the most recent bi-weekly pay period on a rolling basis.

Averages will be calculated weekly to identify the quarterly PBP each pay period. Copies of same shall be furnished to the Union upon request, which shall be no more often than quarterly.

12.01.7 A variable base rate will be established, with the higher rate being assigned to Operations that require a higher skill level as determined by the Company's Production Manager.

12.01.8 Timework will be paid to operators when they are not on PBP. If an operator is off standard due to some Company caused problem or situation, thus preventing the operator the opportunity of earning her average, she will be paid a rate of pay equal to her quarterly PBP average or her guarantee, whichever is more.

12.01.9 Sample work will be paid for at the operator's quarterly PBP average or guarantee, whichever is more.

12.01.10 Machine delay will be paid for at the minimum wage.

12.01.11 All meetings that operators are required to attend will be paid for at the operator's quarterly average or guarantee, whichever is more.

12.01.12 If due to lack of work, an operator is given the option of either going home without pay or doing an operation she is unfamiliar with, the operator will be paid either her minimum/guarantee or her quarterly PBP average, whichever is more.

12.01.13 An operator will not be compensated with timework when she had to do repairs on her own work, unless the repairs are performed during overtime hours.

12.01.14 An operator will be paid timework while she is waiting for work, provided the operator has given the service help advance notice when running low on work; if she doesn't give sufficient advance notice, timework will not be issued.

12.01.15 The operator is required to have her Supervisor sign off on all timework being claimed.

12.02. Wages – Time Work. All employees covered by this agreement who do not work on Productivity Bonus Pay (PBP) are considered time workers. Time workers shall receive not less than the state, city or federal minimum hourly wage, whichever is greater or such other compensation as set forth below.

12.02.1 Mechanics. Journeyman Mechanics must be competent to install, adjust, repair, and overhaul any equipment used in production. The guaranteed minimum for journeyman mechanics shall be no less than \$18.00 per hour.

12.02.2 Warehouse Person. A Warehouse Person performs heavy warehouse duties in the handling of heavy or bulky merchandise throughout the warehouse. He is responsible for incoming freight and for carrying out the more important responsibilities of warehousing.

12.02.3 Service Help. Service help may be employed in each department to carry work to and from the machines.

12.02.4 Cutting Room Technicians. Cutting room technicians shall be responsible for operating and maintaining spreading and cutting equipment.

12.02.5 Bundlers. Bundlers shall be responsible for labeling and bundling of cut goods.

12.02.6 Pressers. Pressers shall be responsible for pressing all types of finished garments.

12.02.7 Inspectors. Inspectors shall be employed to monitor the quality of garments manufactured.

12.02.8 Wage Adjustments.

Notwithstanding the foregoing, in no event shall employee's rate be below Minimum Wage and in no event shall a reduction in Minimum Wage reduce any employee's hourly rate.

The Employer agrees to pay a one-time bonus to all workers based on their years of service as of December 5, 2020 and the table below. The bonus payment will be made on December 7, 2020.

Years of Service as of 12-5-2020	Amount
1-2	300.00
3-8	375.00
9-18	450.00
18+	500.00

12.02.9 Sample Sewers: Sample sewers shall be responsible for sewing samples.

12.02.10 Leather Prep: Leather prep sews and prepares leather for production.

12.03 In the event the Employer established additional classifications in the plant to perform work covered by this Agreement, it shall notify the Union and negotiate with respect to the rates of pay to be applied to such classification (s).

12.04 Wages – Productivity Bonus Pay (PBP). All employees working on PBP will be paid not less than the state or federal minimum hourly wage, whichever is greater.

12.04.1 As a condition of continued employment, within six months of employment each employee working on PBP must maintain an hourly quarterly PBP average equal to or exceeding the Minimum Wage. Only for purposes of this article, employees hired prior to April 1, 2008, shall be considered as having been hired on that date.

12.04.2 Operator efficiency levels and PBP earnings will be calculated on a weekly basis, Monday through Sunday.

12.04.3 The Minimum Base Rate for all PBP Operations shall not be less than \$18.50 per hour for 2017; \$19.00 effective April 1, 2018 and \$19.50 effective April 1, 2019.

12.04.4 Complaints & Grievances About a PBP Rate. If an employee feels a PBP rate is not correct, or has any other concern related to the PBP rates, that person should follow the steps as prescribed by Company policy. If the concern or complaint does not receive satisfactory resolution, the employee(s) should notify a Union Representative and proceed with the Complaints and Grievances procedures outlined in Article 13 of this Agreement.

12.04.5 The Employer agrees to pay a one-time bonus to all workers based on their years of service as of December 5, 2020 and the table below. The bonus payment will be made on December 7, 2020.

Years of Service as of 12-5-2020	Amount
1-2	300.00
3-8	375.00
9-18	450.00
18+	500.00

Article 13 COMPLAINTS AND GRIEVANCES

13.01 Disputes over the Company's interpretation and application of this Agreement shall be subject exclusively to the following grievance procedures:

13.01.1 STEP 1. The Union shall first submit a written grievance, within thirty (30) days following the occurrence of the matter being grieved.

13.01.2 STEP 2. The Company shall respond to the grievance, in writing, within fifteen (15) days. In the event of the parties fail to agree based on said response, the matter shall be referred to a Labor Relations Committee selected as follows: Two (2) members from the Employer and two (2) members from the Union, the Committee will further explore the facts of grievance in order to arrive at a resolution of the grievance.

13.01.3 STEP 3. If the issue is not resolved in Step 2, then the aggrieved party may, within fifteen (15) days of the Committee's decision, refer the grievance to a neutral party selected from a list of seven names supplied by the Federal Mediation and Conciliation Service. The

parties, with the Union commencing first, shall alternately strike names from the list until only one (1) remains who shall be designated as the arbitrator. The decision of the neutral party as arbitrator shall be binding upon the parties and each party shall pay one-half (1/2) of the arbitrator's fees. The arbitrator shall not have authority to add to, modify, or detract from the provisions of the Agreement.

13.01.4 As used in this Section “days” shall mean calendar days.

13.01.5 In the event that the grieving party shall fail to strictly comply with the time lines established by this Section, such grievance shall be deemed waived and shall have no further force or effect.

13.02 In cases of progressive discipline, when a written notice is being given, the employee has the right to have a shop steward present, assuming a shop steward is readily available in the same building. A copy of such written notice shall be sent to the Union business agent.

13.03 Employee Matters:

13.03.1 No employee, other than a probationary employee, shall be disciplined, suspended or discharged without just cause. The Employer shall be the judge of the existence and sufficiency of cause, which said judgment shall not be arbitrarily or capriciously exercised. An employee aggrieved by actions of the Employer hereunder may file grievances and pursue arbitration as provided for in this Article.

13.03.2 A probationary employee is an individual within his or her first sixty (60) calendar days of employment. Probationary employees shall have no right to grieve any form of discipline, it being recognized that they are employees at will.

13.03.3 A post-probationary employee shall receive two written warnings prior to termination of employment under Article 12.04.1. A written warning issued under this Part 3 expires one year after the date of issuance.

Article 14 **HEALTH AND WELFARE**

14.01 Effective April 1, 2017, the employee will be eligible for health insurance coverage on the first day of the month following 60 days of employment.

14.01.1 Health Care Plan. The Company will pay the following portion of premium cost for the base plan. If the employee elects the buy-up plan the additional cost will be their own.

14.01.2 Coverage.

<u>Hours</u>	<u>Employee</u>	<u>1st Dependent</u>
30+	75%	50%
24 – 29	75%	
-23	No coverage	

14.01.3 Wellness Plan, effective April 1, 2017 – successful outcome

<u>Hours</u>	<u>Employee</u>	<u>1st Dependent</u>
30+	85%	50%
24 – 29	85%	
-23	No coverage	

14.01.4 If two dependents are on the plan, the Company will pay the greater premium of the two.

14.01.5 Employee will be responsible for the additional cost of the buy-up plan. Wellness plan will require a biometric screening and termination of tobacco use.

14.01.6 Biometric Screening (matrix to be identified by wellness program vendor).

BMI
Glucose
Cholesterol
Blood Pressure

14.01.7 Company has the right to switch the Plan carriers and design to nothing lesser than the corporate employee plan.

14.01.8 Offer dental coverage at same Employer premium contribution.

14.01.09 Employees currently have more than one (1) dependent enrolled will be grandfathered.

Article 15
NO STRIKE, NO LOCKOUT

There shall be no strike or lockout during the life of this Agreement.

Article 16
CHANGE OF OWNERSHIP

If any plant covered by this Agreement changes ownership after the effective date of this Contract, the employer shall give written notice to the Union and shall discuss the effects, if any, upon the bargaining unit with the Union.

Article 17
LABOR-MANAGEMENT COMMITTEE

17.01 A Labor-Management committee shall be established and will meet at mutually agreeable times, but not to exceed once per quarter. The purpose of the committee will be to foster improved communication and to discuss other matters of mutual concern, including educational opportunities. The Committee shall be limited to an advisory rather than a decision-making capacity. The Committee shall consist of representatives of management and up to two (2) employees selected by the Union. All members of the Committee shall be employees of CC Filson. A Union representative may attend. Committee participation will be considered as time worked and paid at the appropriate rate of pay.

17.02 The first task of the committee shall be to discuss the creation of a certification program for distribution employees who master more than one (1) of the seven (7) classifications of work and, if agreement is reached, to determine the appropriate premium to be paid. The second task of the committee shall be to discuss and explore a cost efficient and tax favorable retirement plan, considering such factors as administrative costs, desires of the employees; tax consequences, and funding.

Article 18
VOLUNTARY POLITICAL ACTION FUND

18.01 During the term of this agreement, Employer shall deduct a sum specified from the pay of each member of Union who voluntarily executes a political action contribution wage assignment authorization form, provided that four (4) or more employees execute a wage assignment for political action contributions. When filed with Employer, the authorization form will be honored in accordance with its terms. The amount deducted and a roster of all employees using the payroll deduction for voluntary political action contributions will be promptly transmitted to the Union by separate check payable to its order. Upon issuance of and transmission of a check to Union, Employer's responsibility ceases with respect to such deductions. Union and the employee authorizing assignment of wages for payment of voluntary political action contributions hereby undertakes to indemnify and hold Employer harmless from all claims, demands, lawsuits or other forms of liability that may arise against Employer for or on account of any deduction made from the wage of such employee.

18.02 The parties recognize that union is obligated under the Federal Election Campaign Act (FECA) to reimburse Employer for its reasonable costs of administering the Political Action Fund deduction. Union shall pay Employer's reasonable set up costs for administering the deduction. Thereafter, Employer and Union agree that one quarter of one percent (.25%) of all amounts collected for this fund is a reasonable amount to cover the costs of Employer administering this deduction.

18.03 The wage assignment authorization form shall be translated to the appropriate language for non-English speaking employees.

Article 19
SICK LEAVE

The employer shall comply with the provisions of the Seattle Sick Leave ordinance and/or the State of Washington Sick Leave statute, whichever is more beneficial to the employee.

Article 20
BEREAVEMENT LEAVE

An employee who requests a leave of absence from work on account of a death of a member of his immediate family shall be granted time off with pay as the circumstances may require, not to exceed two (2) scheduled work days. The immediate family of an employee shall be understood to mean: spouse of an employee, the biological, adoptive or foster parent, or child of the employee, brother, sister, father-in-law and mother-in law. The Company reserves the right to request reasonable proof related to such leave.

Article 21
TERM OF AGREEMENT

THIS AGREEMENT shall be effective April 1, 2020 and shall remain in full force and effect until January 31, 2022. Either party may reopen this agreement for negotiations upon written notice to the other party ninety (90) days prior to the expiration date of this Agreement.

WITNESS OUR HAND AND SEAL THIS 15th DAY OF January ~~2020~~ 2021

C. C. FILSON CO.

UNITED FOOD & COMMERCIAL
WORKERS, Local 21

By: Vanessa Garcia

By: Mia Contreras

Name: Vanessa Garcia

Name: Mia Contreras

Title: HR Manager

Title: Executive Vice President

By: Andy Heyman

Name: Andy Heyman

Title: Negotiator

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 46,000 other members of UFCW 21.

Statement of Your Right to Union Representation (Weingarten Rights)

“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.”

Know Your Rights:

- Fair Treatment and Respect
- Family and Medical Leave
- Union Representation

**Learn more about your
rights:**

www.ufcw21.org

*Our mission: building a powerful Union that fights for economic,
political and social justice in our workplaces and in our communities.*

VISIT UFCW21.ORG:

SCHOLARSHIP INFO | BARGAINING UPDATES | STEWARD TRAININGS | HELPFUL MEMBER
RESOURCES | ACTIONS INFORMATION ON YOUR RIGHTS | AND MORE...

UFCW 21

Faye Guenther, President • Joe Mizrahi, Secretary-Treasurer

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Spokane: 2805 N Market St., Spokane, WA 99207, Phone 509-340-7369, Fax 509-624-1188**