

Agreement by and between

# UFCW 21 and Draper Valley Farms



## Plant Processing Employees

Effective 3/31/2021 - 3/31/2025



# 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:

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My Union Steward:

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**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.**

**DRAPER PROCESSING  
2021-2025**

**AGREEMENT By and Between  
PERDUE FOODS, LLC d/b/a DRAPER VALLEY FARMS  
and  
UNITED FOOD & COMMERCIAL WORKERS UNION LOCAL NO. 21**

This Agreement is made by and between DRAPER VALLEY FARMS, for its operation at 1000 Jason Lane, Mount Vernon, Washington, hereinafter to be known as the “Employer”, and the UNITED FOOD & COMMERCIAL WORKERS UNION LOCAL NO. 21, HEREAFTER TO BE KNOWN AS THE “Union,” and both parties agree to the following rules and conditions:

**ARTICLE 1 - RECOGNITION AND BARGAINING UNIT**

1.1 The Employer hereby recognizes the Union as the sole and exclusive bargaining representatives for all production, maintenance and warehouse employees at the Employer’s Mount Vernon, Washington plant.

1.2 Pursuant to and in conformance with Section 8(a)3 of the Labor Management Relations Act of 1947, it is agreed that all employees coming under the terms of this Agreement shall make application to join the Union thirty one (31) days following the date of employment or thirty -one (31) days following the date of signing of this Agreement, whichever is the latter, and must maintain membership in good standing for the life of this Agreement and any renewal thereof. At the close of two (2) working days after receipt of written notice from the Union that an employee is not in good standing, as required by this Section, the Employer will release such employee if he is then not in good standing with the Union.

1.3 Members of the Union shall not be discriminated against for upholding the principles of organized labor.

1.4 Union shop stewards shall be allowed in the plant for the purposes of enrolling new employees in the Union and providing benefit information. The shop stewards shall perform their duties on their own time. The Employer shall excuse Union shop stewards for up to two (2) work days per calendar year for Union business, provided that these excused absences shall be only for full but not consecutive work days. The Employer shall compensate the Union stewards during such absences provided that the pay shall be limited to the straight time hours worked by the other employees in the stewards classification the day of the absence, the steward provides a minimum of five (5) days’ notice of the planned absence and a maximum of three (3) stewards shall be entitled to compensation.

1.5 Movement of the Existing Facility - In the event that the employer moves the existing facility to any location within the jurisdiction of the UFCW Local 21, as currently defined, the terms of this contract shall continue to apply with respect to the new facility.

1.6 Any temporary worker who has regularly been working at the plant for thirty (30) calendar days and at the Employer's sole discretion may be offered employment with the Employer and subject to the provisions outlined above.

## **ARTICLE 2 - DUES, INITIATION FEE, ASSESSMENTS, AND ACTIVE BALLOT CLUB**

2.1 For employees who voluntarily certify in writing that they authorize such deductions, the Employer shall deduct the amount of monthly dues and assessments from the pay and forward same to the Union on or before the twenty-fifth (25th) day of each month. Deductions will be limited to an authorization list furnished to the Employer by the Union.

2.2 Authorized initiation fees will be deducted in ten equal weekly installments and remitted to the Local Union monthly.

2.3 For employees who voluntarily authorize a contribution to the UFCW Active Ballot Club Political Action Committee, the Employer agrees to deduct the authorized amount each payroll period on payroll deduction basis and forward same to the Union monthly.

2.4 It is understood the Employer is not liable in any manner if the employee is not on the payroll at the time deductions are being processed.

## **ARTICLE 3 - SENIORITY**

3.1 The Employer shall organize the Plant in the following departments:

- a. Maintenance
- b. Evisceration
- c. Second Processing - Machine Line, Packaging, Hand Cut, Bagging, Breast Debone, Thigh Debone, Repack, Marination, Packout, and Rehang
- d. Shipping and Receiving
- e. Quality Control
- f. Waste Water

The Employer shall organize the Distribution Center in the following departments:

- a. Shipping/Loading/Warehouse
- b. Weigh/Price/Labeling

Except where the provisions of Section 3.1.1 apply, the rule of seniority shall apply on a departmental basis whenever the Employer is compelled to lay off and re-employ employees. The employee with the

greatest departmental seniority in the department shall be the last to be laid off and the first to be re-employed.

3.1.1 In addition to departmental seniority, each employee entitled to seniority rights shall have a Company-wide seniority based on length of service with the Employer within the bargaining unit. Company-wide seniority will be recognized by location - Plant and Distribution Center. Employees who are laid off for more than eight (8) weeks on account of curtailment of work, may claim seniority in other departments (except for the maintenance department, shipping and quality control personnel and lead people) over employees who have less Company-wide seniority provided they are able to qualify for the job within a reasonable time. No new employee shall be hired while employees on the current seniority lists with adequate skill, ability, and physical fitness to do and perform the work, who have been laid off, are willing and available to accept the jobs available.

3.2 All job openings for existing positions, except for the lead person, maintenance, quality control, scale operators, machine operators, operator position (lube and finger classification), ossid operator, and shipping classifications, will be posted on the plant bulletin board for three (3) work days. Such posting shall include a brief description of the job. Interested employees will have the opportunity to sign a list notifying the Employer of their desire to perform the posted job. The most senior employee on the basis of Companywide seniority desiring the position shall be given the opportunity to perform the job. Any employee filling a job by seniority who is unable to perform the essential functions of the job within a fourteen (14) day calendar period shall revert back to his/her former position. In cases where two or more employees signing up for the job have the same Companywide seniority date, vacancies will be filled by a draw. Employees cannot transfer in this manner more than two (2) times per twelve (12) consecutive months and do not accrue such transfer rights until completion of their first year without approval of management. Employees who have two (2) written warnings on file shall not be allowed to bid on any such positions until such time as the written warnings have expired.

3.2.1 The Employer retains the right to implement new, temporary, or experimental jobs and such jobs shall not be subject to Section 3.2 above for a period of thirty (30) calendar days provided the Employer notifies the Union in advance of the job change, including a job description and stating the starting date of the new position. The most senior employee on the basis of Company-wide seniority desiring the position shall be given the opportunity to perform the job after the end of the fourteen (14) day calendar period. Any senior employee filling such new, temporary or experimental position will revert back to his/her former position when the opening no longer exists.

3.3 The rule of seniority as stated in Section 3.1 shall not be applicable on a daily basis regarding the available hours of work. Employees working a majority of their day in given job positions may finish the day's work in that position. Under normal circumstances, the Employer will assign overtime to qualified employees on the basis of seniority. It is understood that during extended periods of overtime work schedules, senior employees may prefer not to work overtime. In those situations, the most senior employees will not be required to work overtime unless a sufficient number of qualified employees are unavailable to perform the required work.

3.4 Seniority shall not apply in the selection of lead persons, maintenance, quality control and shipping personnel. Employees promoted to lead positions shall not lose their seniority status. Lead persons will not be subject to lay-off based on their seniority as long as they are performing the duties of their lead position.

3.5 Lead persons, who are members of the bargaining unit, shall not have the authority in the interest of the Employer to hire, transfer, suspend, lay off, recall, promote, discharge, or discipline other employees unless in connection with the foregoing the exercise of such authority is of a merely routine or clerical nature.

3.6 A new employee shall have seniority rights upon the completion of sixty (60) calendar days from the most recent date of hire and upon completion of said sixty (60) calendar day period, the employee's seniority shall date back to the original date of hire. Company-wide seniority shall date from the first date an employee is hired. Employees transferred from one department to another shall retain seniority in their former department for a period of fourteen (14) days in all departments except Live Hang and twenty-eight (28) days in Live Hang. After transferring to a different department, an employee's departmental seniority shall be employee's date of hire after working fourteen (14) days in all departments except Live Hang and twenty-eight (28) days in Live Hang.

3.7 The seniority of an employee shall be considered broken and all rights forfeited when the employee:

3.7.1 Voluntarily leaves the service of the employer or is discharged for cause.

3.7.2 Fails to return to work when called or cannot be located by telephone at their last known address, or registered letter with a copy to the Union.

3.7.3 In the case of work related accident or illness no lapse of seniority shall apply for a period of one (1) year. In the case of a non-work related accident or illness, no lapse of seniority shall apply for a period of six (6) months.

3.7.4 The Employer agrees to recognize the seniority rights of an employee when rehiring within six months from date of lay off for lack of work.

3.7.5 Fails to return to work from leave of absence on the approved date or at the end of approved vacation.

3.7.6 Is absent for three (3) consecutive days and fails to notify Employer.

3.8 It is agreed that the Employer shall mail an up-to-date seniority list of employees coming under the jurisdiction of the Union, to said Union each six (6) months. The first such seniority list to be mailed within thirty (30) days of the signing of this agreement.

3.9 The Employer shall have the sole right to grant or deny leaves of absence and determine the eligibility and length for such leave. All leaves shall be signed by a designated representative of the Employer and a copy of an approved leave shall be sent to the Union.

3.10 Any temporary worker filling an open regular position will be eligible for hire after thirty (30) calendar days.

#### **ARTICLE 4 - DISCHARGE AND DISCIPLINE**

4.1 The Employer shall not discharge or discipline any employee except for just cause. There shall exist a single sixty (60) calendar day probationary period for a new employee, and if such any new employee is terminated during the probationary period, such termination shall not be subject to the grievance and arbitration procedures of this Agreement. Any other such discharge or discipline shall be subject to the grievance and arbitration procedures set forth in this Agreement.

4.2 The Employer shall give an employee with seniority, one written warning with a copy to the Union, prior to any discharge action, except in cases of discharge for drunkenness, for being under the influence or in possession of or engaged in the use of controlled substances on Employer's property, including Employer parking areas, for dishonesty, failure to report for work as scheduled without notifying the Employer unless the employee has a valid excuse for not notifying the Employer in advance, or other misconduct which is so serious in nature as to justify discharge without warning. Such conduct may include fighting or assaulting another employee, insubordination, violation of certain safety policies (including violation of lockout/tagout procedures, unauthorized repair or adjustment of equipment, removal of or tampering with any device intended to guard from personal injury, violation of confined space procedures, careless operation of a powered industrial vehicle resulting in injury or severe property damage), or serious violations of any of the USDA and/or Employer's food safety regulations and animal welfare/humane handling requirements. In order for written warning to be valid, it must be issued within three (3) working days of the complaint against the employee concerning his work or conduct. A warning notice shall be considered void after six (6) months for any warning other than Safety and twelve (12) months for safety, unless withdrawn by the Employer sooner.

4.3 It is understood that conduct may be considered to be unacceptable and subject to warning, suspension or discharge, even though such conduct is not specifically described or referred to in working rules or other written policies of the Employer. Testing for drug abuse shall be solely in accordance with the Drug and Alcohol policies of the Employer. Drug testing rules required by law or government regulations shall be deemed a part of this Agreement.

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

5.1 Work Day - Eight (8) hours, or ten (10) hours, exclusive of a meal period shall constitute a day's work.

5.1.1 WORK WEEK: Five (5) or four (4) consecutive days shall constitute a week's work. Five (5) day/eight (8) hour (5/8) schedules shall be Monday-Friday, Tuesday-Saturday, and Wednesday-Sunday. Four (4) day/ten (10) hours (4/10) schedules shall be Monday-Thursday, Tuesday-Friday, Wednesday-Saturday, and Thursday-Sunday.

5.1.2 Shifts established per Article 5.1.1 shall be filled through a seniority-based bidding process for all positions.

5.2 For eight (8) hour employees, any work in excess of eight (8) hours per day or forty (40) hours per week shall be considered overtime and shall be paid for at the rate of time and one-half (1-1/2). Work performed on a contractual holiday shall be compensated at the overtime rate of pay in addition to holiday pay.

5.2.1 All work performed by eight (8) hour employees on a sixth day shall be compensated at time and one half (1-1/2).

5.2.2 All work performed by eight (8) hour employees on a seventh day shall be compensated at double time (2x).

5.3 For ten (10) hour employees, any work in excess of ten (10) hours per day or forty (40) hours per week shall be considered overtime and shall be paid for at the rate of time and one-half (1-1/2).

5.3.1 All work performed by ten (10) hour employees on a fifth or sixth day shall be compensated at time and one half (1-1/2).

5.3.2 All work performed by ten (10) hour employees on a seventh day shall be compensated at double time (2x).

5.4 All work after 2:00 p.m. on Christmas Eve shall be paid at the rate of time and one-half (1-1/2) for time worked between 2:00 p.m. and 4:00 p.m. and then a rate of double time (2x) the rate for hours worked after 4:00 p.m., except for maintenance and shipping employees who shall be paid at the rate of time and one-half (1-1/2) for all hours worked after 8:00 p.m. on that day.

5.4.1 All work after twelve (12) hours per day shall be voluntary.

5.5 In the event of a breakdown or delay, standby time shall be paid for the first one-half (1/2) hour at the employees' regular straight time rate. At the end of one-half (1/2) hour of straight time pay, employees will stand by for an additional one-half (1/2) hour at one-half (1/2) their regular straight time rate. At the end of the one (1) hour period since the breakdown or delay, the Employer shall either dismiss the crew for the day or return the crew to straight time pay. In the event of delay due to Acts of God, such as power



failure, fire, flood, earthquake, employees will stand by for one-half (1/2) hour at no pay, and thereafter shall stand by and be paid at one-half (1/2) the employees' straight time rate.

5.6 Any employee who is scheduled or called to work, and reports, shall receive four (4) hours work or four (4) hours pay at the proper wage rate, except this guarantee shall not apply if work is unavailable due to Acts of God or power failure, including but not limited to fire, flood, earthquake, etc. In these cases, the actual time worked shall be paid for. Before completion of their last scheduled work day, employees shall be advised as to their next reporting time if different from the current day. The Employer may cancel a shift up to one (1) hour before scheduled start up time.

5.7 When work is performed on six (6) days in one week, time and one-half (1-1/2) shall be paid on the sixth day; provided that any employee who has missed a scheduled work day during said week shall not be entitled to pay at the overtime rate of time and one-half (1-1/2).

### 5.8 Swing and Night Shifts

5.8.1 In addition to a regular Day shift, the Employer may establish a second (Swing) or third (night) shift. For the purpose of this Article, "Day shift" shall refer to a shift scheduled from 7:00 a.m. to 3:00 p.m. "Swing shift" shall refer to a shift from 3:00 p.m. to 11:00 p.m. and "Night shift" shall refer to a shift from 11:00 p.m. to 7:00 a.m.

The following rules shall apply whenever the Employer schedules either a Swing and/or a Night Shift:

5.8.2 Time Off - Employees shall have a minimum of ten (10) hours rest between the end of the shift and the beginning of the next shift for which they are scheduled to work. However, if an Employee is called in before ten (10) hours of rest, the remaining difference shall be paid for by the Employer one and one half (1-1/2) times the rate until the ten (10) hour rest period is reached.

5.8.3 Notice of Shift - The Employer shall notify all affected employees of the establishment of either a Swing or a Night shift by the posting of a notice at least two (2) weeks prior to the first scheduled day of the shift. Such posting will include a brief description of the nature of the work to be performed and the work classifications of the new shift and anticipated work schedules of the shift. Employees interested in working on the shift will have an opportunity to sign a list notifying the Employer of their desire to work on the shift within five (5) work days of the posting of the notice.

5.8.4 Shift Preference Based on Seniority - Employees shall have the right to select their preference of work on any scheduled shift (Day, Swing or Night if applicable) on the basis of seniority, provided that employees shall be permitted only to select work available on a shift which is in the work area and classification which the employee is regularly employed. The Employer shall be entitled to designate qualified employees to fill any shift work which an insufficient number of employees have volunteered, on the basis of inverse seniority.

5.8.5 Transfers Between Established Shifts - Transfers between shifts shall be handled according to section 3.2.

5.8.6 If Management request that an employee work temporarily on a swing or night shift the employee shall be guaranteed the same number of hours worked by other employees in the same classification and department on the day shift.

5.8.7 Shift Premium - Employees working on the shift designated as “Swing shift” will receive twenty-five (\$0.25) cents premium per hour. Employees working on the shift designated as “Night shift” will receive thirty-five cents (\$.35) premium per hour. To be eligible for shift premium pay, the employee must work the majority of the hours of the designated shift. This shift premium is not intended to pyramid.

5.9 Notice of Overtime Work - The employer will notify all affected employees of the requirement to work overtime on a particular shift on a work day by the posting of a notice prior to the scheduled lunch period for the shift, subject to reasonable changes necessitated by circumstances not known to the Employer at the time of posting the notice. The employer will notify all affected employees of the requirement to work overtime on Saturday and/or Sunday by the posting of a notice prior to the scheduled lunch period on Thursday of each week, subject to reasonable changes necessitated by circumstances not known to the Employer at the time of posting the notice. The Employer agrees to provide the most accurate information available regarding overtime expectations at the time the notice is posted. Such postings will include the anticipated length of overtime to be performed that day and work classifications that will be required to work overtime. Examples of “reasonable changes” that may lead to overtime work not being posted prior to the lunch period include, but are not limited to Acts of God, late customer orders not anticipated by the Employer, power failures, equipment breakdowns, bird health, fire, flooding, and earthquake. Overtime will be assigned according to Article 3.3 of this collective bargaining agreement.

## **ARTICLE 6 - REST AND LUNCH PERIOD**

6.1 All employees shall be granted a fifteen (15) minute rest period in each four (4) or five (5) hour shift which shall be as nearly as practicable in the middle of each shift, but within two and one-half (2-1/2) hours after the shift starts. Employees will be provided with seventeen (17) minutes of paid time off the line to take the break. The additional two (2) minutes of paid time in addition to the fifteen (15) minute rest period are provided to allow employees to conduct any required donning and doffing before and after the rest period. Employees who are tied to a production line operation may be relieved by rotation for a seventeen (17) minute rest period each four (4) hour shift. All other employees will be allowed equivalent time in an informal manner. If an employee is scheduled to work more than one hour beyond the end of the regular eight (8) hour shift, the employee shall be given an additional seventeen (17) minutes off the line to take a fifteen (15) minute rest period at the end of nine (9) hours of work. When a rest period is given at nine (9) hours of work and the employees work beyond ten hours, an additional rest period will be given at ten (10) hours.

6.2 Employees will be provided with 34 minutes off the line to take the lunch break. The additional four (4) minutes are provided to allow employees to conduct any required donning and doffing before and after the lunch period. Lunch time may be rescheduled as much as thirty (30) minutes in either direction to fit operating conditions. In no event shall the established length of the lunch period be changed without prior agreement between the Union and the Employer.

## **ARTICLE 7 - HOLIDAYS**

7.1 The following shall be recognized as holidays with pay for regular full time employees: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Should a holiday fall on a Sunday, the Friday preceding or the Monday following the holiday shall be observed as the holiday. The Employer agrees to post a notice as to which day will be observed two (2) weeks prior to the holiday. Employees must complete sixty (60) days continuous employment to be eligible for holiday pay. Holiday pay will be paid at the employee's regular straight-time hourly rate, plus any shift premium payable to the employee's regular shift.

7.2 It is agreed that employees with seniority shall receive eight (8) hours holiday pay provided he/she worked the scheduled day prior to the holiday, on the holiday if work is scheduled, and the scheduled day following the holiday provided the employee has worked within the seven (7) calendar day period preceding the holiday. Exception will be made in cases where absence on the day prior or the day following was due to scheduled and preapproved PTO, layoff, an industrial accident, jury duty and paid funeral leave or paid sick leave. Exceptions in other cases will be made only at the sole discretion of the Employer. Scheduled day means the employees missed less than one (1) hour of the work scheduled.

7.3 Any work performed on the holidays shall be paid at the rate of double time in addition to holiday pay.

7.4 In a holiday week, thirty-two (32) hours shall constitute a week's work.

## **ARTICLE 8 – PAID TIME OFF**

8.1 The Company will provide paid time off which may be used by employees for vacation, personal days, absences occasioned by work, school, or child care facility closure by order of a public official for health-related reasons, personal illness, time off for family illness, absences that qualify for leave under the state Domestic Violence Act, and any other reason required by applicable state or federal law. Accrued unused paid time off will be available for use beginning on the employee's ninetieth (90<sup>th</sup>) day of employment and will be paid at the employee's regular straight-time rate (plus any shift premium payable to the employee's regular shift) based on the following accrual schedule:

First year of employment	1 hour of paid time off for every 40 Hours worked as an employee
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After 1 year of employment	56 hours or the minimum required By Washington law, whichever is greater
After 2 years of employment	96 hours of paid time off
After 3 years of employment	120 hours of paid time off
After 7 years of employment	160 hours of paid time off
After 12 years of employment	200 hours of paid time off

8.2 Employees may carry over up to 40 hours of unused PTO from one year to the following year.

8.3 Employees who resign or are terminated (discharge for dishonesty excepted) after the first ninety (90) days of employment and prior to their next anniversary date of employment shall be entitled to vacation pay based on their actual accrual at the time of resignation/termination.

8.4 Vacation Scheduling – When PTO is used for vacation, the following rules apply:

8.4.1 Employees whose vacations are scheduled during a holiday week shall receive holiday pay provided for under the terms of this Agreement in addition to vacation. The Employer may provide an extra days pay or an extra day off with pay in addition to vacation.

8.4.2 The Employer, subject to job requirements, will recognize seniority in scheduling vacations. In the case of the same seniority date, vacations will be scheduled by draw between the affected employees.

8.4.3 The Employer shall post a vacation schedule during the month of January of each year for the purpose of scheduling vacation for the period March 1 through February 28 of the following year. The Employer reserves the right to limit the number of employees off on vacation at any one time. Responses to these vacation requests shall be received within fifteen (15) days of the end of January.

8.4.4 All requests for vacations submitted outside the bidding period will be considered on a first come first served basis. Vacation requests must be submitted in writing and shall be responded to within fourteen (14) days after receipt of the request.

8.4.5 Once approved by management, scheduled vacation may only be changed with the mutual consent of the employee and management, except in an emergency situation.

8.4.6 Employees with five (5) or more years of service may exercise the option to use one (1) week of vacation in eight (8) hour increments and/or cash out in lieu of time off the equivalent of one week of vacation per calendar year.

8.4.7 Unused paid time off shall not be converted to cash except as provided in 8.4.6. Employees are responsible to schedule their vacation or be assigned time off as available in the department vacation calendar.

8.4.8 Employees shall not be required to work overtime on the Friday prior to or work on the Saturday prior to a scheduled vacation.

8.4.9 Upon written request made by an employee at least two weeks prior to the commencement of the employee's scheduled vacation, the Employer will deliver to the employee on the last payroll date prior to scheduled vacation, a separate check for the employee's accrued vacation pay. This separate vacation check will not be combined with the employee's regular payroll check. If the employee fails to provide the above notice within the specified period above, a separate vacation check for the employee's accrued vacation pay will be delivered to the employee on the next regular payroll following the employee's return from vacation.

8.5 When PTO is used for a purpose other than vacation, exceeding 3 days, the Employer may require verification that an employee's use of PTO is for an authorized purpose. Such verification must be provided within a reasonable time during or after the leave.

8.6 PTO shall be integrated with disability benefits provided pursuant to Article 9 or the Washington State Labor and Industries Workers' Compensation Temporary Disability Compensation Schedule of benefits. However, the coordination of the PTO and the Employer's disability benefits or the State disability daily benefits shall not exceed one hundred (100%) percent of the regular daily rate at straight time for any one day. Any portion of PTO allowance not received by the employee by reason of any such reduction shall be retained in his employee PTO bank.

## **ARTICLE 9 - HEALTH AND WELFARE**

9.1 The Employer agrees to maintain health insurance coverage, as well as additional standard health and welfare benefits (currently consisting of short-term disability, Basic Life, supplemental life insurance, optional spousal supplemental life insurance, optional AD&D coverage, and optional spousal AD&D coverage) for bargaining unit employees on the same basis as non-bargaining unit employees. The Basic Life and short-term disability benefits of the health plan will be provided without cost to the employees and employees may not waive those benefits.

9.2 The Employer agrees to maintain the employee contribution rate for bargaining unit employees on the same basis as non-bargaining unit employees. Employees will not be required to pay more than 25% of any health and welfare benefit cost increase.

9.3 Benefits and employee contributions will meet the requirements of any applicable federal legislation.

9.4 Health Care benefits and employee contribution are described in Appendix B.

9.5 Documents - Forms, booklets and other documents concerning the Health and Welfare Plan will be furnished by the Employer to the Union and to the employees at open enrollment and other such times as requested by the employees.

9.6 Open Enrollment - Open enrollment will be conducted annually during September through November of each calendar year.

9.7 Health Plan Modifications - Employer or Union may request that Article 9 of the new contract be modified for the purpose of amending scheduled benefits, deductibles, co-pays, or cost-related provisions of the Health Plan in an effort to obtain a mutually agreeable lower-cost health plan if the projected average of the monthly premiums for all categories of coverage (i.e., employee, spouse, child, additional children) the Health Plan for any plan exceeds the average of the monthly premiums for the previous plan year by more than twenty-five (25) percent. No later than thirty (30) days prior to the deadline for renewal of the Health Plan for the succeeding plan year, the Employer will deliver to the Union notice of an increase in the projected average of the monthly premiums for all categories of coverage of the Health Plan for any plan that exceeds by more than 25% the average of the monthly premiums for the previous plan year.

9.8 Opt-Out Policies - To the extent permitted by the provisions of the Health Plan, employees will be permitted to elect not to participate in the Health Plan only during the open enrollment period and at other times and under other circumstances described in the Health Plan documents. Employees may not elect to waive coverage under the Health Plan for benefits on a pay-by-plan basis and must elect to participate in all of the plans or none of the plans. Employees will not be required to elect coverage for spouses and other dependents unless required by Court order.

9.9 Termination of Employment - An employee whose employment with the Employer terminates will be ineligible for all benefits under the health plan beginning on the first day following the date of termination, unless a COBRA payment is made by the employee as required by COBRA.

#### **ARTICLE 10- RETIREMENT PROGRAM -401K**

10.1 Defined Benefit Plan - The Employer agrees to provide and pay all administrative costs and other expenses for a defined benefit retirement plan ("Defined Benefit Plan") for the employees in the bargaining unit. The Defined Benefit Plan is managed by the Employer, and funded by a group deposit administration annuity contract underwritten by the Bankers Life Company, Des Moines, Iowa. The defined benefit plan will be frozen for all future accruals effective March 1, 2008. Additionally, the Defined Benefit Plan will not allow any new entries effective March 1, 2008. Provisions of the Defined Benefit Plan are summarized in the appended plan specifications. The Plan as a qualified retirement plan

status under provisions of the Employee Retirement Income Security Act of 1974, and other applicable provisions of the Internal Revenue Code.

10.2 401k - Employees meeting eligibility requirements may choose to contribute up to one hundred percent (100%) of his/her pay each pay period to the maximum dollar amount allowed by the IRS for each calendar year of the Agreement. The employer will match one hundred percent (100%) of the first three percent (3%) of pay the Employee contributes to the plan through salary deferral, plus fifty percent (50%) of the next two percent (2%) the Employee defers. The Employer's matching contribution will be made on a pay period basis. After January 1, 2018 this match shall be increased. Effective January 1, 2018, employees will be eligible to participate in the Perdue Savings Plan on the same terms and conditions as the non-collectively bargained associates. For employees meeting the year of service eligibility requirement, the Employer will match one hundred percent (100%) of the first five percent (5%) of eligible pay the employee contributes to the Plan through salary deferral. The Employer's matching contribution will be made on a pay period basis.

10.2.1 Employees are responsible for investing in their 401(k) account balance (both employee and employer options) by choosing among several fund options. A summary plan description shall be provided to each employee participating in the plan described in Section 10.2 above and statements shall be furnished to each eligible employee in accordance with ERISA requirements.

10.3 "Hours Worked" under both plans provided in Article 10 shall mean straight time hours worked by the employee, and shall include vacation hours pursuant to Section 8.8 of this Agreement.

## **ARTICLE 11 - NON-DISCRIMINATION**

11.1 The parties to this Agreement acknowledge their responsibilities under Title VII of the CIVIL RIGHTS ACT of 1964 and the AGE DISCRIMINATION IN EMPLOYMENT ACT of 1967, and do hereby agree not to discriminate on the basis of race, color, religion, sex, national origin, or race. Any reference to gender is for illustration only.

## **ARTICLE 12 - FUNERAL LEAVE**

12.1 Employees who have been in the employ of the Employer for sixty (60) days covered by this Agreement, who suffer a death in his/her family, shall be allowed time off and shall be compensated for lost straight time pay provided the employee attends the funeral. The employee shall be compensated for three (3) working days in the event of the death of a member of the employee's immediate family. Immediate family is defined as the employee's spouse, child, parent, brother, sister, stepmother, stepfather, stepchildren, grandmother, grandfather, mother-in-law, father-in-law, and registered domestic partner.

12.2 Funeral leave will be paid only with respect to a work day on which the employee would otherwise have worked and shall not apply to an employee's day off, holidays, vacation, or any other day in which the employee would not in any event have worked.

### **ARTICLE 13 - JURY DUTY**

13.1 Regular employees, who have been in the employ of the Employer for one (1) year covered by this Agreement that are called for jury service in any municipal, county, state, or federal court shall advise the Employer upon receipt of the call, and if taken from work shall be reimbursed for loss of wages while actually performing such service, provided they exhibit to the Employer the check or voucher. The reimbursement shall be the difference between the regular pay for the hours missed and the jury pay.

### **ARTICLE 14 - GENERAL CONDITIONS**

14.1 The Employer agrees to maintain its building in such repair as to protect employees from undue exposure to cold. Temperatures should be maintained at the maximum allowed by USDA.

14.2 The Employer shall bear the expense of furnishing aprons smocks, coveralls, etc. and laundering same. Necessary safety equipment and protective clothing shall be furnished by the Employer. Gloves shall be furnished to employees handling the chilled product, final inspection employees, cooler storage room employees, the cut-up line through the sawyers, and the clean-up crew. Upon request, Employer will provide each employee with one set of earplugs and/or a hair net and will exchange new earplugs and hair nets for worn plugs and hair nets, without cost. Should the Employer decide to provide disposable coveralls aprons gloves etc. workers shall not be unreasonably limited in the number of such disposable garments furnished each shift.

14.2.1 For employees hired after the date of this agreement, the Company will issue newly hired employees a pair of rubber boots. Additionally, the Company shall provide maintenance employees replacement safety-toed work boots annually from a list of options to be ordered by the Company.

14.3 The Employer agrees to display the Union Shop Card of the United Food and Commercial Workers, which is the property of the Union, cannot be sold, and can be withdrawn from the plant for violation of this Agreement. Where no contract is signed, the Union Card, when displayed, is considered as willingness to abide by the terms of this Agreement of the Union.

14.4 After advising management, the Business Representative of the Union shall be allowed access to the plant to investigate working conditions to see that this Agreement is in full force and effect, provided that no conferences and meetings between employees and Union representatives shall in any way obstruct the normal flow of work.

14.5 All necessary knives and tools will be furnished by the Employer. Sharpening and maintenance of knives and tools will be done at the Employer's expense.



14.6 There shall be no individual agreements between the Employer and employee except for wages above the minimum rate.

14.7 Bulletin board shall be furnished in the plant on which bulletins of the Union relating to Union activities may be posted. No argumentative material relating to any controversy between the Employer and the Union shall be posted. The Union agrees not to post material other than notice of Union meetings and activities without the consent of the Employer.

14.8 If an employee is injured to such an extent as to require the services of a doctor, and the doctor believes that said employee should not return to work, the employee's total compensation for that day shall be a sum equal to the straight time hours worked by the department or classified rate of pay. An employee who requires a doctor's services and then returns to work shall lose no pay. Employees not returning to work must advise the Employer immediately.

14.9 The Union reserves the right to discipline its members for violation of this Agreement.

14.10 There shall be no free or time off-the clock work practices under this Agreement. Any employee found by the Employer, or the Union, to be engaging in such unauthorized practice, shall be subject to discipline which may include termination.

14.11 The Managers and Assistant Managers shall act in a supervisory capacity and shall not perform the physical tasks of regular employees on the job; except,

14.11.1 In emergency cases when additional employees are not on the job or readily or quickly obtainable;

14.11.2 In the instruction of employees;

14.11.3 To make sure the proper performance of work and the proper operation of equipment;

14.11.4 To protect company property;

14.11.5 To maintain familiarization with plant equipment;

14.11.6 To perform work of an experimental nature; and

14.11.7 To ensure the safety of employees.

14.12 The Employer shall pay employees on a weekly basis with pay day being Friday. The pay check will be for hours worked the preceding week.

14.13 The Employer shall bear the expense of furnishing and laundering coveralls for maintenance employees. The Employer shall bear the expense of furnishing (but not laundering) two (2) sets of coveralls for live receiving, kill tunnel employees, and for all full-time cooler employees. The Employer agrees to exchange newcoveralls for worn (but not abused) coveralls returned by live receiving, kill tunnel and cooler employees one (1) year from date of issuance or exchange of coveralls to be exchanged.

14.14 The Employer agrees to notify the Union of the sale and/or closure of the processing plant at least thirty (30) days in advance.

### **ARTICLE 15 - 4/10 Hour Days Work Week**

15.1 As an alternative to the work week set forth in Article 5 above, the Employer may schedule any employees to work four (4) ten (10) hour days per week (4/10 hour week). The following rules shall apply to any employees scheduled to work a 4/10 hour week.

15.1.1 Minimum Daily Hours - Any employee who is scheduled or is called to work, during a scheduled 4/10 hour week, and reports, shall receive six (6) hours of work or six (6) hours pay at the proper wage rate, except this guarantee shall not apply if work is unavailable due to Acts of God or power failure, including but not limited to fire, flood, earthquake, etc. In these cases, the actual time worked shall be paid for. Before completion of their last scheduled work day, employees shall be advised as to their next reporting time if different from the current day. The Employer may cancel a shift up to one (1) hour before scheduled start up time.

15.1.2 Voluntary Hours - All work after twelve (12) hours per day shall be voluntary.

15.2 Rest Periods - All employees shall be granted three (3) fifteen (15) minute rest periods during a ten (10) hour shift which shall be, as nearly as practicable, scheduled along with the lunch period evenly during the shift, but with the first rest period within two and one-half (2 %) hours after the shift starts.

15.2.1 If an employee is scheduled to work more than one (1) hour beyond the end of the regular ten (10) hour shift, the employee shall be given an additional fifteen (15) minute rest period at the end of the regular ten (10) hour shift. For each full two (2) hours of overtime work, not including rest period time, an employee shall be entitled to an additional fifteen (15) minute rest period.

15.3 Holidays -As an alternative to the provisions of 7.3 and 7.5:

15.3.1 On a holiday week, for employees who are scheduled for a 4/10 hour week, forty (40) hours worked shall constitute a week's work for purposes of computing overtime pay. Employees called to work for a fifth (5th) or sixth (6th) day shall receive overtime pay.

15.3.2 It is agreed that the employees with seniority shall receive ten (10) hours holiday pay provided he/she worked the scheduled day prior to the holiday, on the holiday if work is scheduled,

and the scheduled day following the holiday provided the employees has worked within the seven (7) calendar day period preceding the holiday. Exceptions will be made in cases where absence on the day prior or the day following was due to layoff, industrial accident, jury duty and/or paid funeral leave. Exceptions in other cases will be made at the sole discretion of the employer. Scheduled day means the Employee missed less than one (1) hour of the work schedule.

#### 15.4 Scheduling Work

15.4.1 The Employer shall notify all affected employees of any schedule change, including a change from an eight (8) hour day work week to 4/10 hour week, or vice versa, by the posting of a notice on or before noon on Thursday of the week preceding the scheduling change. This notice shall specify: (a) the work are involved (e.g., maintenance, evisceration, cut-up, packaging, and/or shipping and receiving), (b) the number of employees required for each work area, and (c) the scheduled work days and hours.

15.4.2 Prior to 5:00 p.m. on the date of posting a schedule change notice, employees shall have the right to sign up to perform any work specified on the notice on the basis of seniority, provided that employees shall be permitted only to sign up for work in the area or classification regularly employed. For example, if Employer schedules eighty (80) cut-up employees for a Tuesday through Friday work week, only employees who regularly work in the cut-up area will be permitted to sign up for that work. The Employer shall be entitled to designate employees to fill any work schedule for which an insufficient number of volunteers have signed up, on the basis of inverse seniority and shall post the work schedule for the following week by the start of work the day following the initial posting of the schedule notice.

15.4.3 Employer shall schedule work during any 4/10 hour week to provide a minimum of two (2) consecutive days off; however, Employer shall not be required to schedule work on four (4) consecutive days. The daily schedule of hours shall be subject to reasonable changes necessitated by circumstances not known to Employer at the time of posting the notice provided that employees shall be advised as to their next reporting time if different from the current day before completion of their last scheduled work day.

### **ARTICLE 16 - WAGES**

16.1 Anyone receiving more than the minimum rates or conditions established herein shall suffer no loss as a result of this Agreement. When an employee has no work to perform in his/her assigned job, the Employer may request employees accept other work on the basis of seniority. Employees who voluntarily accept extra work will be paid at the prevailing rate for the assigned work. Employees who are required to temporarily accept a lower rate job assignment shall be paid at their regular rate of pay.

16.2 Upon rehiring within six months of the most recent date of employment, or upon returning to work from a leave of absence granted by the Employer, the employee shall be given credit for all past experience

as to classifications and rates of pay. If any employee is hired who claims to have experience in the industry, but whose work is unsatisfactory, by mutual agreement between the Employer and the Union, the employee in question will be reclassified as inexperienced.

16.3 An employee shall receive the lead rate of pay only if the assigned employee is directed by management to assume the supervisory responsibility in that position but not if he/she assumes only the physical tasks performed in that position.

16.4 Minimum rates of Pay- Progression pay increases outlined in this agreement will be effective the first day of the week following each progression period.

16.5 Maintenance Department - Employer reserves the right to establish job descriptions and to determine the proper number of mechanics in each classification. Any decision concerning filling of positions, ability to perform work and/or movement to a higher classification will be made at the sole discretion of management and shall not be subject to grievance and arbitration procedures.

16.6 In the event that the Employer hires new employees in any classification except Maintenance or Shipping at a higher wage rate than provided for in the contract, the higher wage shall thereafter constitute the new wage rate for that classification and all other classifications which had been below that higher rate. Thereafter all employees in the affected classification shall receive any step increases after working the designated time in step for that classification.

## **ARTICLE 17 - GRIEVANCE AND ARBITRATION PROCEDURE**

17.1 All matters pertaining to the proper application and interpretation of this Agreement, or any dispute or grievance arising hereunder, shall be adjusted by the accredited representative of the Employer and the accredited representative of the Union. In the event of the failure of these parties to reach a satisfactory adjustment, the matter shall be referred for adjustment to a Labor Relations Committee consisting of two (2) Employer members and two (2) Union members.

17.2 In the event the Labor Relations Committee is unable to resolve the dispute within fifteen (15) days, it shall be referred to an impartial arbitrator whose decision shall be final and binding upon the parties; provided, however, that nothing herein contained shall empower the arbitrator to add to, delete from, or otherwise modify the terms of this Agreement. All grievances or disputes submitted to arbitration shall constitute a properly arbitral issue under this Agreement and shall not be based on any issue or contention by either party which is contrary to the terms of this Agreement.

17.3 Whenever it becomes necessary to select an impartial arbitrator as required by this section, the Labor Relations Committee shall endeavor to make such selection by mutual agreement. In the event of failure to agree, the Federal Mediation and Conciliation Service shall be requested to submit a list of eleven (11) qualified and approved arbitrators. The arbitrator shall then be selected by each side alternately striking one name from the list until one name remains.

17.4 All fees and expenses of the Labor Relations Committee and arbitrator shall be borne equally by the Union and the Employer.

17.5 No grievance or claim of violation of this Agreement shall be recognized unless presented in writing within thirty (30) days from the date of its occurrence.

17.6 While this Agreement is in effect, except for the failure of either party to abide by a decision of the Labor Relations Committee or arbitrator, there shall be no lockout by the Employer and there shall be no strikes, slowdowns, picketing, work stoppage, or boycotts by the Union or its members; provided however, the Union reserves the right to respect the picket line of other Unions.

#### **ARTICLE 18 - NO STRIKE - NO LOCKOUT**

18.1 While this Agreement is in effect, except for the failure of either party to abide by a decision of the Labor Relations Committee or arbitrator, there shall be no lock out by the Employer and there shall be no strikes, slowdowns, picketing, work stoppage, or boycotts by the Union or its members; provided, however, the Union reserves the right to respect the picket line of other Unions.

#### **ARTICLE 19 - SAVINGS CLAUSE**

19.1 In the event any provision of this Agreement is subsequently found to be in conflict with any federal or state law, the parties shall meet and enter into negotiations to revise and amend such provision to conform to the law. However, any such conflict shall not invalidate any other provision of this Agreement.

#### **ARTICLE 20 - NEW METHODS**

20.1 Fifteen (15) days prior to the introduction of any new method of operation in the bargaining unit that creates the need of a new work classification and rate of pay for such new classification, the Employer shall notify the Union of any such new method, including a description of the work to be performed and the wage rate to be assigned.

20.2 Any question as to the adequacy of the wage rate established for a new job classification shall be presented in writing by the Union within thirty (30) calendar days following the introduction of a new method of operation and shall be subject to the grievance procedure as set forth in this Agreement. If, through the procedure of negotiation or arbitration, it is determined that the wage rate originally assigned by the Employer should be adjusted, such adjustment shall be retroactive to the date that such new method was put into effect

**ARTICLE 21 - DURATION OF AGREEMENT**

21.1 This Agreement shall be effective on March 31, 2021 and shall remain in full force and effect to and including the 31st day of March, 2025, and shall continue thereafter from year to year unless at least sixty (60) days prior to the 31st day of March, 2025, or to the 31st day of March of any subsequent year, either party shall file written notice with the other of its desire to amend, modify or terminate this Agreement.

In witness whereof, the parties hereto have executed this Agreement this 29th Day of October, 2021.

Draper Valley Farms  
Mt. Vernon, WA

United Food & Commercial  
Workers, Local Union No. 21

By  \_\_\_\_\_

By  \_\_\_\_\_

Date 10/29/21

Date 9-22-2021

By \_\_\_\_\_

By  \_\_\_\_\_

Date \_\_\_\_\_

Date 9-22-2021

### APPENDIX A- WAGE RATES

<b>Position</b>	4/1/2020	3/1/2021	4/1/2022	4/1/2023	4/1/2024
Live Hanger	\$17.30	\$18.30	\$19.05	\$19.55	\$20.30
Production Worker	\$14.30	\$15.30	\$16.05	\$16.55	\$17.30
Dock Workers (Plant)	\$14.80	\$15.80	\$16.55	\$17.05	\$17.80
Quality Control	\$14.65	\$15.65	\$16.40	\$16.90	\$17.65
Machine Operator	\$14.80	\$15.80	\$16.55	\$17.05	\$17.80
White Meat Debone	\$14.80	\$15.80	\$16.55	\$17.05	\$17.80
Material Handler	\$14.55	\$15.55	\$16.30	\$16.80	\$17.55
Forklift Driver	\$14.80	\$15.80	\$16.55	\$17.05	\$17.80
Knife Sharpener	\$14.40	\$15.40	\$16.15	\$16.65	\$17.40
Pallet Jack Operator	\$14.40	\$15.40	\$16.15	\$16.65	\$17.40
Yard Goat Driver	\$18.50	\$19.50	\$20.25	\$20.75	\$21.50
Electrician	\$24.31	\$25.31	\$26.06	\$26.56	\$27.31
Maintenance Level A	\$22.77	\$23.77	\$24.52	\$25.02	\$25.77
Maintenance Level B	\$20.77	\$21.77	\$22.52	\$23.02	\$23.77
Maintenance Level C	\$19.77	\$20.77	\$21.52	\$22.02	\$22.77
Outside Maintenance/Facility	\$17.30	\$18.30	\$19.05	\$19.55	\$20.30
Lube & Fingers	\$17.42	\$18.42	\$19.17	\$19.67	\$20.42
Wastewater	\$17.45	\$18.45	\$19.20	\$19.70	\$20.45
Production Worker - DC	\$14.30	\$15.30	\$16.05	\$16.55	\$17.30
Machine Operator - DC	\$14.80	\$15.80	\$16.55	\$17.05	\$17.80
Material Handler/Loader - DC	\$14.55	\$15.55	\$16.30	\$16.80	\$17.55
Shipping/Receiving/Inventory	\$14.80	\$15.80	\$16.55	\$17.05	\$17.80
Hand Scale Operator	\$14.45	\$15.45	\$16.20	\$16.70	\$17.45

<b>Date of Hire</b>	\$13.50	\$14.50	\$15.25	\$15.75	\$16.50
<b>1st of week following 30 Days</b>	\$13.60	\$14.60	\$15.35	\$15.85	\$16.60
<b>1st of week following 90 days</b>	Full Rate	Full Rate	Full Rate	Full Rate	Full Rate

\* The wage rates set forth in the contract are minimum rates which the Company may increase at its discretion, including by implementing scheduled increases on dates earlier than indicated. In the event the Company accelerates such across-the-board wage increases in such manner, the Company will give notice to the Union at least two weeks prior to the implementation.

**Appendix B Health Plan  
Memorandum of Understanding Between  
United Food & Commercial Workers Union Local 21  
And  
Draper Valley Farms**

This understanding is entered into by and between United Food & Commercial Workers Union Local 21, hereinafter referred to as the Union, and Draper Valley Farms, hereinafter referred to as the Employer.

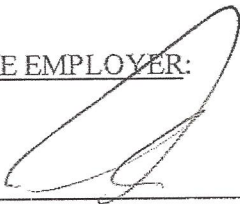
The following understanding will apply during the current Collective Bargaining Agreement effective October 30, 2017 through March 31, 2021.

The Employer and the Union have discussed concerns brought forth by associates regarding line speed. Production lines should operate at speeds consistent with good workmanship, quality of production and safety of employees.

The Employer and the Union agree that members of the associate safety committee will be trained to monitor line speed and will be allowed to monitor line speed if and when concerns are brought to their attention. The safety committee member will inform the line supervisor of the speed and may also report at the next safety committee meeting. A Union Trainer will be allowed to participate and conduct the training at a time agreed upon by the Employer and the Union. A Union representative may attend safety committee meetings to discuss any concerns regarding line speeds.

The Employer and the Union agree that line speed and staffing may be discussed at Labor Management meetings.

FOR THE EMPLOYER:



Date 10/29/21

FOR THE UNION:



Date 9-22-2021



**MEMORANDUM OF UNDERSTANDING**

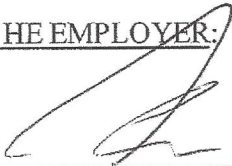
This understanding is entered into by and between United Food and Commercial Workers Union Local 21 ("Union") and Draper Valley Farms ("Employer").

The Employer will notify the Union of the expiration of work authorization for bargaining unit members as it receives such notifications (typically such notifications are received 90 days prior to the expiration of an employee's work authorization).

The employer will notify the Union upon receipt of any Social Security number discrepancy or no-match related to a bargaining unit employee.

This memorandum of understanding will apply during the collective bargaining agreement in effect from October 30, 2017 to March 31, 2021.

FOR THE EMPLOYER:



Date 10/29/21

FOR THE UNION:



Date 9-22-2021

**Letter of Understanding  
Successor CBA Negotiations**

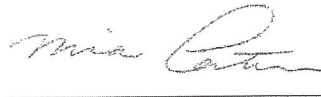
Should either party decide to open the Agreement pursuant to Article 21, the Parties hereby agree that such successor negotiations shall thereafter commence no later than December 15, 2024.

FOR THE EMPLOYER:

  
\_\_\_\_\_

Date 10/29/21

FOR THE UNION:

  
\_\_\_\_\_

Date 9-22-2021

# 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](http://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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**Seattle: 5030 First Ave S, Suite 200, Seattle, WA 98134-2438  
Phone 206-436-0210 / 800-732-1188, Fax 206-436-6700**

**Mt. Vernon: 1510 N 18th St, Mt Vernon, WA 98273-2604, Phone 360-424-5655, Fax 360-424-7909  
Silverdale: 3888 NW Randall Way #105, Silverdale, WA 98383, Phone 360-698-2341, Fax 360-662-1979  
Spokane: 2805 N Market St, Spokane, WA 99207, Phone 509-340-7369, Fax 509-624-1188**