

Agreement by and between
UFCW 3000
and
Puget Consumers Co-op

Meat

Effective through: 12-31-2023

UFCW3000

Faye Guenther, President • Joe Mizrahi, Secretary-Treasurer





WEINGARTEN RIGHTS

Your Right to Union Representation

You have the right to union representation if you are called to a meeting with management that could lead to discipline.

"I understand that this proceeding is for the purpose of investigating whether I may receive discipline. Therefore, I request that a union representative be present on my behalf before this proceeding continues. If you insist that the proceeding continue without allowing me union representation, I hereby protest your denial of rights guaranteed to me under federal labor law."

Weingarten rights were won in a 1975 Supreme Court decision with these basic guidelines:

-  You must make a clear request for union representation either before or during the interview. Managers do not have to inform employees of their rights.
-  Management cannot retaliate against an employee requesting representation.
-  Management must delay questioning until the union steward arrives.
-  It is against Federal Law for management to deny an employee's request for a steward and continue with an interrogation. In this case, an employee can refuse to answer management's questions.

Discipline? Contract violations?

Call the Member Resource Center

If you or a coworker need help regarding an Investigatory Meeting, are facing Discipline or Corrective Action, or need to report Contract Violations our MRC Representatives will work with you on a plan of action.

Call the Member Resource Center at: 1-866-210-3000

**Agreement
by and between
Puget Consumers' Co-op
and**

United Food and Commercial Workers Union Local No. 21

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**MEAT
Agreement
by and between
Puget Consumers' Co-op
and**

United Food and Commercial Workers Union Local No. 21

This Agreement is made by and between Puget Consumers' Co-op (the Employer), for meat markets in the stores listed in Appendix "A", and United Food and Commercial Workers Union Local No. 21 (the Union). It is the intent and purpose of the parties hereto that this Agreement shall promote and improve the industrial and economic relationship between the Company and the Union and its members as set forth herein, and to set forth herein rates of pay, hours of work, and other conditions of employment to be observed between the parties hereto.

ARTICLE 1 - CONDITIONS OF EMPLOYMENT

- 1.1 The Employer hereby recognizes, during the term of this Agreement, United Food and Commercial Workers Union Local No. 21 (the Union), as the sole and exclusive collective bargaining agency for all employees of the Employer whose job classification is set forth in this Agreement.
- 1.2 The Union for and on behalf of its members, hereby recognizes during the term of this Agreement the Employer as the sole and exclusive collective bargaining agency for all stores who are designated as parties to this Agreement.
- 1.3 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, including but not limited to any family member or owner, (except as provided for in section 15.02) performing work coming under the terms of this Agreement shall make application to join the Union within thirty-one (31) days following the date of employment or within thirty-one (31) days following the 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. The Employer shall discharge any employee to whom the Union, through its business agent, delivers to the Employer a written notice that such employee is not in good standing. The Union agrees to hold the Employer harmless for discharges made pursuant to this section. The Employer shall inform employees of the foregoing requirement at the time they are employed.
- 1.4 Check off: PCC agrees to deduct from the salary or wages of all staff the initiation fee and dues of the Union and agrees to remit to the Union all such deductions prior to the end of the month for which the deductions are made, provided, however, prior to making any such deductions, PCC shall have received from each staff person on whose account such deductions are made advanced written authorization or assignment to do so.
- 1.5 Active Ballot Club Check-off: The Employer agrees to deduct contributions in an amount designated by the employee from the paychecks of those employees whose individual written unrevoked authorizations are on file with the Employer and to transmit the amount so deducted to the Union. Said deduction authorization shall be in such form as to conform with governing Federal and State laws applicable to Political Action Committees (PAC). Deductions shall be administered according to guidelines established by the Employer.
- 1.6 PCC shall supply to the Union on a monthly basis a list of all employees covered by this Agreement. The list shall be sent electronically and shall include the employee's name, address, phone number, department, job classification, date of hire, social security number, wage rate, work location, hours worked, company employee id number, and gross income for the previous month. Each month PCC will also include an electronic list of new hires and terminations during previous month. The new hire list shall include all information listed above. The termination list shall include the effective date of termination. Provided, however, the two lists can be combined into one list if the Employer identifies the new employees and the terminated employees on the supplied list.
 - 1.6.1 The Union shall without limitation indemnify and hold the Employer harmless from any and all claims arising from the Employer's requirement to comply with Section 1.6

ARTICLE 2 - WORKING HOURS

- 2.1 The basic straight-time workweek shall be Monday through Saturday, or upon notice to the Union, Sunday through Saturday. Whenever fresh meat is offered for sale, at least one (1) Journeyman Meat Cutter must be employed Monday through Saturday in each market for at least eight (8) hours, exclusive of lunch time each day, between the hours of 6:00 a.m. and 6:00 p.m. No split shifts shall be allowed.
- 2.1.1 An optional workweek of four (4) ten (10) hour days may be utilized with the following terms:
- A. This optional workweek must be mutually agreeable between the Employer and the employee;
 - B. Employees working this optional workweek shall be guaranteed forty (40) hours per week;
 - C. Notice of the optional workweek shall be given by 6 PM Wednesday of the preceding week;
 - D. A minimum of two (2) consecutive scheduled days off;
 - E. Day with the least number of hours (e.g. if there is a day with staff meetings for two (2) hours) in the same workweek shall be paid for at the rate of time and one-half (1 ½);
 - F. All work over ten (10) hours per day shall be paid for at the rate of time and one-half (1 ½) the straight time rate of pay;
 - G. In addition to the rest periods provided for in Section 3.1, employees working the four/ten workweek shall be given an additional rest period of ten (10) minutes after the completion of eight (8) hours' work;
 - H. Holidays shall be paid as follows:
 - 1. Employees may use vacation time for holidays not paid.
 - 2. Employees may take holidays off without pay.
- 2.2 In markets with more than one person in a classification, days off shall be rotated to the end that consecutive days off shall be shared equally unless otherwise mutually agreed upon.
- 2.3 In order to give employees as much notice as possible in the planning of their weekly schedules of work, the Employer agrees as soon as is practicable following the ratification of this agreement to post a work schedule for all regular full-time and regular part-time employees by 14 days prior to the workweek as of 7 p.m. on Sunday and except in cases of emergency, no changes shall be made in said schedule without a full forty-eight (48) hours notice to the employees involved in such changes in schedule. All emergency change of shift hours will be reported to the Union by phone. If they report for work as scheduled, regular full-time employees shall be guaranteed eight (8) hours work per day and forty (40) hours per week, Monday through Saturday, and regular part-time employees shall be guaranteed a minimum of four (4) hours work. Extra employees shall receive not less than four (4) hours continuous work or equivalent compensation in any one (1) day ordered to report for work. These guarantees shall not apply in cases of acts of God or other emergencies beyond the Employer's control. Once posted that week's schedule may be changed only if the affected employee agrees to the schedule change provided the shops must be staffed by inverse seniority.
- 2.4 All hours worked in excess of eight (8) hours per day, forty (40) hours per week, Monday through Saturday, and between the hours of 9:00 p.m. to 6:00 a.m. shall be paid for at the rate of time and one-half (1 ½) the regular contract scale. A premium rate of fifty cents (50¢) per hour shall be paid in addition to the straight-time rate for all work performed between the hours of 6:00 p.m. and 9:00 p.m. When an employee works six (6) days in a workweek, Monday through Saturday, time and one-half shall be paid for work on the day with the least number of hours of work. Employees required to work on Sundays or holidays shall be paid at the applicable rate for Sunday and/or holiday work. Minimum call-ins on Sundays and Holidays shall be four

(4) hours. For those employees scheduled to work only four (4) hours on Sundays, such four (4) hours shall be on a voluntary basis; if insufficient qualified employees volunteer, then the Employer shall assign such work on an inverse rotating seniority basis by store. A minimum of ten (10) hours shall be required between straight-time shifts, otherwise, the premium of time and one-half (1 ½) will be required for any hours that may be worked prior to the expiration of the ten (10) hour period. All time worked after eight (8) consecutive days shall be paid at the rate of time and one-half (1 ½) the appropriate contract rate (excluding Sunday/holiday premium pay) until a day off is given. Employees requested to work on the ninth (9th) consecutive day shall advise management that they have already worked eight (8) consecutive days.

2.4.1 Employees required to work after 6:00 p.m. on New Year's Eve or Christmas Eve shall be entitled to time and one-half (1 ½) for all hours worked after 6:00 p.m. on such days.

2.5 When fresh meat is offered for sale and a member of the bargaining unit is not on duty in the meat market during such hours, no one other than a member of the bargaining unit shall perform work in the meat market. When a member of the bargaining unit is not on duty, this clause shall not apply to those products that have been prepared by meat department employees and are in storage ready for sale. Such may be placed in the meat counter by the person in charge of the store or their designee and such action shall not be considered a violation of this clause.

ARTICLE 3 - REST PERIODS

3.1 There shall be a rest period of at least fifteen (15) minutes in every continuous four (4) hour period of employment. In the event that one shift shall be less than four (4) hours and the other shift shall be four (4) hours or more, there shall be only one (1) rest period, fifteen (15) minutes in the longer shift. Provided, further, any employee who works eight (8) hours in any daily straight-time or night shift shall receive two (2) fifteen (15) minute rest periods, one (1) prior to the lunch period and one (1) after the lunch period. No employee shall be required to work more than three (3) hours without a rest period nor more than five (5) hours without a lunch period.

3.2 The Employer may arrange such rest periods by individual relief or general periods and they shall be as nearly as practicable in the middle of each work period.

3.3 If an employee is scheduled to work two (2) hours beyond the end of his regular straight-time shift, he shall be given an additional rest period of ten (10) minutes at the end of his regular straight-time shift. For each full two (2) hours of overtime work, an employee shall be entitled to an additional ten (10) minute rest period.

3.4 Any rest period interval shall cover time from stopping work and returning thereto.

ARTICLE 4 - VACATIONS

4.1 Vacation time is accrued at:

- 0.06 hour per hour worked during the first 2080 hours of employment, and
- 0.08 hour per hour between the 2081st and 10400 hours.
- After 10400 hours of employment, vacation time is accrued at 0.10 hour per hours worked.
- After 20,000 hours of employment, vacation time is accrued at 0.1154 hour per hours worked.
- Staff can use vacation credit as it accrues per 4.1.3

4.1.1 Vacation time in excess of 100 hours will be cashed out in the last pay period of each fiscal year.

4.1.2 Upon written **(electronic)** request up to one hundred (100) hours of accrued vacation may be carried over to the following year.

4.1.3 No employee shall accrue vacation during their first six (6) months of employment but shall have such accrual awarded retroactively upon completing a full six (6) months of employment.

- 4.1.4 For purposes of this section, “hours worked” shall include hours of paid sick leave and paid vacation hours.
- 4.1.5 Exceptions to this section may be made by the Human Resources through the SD
- 4.2 Vacation bidding shall be done in two phases: first on a seniority basis and second on a first come, first served basis. Provided, however, proper store staffing in the judgment of the SD must be maintained for all store functions.
 - A. First Phase: Seniority Basis – January 1 through January 31 for the period of March 1st through February 28th. This includes vacations to be taken in February of the following year.
 - B. Second Phase: First Come, First Served Basis – March 1st - February 28th. This includes vacations to be taken February of the following year.
- 4.3 Advances of Vacation: Upon approval of the SOC a staff person can receive an advance on vacation pay. Advances may only be drawn for vacations actually taken. A staff person can never owe PCC more than 40 hours of vacation pay. Additional vacation may not be claimed until balance is back to "0". Employees who terminate employment with a negative vacation account shall have such amount deducted from their final check.

ARTICLE 5 - HOLIDAYS

- 5.1 The Meat Markets will observe the following holidays: New Year's Day, President’s Day (3rd Monday in February), Memorial Day (last Monday in May), Independence Day, Labor Day (1st Monday in September), Thanksgiving Day, and Christmas. It is the PCC Board of Trustees who decide which additional days (if any) a store will be closed. If a staff person must work on a holiday when their store is officially closed, he/she gets time and one quarter (1/4) (in addition to any vacation pay he/she chooses to get paid). Compensation for holidays is included in vacation accumulation. Meat departments shall observe a holiday on days indicated and such paid time off shall be deducted from vacation when the employee requests such pay. Overtime shall be paid after thirty-two (32) hours of straight time work, for employees eligible for holidays, in a week in which a holiday occurs. For purposes of this section “hours worked” shall include hours of paid sick leave and paid vacation hours.
 - 5.1.1 No work shall be required on Christmas Day. Work on Thanksgiving Day shall be on a voluntary basis, however, if there are insufficient volunteers, employees shall be scheduled on an inverse seniority basis by store.

ARTICLE 6 - CLASSIFICATION AND RATES OF PAY

- 6.1 Rates effective first full pay period after the listed date.

Meat Cutters Inside Seattle

Classifications	Current	After Hazard/ Appreciation Pay - \$0.60	1/1/2022 \$0.30	7/1/2022 \$0.35	1/1/2023 \$0.30	7/1/2023 \$0.35
Meat Coordinator	\$28.20	\$28.80	\$29.10	\$29.45	\$29.75	\$30.10
Meat Lead		26.80	27.10	27.45	27.75	28.10
Journey person	24.20	24.80	25.10	25.45	25.75	26.10
6 th 6 months	20.00	20.00	20.00	20.00	20.00	20.00
5 th 6 months	18.60	18.60	18.60	18.60	18.60	18.60
4 th 6 months	17.10	17.10	17.40	17.40	17.80	17.80
3 rd 6 months	16.90	17.00	17.30	17.30	17.70	17.70
2 nd 6 months	16.65	16.90	17.20	17.20	17.60	17.60
1 st 6 months	16.50	16.80	17.10	17.10	17.50	17.50

Meat Cutters Outside Seattle

Classifications	Current	After Hazard/ Appreciation Pay - \$0.60	1/1/2022 \$0.30	7/1/2022 \$0.35	1/1/2023 \$0.30	7/1/2023 \$0.35
Meat Coordinator	\$28.20	\$28.80	\$29.10	\$29.45	\$29.75	\$30.10
Meat Lead		26.80	27.10	27.45	27.75	28.10
Journey person	24.20	24.80	25.10	25.45	25.75	26.10
6 th 6 months	20.00	20.00	20.00	20.00	20.00	20.00
5 th 6 months	18.60	18.60	18.60	18.60	18.60	18.60
4 th 6 months	16.60	16.60	16.60	16.60	16.60	16.60
3 rd 6 months	15.50	15.50	15.50	15.50	15.55	15.55
2 nd 6 months	15.00	15.00	15.15	15.15	15.40	15.40
1 st 6 months	14.50	14.75	15.00	15.00	15.25	15.25

6.1.1 Persons who are designated by management to fulfill **all** Department Coordinators functions will receive the coordinator premium for such period of designation.

6.2 Apprentice wages are contained in the wage table at Section 6.1 above.

6.3 **Wrappers Rate:** Rates effective first full pay period after the listed date.

Meat Wrappers Inside Seattle

Seniority	Current	After Hazard/ Appreciation Pay - \$0.60	1/1/2022 \$0.30	7/1/2022 \$0.35	1/1/2023 \$0.30	7/1/2023 \$0.35
10400	\$21.30	\$21.90	\$22.20	\$22.55	\$22.85	\$23.20
9360	20.25	20.25	20.25	20.25	20.25	20.25
8320	19.50	19.50	19.50	19.50	19.50	19.50
7280	18.85	18.85	18.85	18.85	18.85	18.85
6240	18.35	18.35	18.35	18.35	18.35	18.35
5200	17.85	17.85	17.85	17.85	18.00	18.00
4160	17.35	17.35	17.50	17.35	17.90	17.90
3120	17.10	17.10	17.40	17.40	17.80	17.80
2080	16.90	17.00	17.30	17.30	17.70	17.70
1040	16.65	16.90	17.20	17.20	17.60	17.60
0	16.50	16.80	17.10	17.10	17.50	17.50

Meat Wrappers Outside Seattle

Seniority	Current	After Hazard/ Appreciation Pay - \$0.60	1/1/2022 \$0.30	7/1/2022 \$0.35	1/1/2023 \$0.30	7/1/2023 \$0.35
10400	\$21.30	\$21.90	\$22.20	\$22.55	\$22.85	\$23.20
9360	20.25	20.25	20.25	20.25	20.25	20.25
8320	19.50	19.50	19.50	19.50	19.50	19.50
7280	18.75	18.75	18.75	18.75	18.75	18.75
6240	18.00	18.00	18.00	18.00	18.00	18.00
5200	17.25	17.25	17.25	17.25	17.25	17.25
4160	16.50	16.50	16.50	16.50	16.50	16.50
3120	16.00	16.00	16.00	16.00	16.00	16.00
2080	15.50	15.50	15.50	15.50	15.55	15.55
1040	15.00	15.00	15.15	15.15	15.40	15.40
0	14.50	14.75	15.00	15.00	15.25	15.25

6.3.1 Wrapper employees as covered by this Agreement shall not be permitted to cut or grind fresh meat.

6.4 Sunday Rates: All work performed on Sundays shall be paid at the rate of one and one-half (1 ½) times the straight time hourly rate. In the event the Employer should develop schedules where the rate of one-and-one-third (1⅓) the straight time hourly rate as a Sunday Rate would be desirable to the Employer, the Employer shall give notice to the Union of its desire to implement time-and-one-third (1⅓) as the Sunday Rate and upon such notice the Union shall not unduly withhold its agreement to convert from time-and-one-half (1½) to time-and-one-third (1⅓).

6.5 Service Counter Employee - Service Counter employees, if utilized by the Employer at its sole discretion, will be considered a separate classification for all purposes including seniority. Service Counter employees shall not be permitted to cut, bone, or grind fresh meat or perform any wrapping of meat products for preparation for sale in self-service cases. Service Counter employees may cut a steak or roast which has already been processed by a meat cutter to size in order to serve a customer, modify any prepared cut to suit a customer, or use the slicing or cube machines to serve a customer. When a meat cutter or meat wrapper is not on duty, the Service Counter employee may stock the self-service case with products that have been prepared by meat cutters or meat wrappers and are in storage ready for sale. Service Counter employees may perform work in the self-service delis.

Service Counter employees performing work in the self-service delis shall be paid for such work at the wrapper rate of pay in the corresponding progression bracket. Service Counter employees scheduled to work in the self-service deli's shall have such scheduled time designated on the work schedules.

Lead Service Counter employees shall be a separate classification at the option of the Employer. Service Counter employees assigned to the Lead position shall not lose their seniority status. Seniority shall not apply to the employee assigned by management the responsibilities of scheduling and directing the work within the Service Department. Employees assigned the above responsibilities shall be classified as Lead Service Counter employees.

6.5.1 Service Counter Employees: Rates effective first full pay period after the listed date.

Service Counter Inside Seattle

Seniority	Current	After Hazard/ Appreciation Pay - \$0.60	1/1/2022 \$0.30	7/1/2022 \$0.35	1/1/2023 \$0.30	7/1/2023 \$0.35
Journey person	\$17.60	\$18.20	\$18.50	\$18.85	\$19.15	\$19.50
Next 1040 hours	17.00	17.00	17.30	17.30	17.70	17.70
Next 1040 hours	17.00	17.00	17.30	17.30	17.70	17.70
Next 1040 hours	17.00	17.00	17.30	17.30	17.70	17.70
Next 1040 hours	16.70	16.90	17.20	17.20	17.60	17.60
Next 1040 hours	16.70	16.90	17.20	17.20	17.60	17.60
Next 1040 hours	16.70	16.80	17.20	17.20	17.60	17.60
Next 1040 hours	16.50	16.80	17.10	17.10	17.50	17.50
1 st 1040 hours	16.50	16.80	17.10	17.10	17.50	17.50

Service Counter Outside Seattle

Seniority	Current	After Hazard/ Appreciation Pay - \$0.60	1/1/2022 \$0.30	7/1/2022 \$0.35	1/1/2023 \$0.30	7/1/2023 \$0.35
Journey person	\$17.60	\$18.20	\$18.50	\$18.85	\$19.15	\$19.50
Next 1040 hours	16.50	16.50	16.50	16.50	16.50	16.50
Next 1040 hours	16.25	16.25	16.25	16.25	16.25	16.25
Next 1040 hours	16.00	16.00	16.00	16.00	16.00	16.00
Next 1040 hours	15.50	15.50	15.50	15.50	15.50	15.50
Next 1040 hours	15.00	15.00	15.00	15.00	15.20	15.20
Next 1040 hours	14.50	14.55	14.80	14.80	15.05	15.05
Next 1040 hours	14.25	14.40	14.65	14.65	14.90	14.90
1 st 1040 hours	14.00	14.25	14.50	14.50	14.75	14.75

- 6.6 The wages for superannuated members shall be determined by the representatives of the Union and the Employer. All steady employees shall be paid on the pay period established by the Employer at least every two (2) weeks. Extra employees who so request from the store manager will have their checks mailed to their last known address.
- 6.7 For the purpose of computing months of experience under Article 6.2, the equivalent of one hundred and seventy-three (173) hours worked in the Retail Meat Industry shall be counted as one (1) month's experience, provided that no employee shall be credited with more than one hundred and seventy-three (173) hours of experience in any one (1) calendar month.
- 6.8 Sixty (60) days prior to the introduction of any new methods of operation into the bargaining unit that would create the need for a new work classification and rate of pay for such new classification, the Employer shall notify the Union of any such new methods, including a description of work being performed and the wage rate assigned. Any question as to the adequacy of the wage rate established for the new job classification shall be presented in writing by the Union within ten (10) calendar days following the Employer's written notice to the Union, and shall be subject to negotiation and if not agreed upon, shall be subject to the grievance procedure as set forth in Article 14 of this Agreement. If, through the procedure as set forth in Article 14, it is determined that the wage rate assigned by the Employer should be adjusted, such adjustment shall be retroactive to the date that such new method is put into effect. It is mutually agreed that should one party desire expedited arbitration of any grievance arising from this section 6.8, the other party will move in such a manner as to proceed immediately to arbitration.

ARTICLE 7 - RETIREMENT PROGRAM

- 7.1 During the term of this Agreement and until expiration of this Agreement the Employer shall pay into the Sound Retirement Trust on account of each member of the bargaining unit the amounts as specified in this Article.

- 7.2 The total amount due for each calendar month shall be remitted in a lump sum not later than twenty (20) days after the last business day of such month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the determination of contribution due, the prompt and orderly collection of such amounts, and the accurate reporting and recording of such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for within time specified shall be a breach of this Agreement.
- 7.3 Vacation hours for continuing employees shall be reported and corresponding contributions paid.
- 7.4 The Employer and the Union agree to be bound by the terms and provisions of that certain Trust Agreement creating the Sound Retirement Trust dated January 13, 1966, and as subsequently amended and by all subsequent revisions or amendments thereto, and by all policies and other conditions of participation and eligibility, which may be established from time to time by the Trust's Plan Document, Summary Plan Description, and other pertinent rules, regulations, and Trustee actions. Further, the Employer accepts as his representatives, for the purpose of such Trust Fund, the Trustees who are appointed by Allied Employers, to serve on the Board of Trustees of said Plan and Trust and their duly appointed successors. Both the Employer and the Union also agree to be bound by the terms of the parties' Health & Welfare Agreement and Pension Addendum and by all subsequent revisions or amendments thereto.
- 7.5 The term "compensable hour" shall have the same meaning as set forth in Article 18.
- 7.6 The contribution referred to in this Article shall be computed monthly on compensable hours with a maximum of 173 hours per calendar month per staff member and the total amount due for each calendar month shall be remitted in a lump sum not later than twenty (20) days after the last day of the month.
- 7.7 The Board of Trustees of the Sound Retirement Trust shall have the authority to establish and enforce a method of reporting contributions on an accounting period basis, rather than a calendar month basis, provided that in no event shall the Employer's total obligation be different than what it would have been on a calendar month basis. Further, the total contributions due for each approved accounting period shall be remitted in a lump sum not later than twenty (20) days after the end of the accounting period. In such a case, the one hundred and seventy-three (173) hour maximum shall be appropriately adjusted, as directed by the Trustees, provided that in no event shall an Employer's total obligation be different than what it would have been on a calendar month basis. Further, the total contributions due for each approved accounting period shall be remitted in a lump sum not later than twenty (20) days after the end of the accounting period.
- 7.8 The parties hereby adopt the Preferred schedule under the Rehabilitation Plan of the Sound Retirement Trust as revised December 2019 with the Preferred schedule. The Employer will continue to make contributions to the Sound Retirement Trust as described in this Section and the Employer's active participants will continue to earn benefit accruals until such effective date. The Employer shall make contributions on behalf of all eligible employees to the Sound Retirement Trust under this Section:

	PCC Meat	PCC Counter	PCC Lead Counter	PCC Meat	PCC Counter	PCC Lead Counter	PCC Meat	PCC Counter	PCC Lead Counter
Current CBA Period	1/1/21	1/1/21	1/1/21	1/1/22	1/1/22	1/1/22	1/1/23	1/1/23	1/1/23
Base	\$0.65	\$0.50	\$0.55	\$0.65	\$0.50	\$0.55	\$0.65	\$0.50	\$0.55
Pre-Rehab Rate	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10
Current Rehab Rate	\$0.92	\$0.92	\$0.92	\$1.056	\$1.056	\$1.056	\$1.192	\$1.192	\$1.192
TOTAL	\$1.67	\$1.52	\$1.57	\$1.806	\$1.656	\$1.706	\$1.942	\$1.792	\$1.842

- 7.9 The SRT Employer liabilities will be funded under an updated Rehabilitation Plan designed with the objective that the Plan will move to the green zone and achieve 102% funding by 2030. This updated Rehabilitation Plan will include the current scheduled increases plus an additional contribution of three (\$.03) cents per hour in annual increases over a new ten-year period beginning January 1, 2020 (January hours/February payment). Such accelerated funding in this agreement shall apply to the SRT liabilities and shall remain in effect regardless of the Zone status of the Plan.
- 7.10 The Employer shall continue to pay all of the scheduled contribution increases under the updated Rehabilitation Plan, as set forth above, through the term of this CBA, regardless of the zone status of the SRT. All hourly contributions to the SRT shall continue to be made on behalf of all compensable hours above regardless of whether the employee participates in the SRT.
- 7.11 Until the effective date of the new future service defined benefit variable plan under Section 7.18, the Employer will continue to make contributions to the Sound Retirement Trust as described in this Section and the Employer's active participants will continue to earn benefit accruals until such effective date. The Employer shall make contributions on behalf of all eligible employees to the Sound Retirement Trust under this Section.
- 7.12 Upon the effective date of the new future service defined benefit variable plan under Section 7.18, future benefit accruals under the SRT will cease and the SRT plan will be frozen; as a result, the funding of 125% of the employer's base contribution for the SRT for the Employer's employees is discontinued once future benefit accruals commence under the VAP and all hourly contribution rates paid to the SRT will be reduced by this adjusted base contribution under this Section.
- 7.13 The Employer will continue to contribute to the SRT and not incur a withdrawal from the SRT solely as a result of the cessation of future benefit accruals under the SRT.
- 7.14 If either the SRT or the UFCW Consolidated Fund or the PBGC does not approve the global solution, the bargaining parties will meet to discuss other alternatives.
- 7.15 Variable Annuity Plan. As of the effective date of the new future service defined benefit variable annuity plan (VAP), future service benefit accruals will be earned in the VAP, a multiemployer variable annuity defined benefit plan. Participants' service earned under the Sound Retirement Trust (SRT) and the VAP will be recognized for participation, vesting and benefit eligibility purposes in both plans. In the event of a short plan year running from the transfer date to December 31, the benefit guarantee will apply for the short plan year ending December 31, 2021. The VAP shall operate on a calendar plan year basis.
- (a) The Employer will contribute (2.8%) percent of salary per month for each eligible active participant to the VAP, commencing with the VAP effective date. Salary shall be gross wages per payroll period. Contributions will be made on behalf of current active employees and future newly hired employees in classifications for whom contributions have been made under the current collective bargaining agreement. Contributions shall be remitted monthly, in the same manner as they have been made to the SRT.
- (b) In addition, the Employer will contribute: (1) three cents (\$.03) per hour for each eligible active participant to the VAP, commencing with the effective date of the VAP through December 31, 2021 for the benefit guarantee.
- (c) The Employer agrees to promptly provide, on a periodic basis, such salary data for employees intended to be covered by the VAP to allow the actuaries for the parties developing the VAP to determine the benefit accrual rate from the VAP that can be funded with such contributions determined above and in the future as the VAP operates to allow administration of the VAP.

7.16 401(k) PROGRAM

- 7.16.1 Staff will be offered participation under a 401(k) plan with primary features listed below: 401(k) is a section of the Internal Revenue Code, establishing guidelines, constraints, and general rules for a class of income tax deferred pension plans.
- 7.16.2 Primary features of the PCC 401(k) plan will be:
- A. As with all 401(k) plans, all contributions, whether from the staff member or PCC are exempt from federal income tax while the funds are in the pension plan:
 - B. Staff will be vested (eligible to take PCC contributions with them upon leaving PCC) at the rate of 50% after the first year of employment and 50% more at the end of the next year. Staff contributions are always vested as in any interest staff contributions may earn.
 - C. Past experience at PCC will count toward vesting eligibility.
 - D. Staff must complete one year of service with a minimum of 501 hours worked. Staff may enter the plan on the first day of the plan year and the first day of the fourth, seventh, and tenth months after meeting the eligibility requirements.
- 7.16.3 Continuation of the Plan: PCC does not foresee changes to the plan, however, if insufficient bargaining unit staff participate in the 401(k) plan it will be necessary to terminate participation by the bargaining unit in the plan as of the first day of any plan year in which as a result of insufficient bargaining unit participation, the plan will lose status as a Qualified Retirement Plan under the requirements of the Internal Revenue Code. Any money contributed by staff during a plan year but before participation was terminated will be returned to staff as taxable wages or at the employee's option transferred into another eligible retirement account provided there is no cost to PC in making the transfer. If Bargaining Unit participation is terminated, staff shall be given an opportunity to re-participate at the first reasonable opportunity as determined by PCC and the plan administrators.

ARTICLE 8 - SICK LEAVE

- 8.1 For employees with seniority and for each hour worked .02 hour will accrue as sick leave, to be used by each staff person for personal illness when employee is incapacitated in an amount up to eight (8) hours beyond the amount accrued in the sick leave account. For purposes of this section "hours worked" shall include hours of paid sick leave and paid vacation. Employees who terminate with a negative sick leave account shall have such amount deducted from their final check.
- 8.1.1 Staff who give at least two (2) weeks' notice of termination shall be paid out all accrued sick leave, provided they work the two-week notice period. PCC shall not withhold payment in the case of a bone fide illness verified by the employer. Payment under this section shall not apply to any staff terminated for just cause.
- 8.1.2 A staff person with over eighty (80) hours of accrued sick leave at year end may convert all accrued sick leave over eighty (80) hours to vacation hours on a 1 to 1 basis. Requests to convert must be made in writing within thirty (30) days of year end.
- 8.2 Advances of sick leave: Upon approval of the SOC a staff person can get an advance of sick leave pay. A staff person can never owe PCC more than eight (8) hours of advance sick leave.
- 8.3 A doctor's certificate or other authoritative verification of illness may be required by the Employer and, if so, must be presented by the employee not more than forty-eight (48) hours after return to work. If the employee is absent more than two (2) scheduled days, such verification must be presented prior to return to work, provided the Employer has given the employee reasonable advance notice.

- 8.4 Staff eligible for sick leave may use their sick leave to supplement bona fide Workers Compensation Payments provided no staff shall receive total compensation from all sources, with PCC contribution, of time loss benefits in excess of their “Normal Pay”.

ARTICLE 9 - JURY DUTY

- 9.1 After their first (1st) year of employment, employees who are regularly employed twenty-four (24) hours or more per week who are called for service on a superior court or federal district court jury shall be excused from work for the days on which they serve and shall be paid the difference between the fee they receive for such service and the amount of straight-time earnings lost by reason of such service up to a limit of an employees’ normal straight time work week but not more than eight (8) hours per day and forty (40) hours per week; provided, however, that an employee called for jury duty who is temporarily excused from attendance at court must report for work if sufficient time remains after such excuse to permit him to report to his place of work and work at least one-half (½) of his normal workday. In order to be eligible for such payment, the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of jury pay received. This clause shall not apply to an employee who volunteers for jury duty.
- 9.1.1 Witness Duty: Employees required to appear in court or in legal proceedings on behalf of their Employer during unscheduled hours shall receive compensation at their regular straight-time hourly rate of pay only for the time spent in making such appearance, less any witness fees received. No other provision in this Agreement shall apply to this section.
- 9.1.2 If an employee is required to appear on behalf of his/her Employer during regular scheduled hours, he/she shall receive compensation at their regular straight-time hourly rate of pay for the time spent in making such appearance, less any witness fees. In this event, these hours will be considered compensable hours under the terms of this Agreement.

ARTICLE 10 - APPRENTICES

- 10.1 Matters concerning apprentices shall be as provided in the Seattle Meat Cutters Joint Apprenticeship Standards as approved by the Joint Apprenticeship Committee and the Washington State Apprenticeship Council, and apprentices shall be allowed on the following basis: One (1) to a market where two (2) Journeymen are employed; two (2) where five (5) Journeymen are employed; three (3) where ten (10) Journeymen are employed. Three (3) shall be the maximum apprentices to any shop regardless of the number of Journeymen.
- 10.1.1 Notwithstanding the above, apprentice meat cutters may work alone during their entire apprenticeship period.

ARTICLE 11 - SENIORITY, LAYOFFS, AND DISCHARGES

- 11.1 Seniority shall prevail in layoffs for all employees, by seniority group (as described in 11.4 below), after working four hundred thirty five (435) compensated hours within a one hundred fifty (150) consecutive calendar day period or a consecutive twenty-one (21) week period. Once an employee has worked four hundred thirty five (435) compensated hours in one hundred fifty (150) calendar days or twenty-one (21) weeks, his or her seniority will date back to the date the one hundred fifty (150) calendar days or twenty-one (21) weeks began. An employee's seniority date shall also be considered their anniversary date for all purpose under this Agreement. The Employer shall have the option, on a company-wide basis, of applying either the one hundred fifty (150) consecutive calendar day period or a twenty-one (21) consecutive week period under this section. The seniority status of employees hired on the same day shall be determined by the Employer, with notification to the Union.
- 11.2 In the event of a layoff, the last employee hired shall be the first (1st) laid off, and the last employee laid off shall be the first (1st) rehired; provided that qualifications are substantially equal, that the employee is available, and reports for work within fourteen (14) calendar days following the date of written and telephonic notification to report for work.

- 11.3 Seniority shall be broken and the employee's service shall be terminated for the following reasons:
- A. Voluntary quit.
 - B. Discharge in accordance with section 11.7 and 11.7.1.
 - C. Absence caused by a layoff in excess of six (6) months.
 - D. Absence caused by an illness or non-occupational injury of more than nine (9) months unless a longer period is mutually agreed upon between the Employer and the Union.
 - E. Absence caused by an occupational injury of more than eighteen (18) months unless a longer period is mutually agreed upon between the Employer and the Union.
 - F. Failure to return from a leave of absence in accordance with Article 12.
- 11.4 There shall be established three (3) separate seniority groups:
- A. Journeyperson Meat Cutters and Apprentice Meat Cutters
 - B. Wrappers
 - C. Counter Persons
- 11.4.1 Employees desirous of a promotion shall make their desires known to the company in writing, and such employees shall be given first consideration for such vacancies. Selection to fill the vacancies shall be made on the basis of company seniority within the geographical jurisdiction of the Local Union, ability and qualifications being equal.
- 11.4.2 An employee promoted shall have up to a ninety (90) day trial period. Said trial period shall not jeopardize the employee's former classification or seniority. There shall be no reduction in pay to any employee as a result of promotion, i.e., the Wrapper rate of pay shall apply until such time as the Apprentice rate exceeds the Wrapper rate, at which time the Apprentice rate shall apply.
- 11.4.3 When an employee is promoted the length of service at a lower classification shall be counted in their seniority.
- 11.5 Employees acting as Meat Department Coordinator (MDC) shall not lose their seniority status. Seniority shall not apply in the selection of MDC.
- 11.6 For the purpose of the above paragraphs of this section, seniority shall prevail on a company-wide or a company-district basis within the jurisdiction of this Agreement, except as provided in section 11.8; provided where an employee is transferred to a different area with the same Employer within the geographic jurisdiction covered by the Collective Bargaining Agreement between the Employer and the United Food and Commercial Workers Local Union No. 21 the transferred employee shall retain all seniority rights with the Employer but shall not be entitled to exercise such rights until the expiration of *six (6) months* after the date of transfer, at which time his or her seniority shall be based upon the original seniority date with the Employer, regardless of area. However, during such period of *six (6) months* the transferred employee shall accrue seniority rights in the new area from the date of transfer and shall retain all seniority rights in the area from which he or she was transferred. Such transfers shall be by mutual agreement between the Employer and employee. The affected Local Unions shall be notified of such transfers.
- 11.6.1 If the transferred employee is laid off in the new area (prior to the six (6) month period) he or she shall have the option of either remaining on layoff in the new area or returning to the original area in accordance with his or her seniority. The option to return to the original area must be exercised, in writing to the Employer, within two (2) weeks of layoff in the new area or this option is waived and no longer applicable. A reduction of weekly hours shall not be considered a layoff.
- 11.6.2 If the transferred employee has acquired seniority in the new area, is laid off (prior to the six (6) month period) and returns to the original area, his or her seniority in the new area shall not apply until recalled.

- 11.6.3 If the transferred employee is recalled to the new area, he or she shall then have the option of returning to the new area or remaining in the original area; provided
- A. If the employee chooses not to accept recall to the new area, all seniority rights in that area are forfeited.
 - B. If the employee chooses to accept recall to the new area, the total accumulated time since the original transfer date shall apply to the six (6) month period.
- 11.6.4 Once the six (6) month period is completed in accordance with the above, the employee shall be considered transferred and shall have no rights to return to the original area.
- 11.7 The Employer reserves the right to discharge any person in his employ if the employee's work is not satisfactory. No staff person shall be disciplined or discharged except for "Just Cause". Staff persons will abide by these policies when activating store grievance procedures. PCC or staff judgment in disciplining a staff person is subject to review by an Arbitrator, as outlined in Article 15.
- 11.7.1 In cases of discipline or discharge, Just Cause may be established if an employee has violated PCC Policy or in the case of performance related deficiency, after failure to comply with a Final Performance Agreement remediating the deficiency. PCC can set policies regarding the competency and qualifications of staff persons. PCC continues to adhere to the concept of progressive discipline appropriate to the employee issue at hand. Progressive discipline includes using "Conversations" (1st/level verbal warning), "We've Talked" (written warning), "Performance Agreement" (agreement on performance or stated further discipline will occur including, suspension or termination). PCC confirms the continued use of traditional "We've Talked" and "Performance Agreement (PA)" and other progressive measures PCC finds appropriate to the situation.
- 11.7.1(a) A warning notice shall not remain in effect for a period of more than twelve (12) months.
- 11.7.2 There exists a ninety (90) calendar day probationary period for each staff person beginning with the most recent date of hire. If a staff person is terminated during this probationary period, such terminations are not subject to the grievance procedures of this Agreement. All staff shall attain seniority after ninety (90) calendar days with PCC.
- 11.8 Employees laid off in one seniority group shall be given the opportunity to accept a permanent vacancy in a lower seniority group before hiring a new employee for such vacancy.
- 11.8.1 If the laid off employee accepts the vacancy, he shall be considered as a new employee in such seniority group, including probationary period, seniority, and wages, but shall retain his seniority in the seniority group from which he was laid off for six (6) months as provided in section 11.3.1. The laid off employees shall retain their length of service with the company for purposes of vacation, sick leave, leave of absence, and jury duty. If the laid off employee remains in the new seniority group for six (6) months, the person shall then retain his original seniority date.
- 11.8.2 If the laid off employee is recalled to a permanent vacancy in the seniority group from which he was laid off, he shall have the option of returning to his original seniority group, at which time he shall relinquish all seniority rights in the new seniority group or remain in the new seniority group, at which time he shall relinquish all seniority rights in the original seniority group.

ARTICLE 12 - LEAVE OF ABSENCE

- 12.1 After eighteen (18) consecutive months of employment staff persons can take up to three (3) weeks (cumulative) unpaid leave during a year as long as the leave is approved by the Store Director (SD) All benefits will be unchanged during a leave of three weeks or less. Employees with less than eighteen (18) months service may request a leave of absence per PCC procedures.

- 12.1.1 If a benefit plan will permit employees to continue coverage while on leave, PCC will facilitate dissemination of that information to staff if staff notifies the H.R. department two (2) weeks (except in emergencies) in advance to make arrangements to get available and pertinent information to continue payments to maintain coverage during the period of absence. Once on leave, if arrangements have not been made in advance, they cannot be made later.
- 12.2 Long-Term Leaves of Absence: Long-Term leaves are defined as longer than three (3) weeks but no longer than three (3) months. They must be approved by the SOC and are conditional upon the long absence of a co-worker not jeopardizing the staff person's work situation or the good of the store. Long-Term leaves are only extended to people who have worked at PCC at least eighteen (18) months. A staff person can take a long-term leave every other year. A substitute must be chosen with the approval of the SOC and must be trained by the person leaving.
 - 12.2.1 Staff shall be required to inform PCC in writing of their current address and phone number and the General Manager or the PCC Board of Trustees may cancel a long-term leave for just cause.
- 12.3 Staff taking long-term leaves are required to pay up any sick leave or vacation deficits and to pay off all debts to PCC before going on leave.
- 12.4 Staff persons may not take a staff discount on purchases during a long-term leave of absence, medical, dental and disability, and other economic benefits will not be provided during a long-term leave.
- 12.5 Long-term unpaid leaves of absence of up to three (3) months available to staff who have worked for over eighteen (18) months at PCC can be taken in addition to paid vacation. However, any staff who takes a long-term leave are not also entitled to the three (3) weeks of unpaid leave available to staff who do not take long-term leaves.
 - 12.5.1 The staff person will be scheduled in the first week after PCC has received notice of availability upon expiration of leave. Seniority will be maintained according to Article 11.
 - 12.5.2 Leaves due to occupational injuries shall be granted for a period up to eighteen (18) months unless a longer period is mutually agreed upon between the Employer and the Union.
- 12.6 PARENTAL LEAVE
 - 12.6.1 Four (4) weeks paid parental leave at normal pay is available to staff who have worked at PCC the preceding eighteen (18) or more months.
 - 12.6.2 Short Term Disability (STD) is available, pursuant to Section 18.3.1. of this Agreement, in accordance with the Plan.
 - 12.6.3 The employee shall return to the same job or a similar job at the same rate of pay.
 - 12.6.4 If additional unpaid leave is requested, the terms of the leave shall follow PCC's Leave of Absence Policy.
 - 12.6.5 The staff person has the option of using accrued sick leave.
 - 12.6.6 If additional leave is requested, the terms of the leave shall follow PCC's leave of absence policy.
- 12.7 Notice of a Leave of Absence, once granted, shall be mailed to Union.
- 12.8 UNION LEAVE
 - 12.8.1 Upon request of the Union, leaves of absence without pay for Union business not to exceed nine (9) months may be granted by the Employer to employees regardless of length of service.

ARTICLE 13 - GENERAL CONDITIONS

- 13.1 It is expressly understood that employees receiving more than the minimum compensation or enjoying more favorable working conditions provided for in this Agreement shall not suffer by reason of signing or adoption; however, the terms of this Agreement are intended to cover only minimums of wages and other employee benefits. The Employer may place superior wages and other employee benefits in effect and reduce the same to the minimum herein prescribed without consent of the Union.
- 13.2 The Employer shall bear the expense of furnishing and laundering aprons, shop coats, and smocks, for all employees under this Agreement. If an Employer required employees to wear uniforms or other type of apparel, the Employer shall bear the expense of furnishing a minimum of three (3) per employee. Where the apparel is of a drip dry fabric, the employee shall launder his or her own. Worn or damaged uniforms shall be replaced in a timely manner.
- 13.2.1 The Employer shall bear the expense of sharpening tools for all employees coming under this Agreement.
- 13.2.2 PCC has established a policy of grooming and clothing standards.
- 13.3 Employees relieving others for lunch or traveling between assignments and using their own cars shall be paid at the current local federal car allowance rate. All travel time between stores is to be paid time. Employees are to put actual travel time on their time sheet. While this may shorten the lunch to less than 1 hour actual travel time between stores should be recorded.
- 13.4 Required store meetings shall be paid for at the straight-time hourly rate, and shall be considered time worked for the purpose of computing weekly overtime in accordance with the provisions of the Agreement. Article 2.3 and 2.4 shall not apply to this provision.
- 13.4.1 Employees required to attend such meetings on their day off, or who have been called back after an hour of off-duty time shall receive a minimum of a two (2) hours call-in for such meetings.
- 13.5 Staff are allowed to buy goods at all PCC stores at 85% of retail price (the price listed on the goods and paid by the members). The privilege of paying less than the members is available to the staff person, dependents and one other adult in the household for their personal use. This privilege is intended to support you and your family, your partner/housemate (singular), if you have one, and your children, if you have any. These are people with whom you live, and the discount is meant to be taken on a reasonable volume of groceries used by those individuals. The intention is that the discount not be extended to others in a shared household, nor is it meant to be used by staff in purchasing food for members of a shared household. It is not to be extended to others, for example, people living in an apartment in your home, family members living in other homes, or long-term house guests.
- 13.5.1 Staff discount shall not be eligible to be applied in addition to store-wide, department-wide sales or promotions. However, in no event shall other members receive a better deal than staff members.

ARTICLE 14 - GRIEVANCES

- 14.1 There are two types of grievances at PCC under the democratic management system. The first type involves internal disputes between individuals where a contract violation probably has not been committed. PCC's internal dispute procedures will be used in such case. A representative of UFCW21 will have the opportunity to observe proceedings of internal dispute hearings. It is agreed that all allegations of a violation of any matter covered by this agreement shall be "grieved" pursuant to Section 14.2 of this Agreement.
- 14.2 The second type of grievance is a contract grievance where a provision of this contract is believed to have been violated. Procedures outlined in 14.3 - 14.5 describe how contract grievances will be managed. If any individual feels that a contract grievance has been committed, they do not go through the PCC's internal grievance procedure. The parties agree to adhere to established timelines and request extensions when necessary.

- 14.3 **Step One:** Any grievance or dispute concerning the application or interpretation of this Agreement must be presented in writing by the aggrieved staff person to PCC's Vice President of Human Resources or their designee within sixty (60) days from the date of the occurrence giving rise to such grievance or dispute, except in cases of discharge which must be presented within twenty-one (21) days; otherwise, such right of protest shall be deemed to have been waived.

Such grievances shall be adjusted by accredited representatives of PCC and the Union.

Step Two: In the event of the failure of these parties to reach a satisfactory adjustment within twenty-one (21) days from the date the grievance is filed in writing the matter may be referred by the moving party for final adjustment to a Labor Relations Committee consisting of two (2) to four (4) participants from both PCC and the Union.

Step Three. In the event the Labor Relations Committee fails to reach an agreement within seven (7) days from the date a grievance is considered by the Committee the moving party may within seven (7) days thereafter refer the grievance to arbitration by requesting the other party to agree to an Arbitrator. If PCC and the Union fail to agree on an Arbitrator within fourteen (14) days, or as mutually agreed otherwise, either party may request the Federal Mediation and Conciliation Service (FMCS) to submit a list of eleven (11) names of qualified Northwest arbitrators from which the parties shall select the Arbitrator. The parties will choose an arbitrator within 14 days of receipt of the FMCS list. The parties shall alternate in striking names from the list until one (1) name remains. A toss of the coin will choose who goes first. The person whose name remains shall be the Arbitrator.

- 14.3.1 Payment of the Arbitrator's fee shall be borne by the losing party. If the Union and PCC agree that a short-hand, stenotype, or other reporter should take notes of the proceedings, the costs incidental thereto shall be shared equally, and each shall have access to the record. If the Union or PCC provides their own separate means for notation of the proceedings, such shall not, as a matter of right, be available to the other.
- 14.3.2 The Labor Relations Committee and the Arbitrator shall have no power to add to, subtract from, change, or modify any provisions of this Agreement, but shall be authorized only to interpret existing provisions of this agreement as they apply to the specific facts of the issue in dispute. The decision of the Arbitrator shall be final and binding on all parties provided, either party may have the award reconsidered by the Arbitrator to account for delay of the process by any party to the proceedings.
- 14.4 Except as provided in 14.1, grievances shall not be recognized unless presented in writing within sixty (60) days from the date of the occurrence causing the complaint or grievance, except in cases where report of the grievance has been suppressed through coercion by PCC or suffering staff to work off the clock.
- 14.4.1 In the event the claim is one for additional wages, any such claim shall be limited to wages, if any, accruing within the ninety (90) day period immediately preceding the date upon which grievance was filed in writing.
- 14.4.2 Where there is an automatic wage bracket adjustment (failure to progress the staff person in classification in accordance with the hours worked formula of Appendix "A") due under the terms of Appendix "A", the period of adjustment shall be one (1) year from the date of grievance was filed in writing.
- 14.5 It is understood that any of the foregoing time limits may be waived by mutual agreement.
- 14.6 PCC and the Union shall make pertinent data necessary for the examination of all circumstances surrounding a grievance available to each other. The Arbitrator shall be empowered to effect compliance with this provision by requiring the production of documents and other evidence.

ARTICLE 15 - GENERAL POLICY

- 15.1 The Employers agree to display conspicuously the Union Shop Card, which is the property of the Union and may be withdrawn for violation of this Agreement.
- 15.2 Members of the Union are free to accept employment anywhere without discrimination by any Employer.
- 15.3 The jurisdiction of Local No. 21 covers, on an as-needed basis, the cutting, handling, pricing and sale of all meats, fish, poultry, and rabbits in the area covered by this Agreement in either service or self-service markets.
 - 15.3.1 Items currently considered Meat Department items shall continue to be considered Meat Department items, and new items of a like nature, whether fresh, frozen, pre-cut, pre-priced, etc., shall be within the jurisdiction of Local No. 21 as described above, regardless of where they may be offered for sale.
- 15.4 The Employer shall be responsible for payment of all hours worked, and an employee shall only work those hours specifically authorized by the Employer. Accordingly, it is intended that 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 practice shall be subject to discipline, which may include termination. Employees who are overpaid shall repay such amounts in the same manner as over paid except in termination cases where the entire amount is due.

ARTICLE 16 - SEPARABILITY

- 16.1 If any section or paragraph of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The section or paragraph held invalid shall, upon a sixty (60) day written notice by either party be renegotiated for the purpose of an adequate replacement.

ARTICLE 17 - NON-DISCRIMINATION

- 17.1 The parties to this Agreement acknowledge their responsibilities under all anti discrimination laws and do hereby agree not to unlawfully discriminate.
- 17.2 Where the masculine or feminine gender has been used in any provision of this Agreement it is used solely for the purpose of illustration and shall not in any way be used to designate the sex of the employee eligible for the position or the benefits or any other provisions.

ARTICLE 18 - HEALTH AND WELFARE/DENTAL

- 18.1 PCC SPONSORED PLANS
 - 18.1.1 All new hires who are compensated an average of 28 hours a week shall be covered by the PCC sponsored Medical and Dental Plan (the PCC Plan) on the 1st of the Month following completion of sixty (60) days of employment. Eligibility for continued coverage will be based on a rolling six pay period timeframe. or as otherwise required by Plan Documents or Law.
 - 18.1.2 Staff meeting the below criteria shall be eligible for PCC Retiree Medical. Such employees shall be able to continue coverage in the PCC Medical Plan from the date of retirement until age 65.
 - 18.1.3 Effective January 1, 2018, PCC Retiree Medical Plan will no longer be in effect. All employees currently covered under this plan will be grandfathered and shall receive the benefits.
- 18.2 MAINTENANCE OF BENEFITS
 - 18.2.1 PCC shall maintain the sponsored plans for the life of this agreement.

18.2.2 In the event the cost to maintain the medical component of PCC Plan shall be increased more than 9% on a per employee per year basis for 2015 coverage and/or 9% on a per employee per year basis for 2016 coverage PCC may upon 30 days' notice to the Union implement a cost-sharing with staff covered under the plan in an amount needed to cover the cost above 9% in either year. But in no event shall any staff be required to pay any amount to offset the aforesaid 9% obligation of PCC nor shall any staff be required to pay any amount above what would be required of that staff member if coverage were provided under the RCWT - PPO coverage unless otherwise required herein. Dental and Article 18 benefits are 100% maintained by PCC.

18.3 INSURANCE PLAN:

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

18.3.1 Short and Long-Term Disability Insurance: All staff who work an average of twenty eight (28) hours a week or more shall be covered by both a short-term and a long-term disability insurance. Eligibility will be described fully in the policy. Staff will be added to the policy at the beginning of their thirteenth (13th) full calendar month of employment at PCC. The policy is subject to change by the insurance provider. Plan documents are available from HR and on PCC's intranet.

18.3.2 Life Insurance Policy: Staff member will be provided a term life insurance policy, when they are covered by the disabilities policies, in the amount of one year's earning. Full details on the coverage will be in the policy purchased by PCC, and is not intended to be covered comprehensively in this paragraph. Copies of the policy will be distributed to staff.

18.3.3 Accidental Death and Dismemberment Policy: Staff shall be covered by a policy with the same ceiling as the life insurance policy for certain combinations of bodily damage. Copies of the policy will be distributed to staff.

18.3.4 Benefits provided under this Section 18.3 shall be coordinated with Section 18.1.

ARTICLE 19 - BEREAVEMENT LEAVE

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

ARTICLE 20 - NO STRIKES OR LOCKOUTS

20.1 During the life of this Agreement the Union agrees not to engage in any strike or stoppage or work and the Employer agrees not to engage in any lockout. It shall not be a violation of this Agreement nor shall it be cause for discharge or discipline for an employee to refuse to cross a primary picket line including, but not limited to, a primary picket line at the Employer's premises.

ARTICLE 21 - DEMOCRATIC MANAGEMENT

21.1 The Union acknowledges the Employers democratic management concept and agrees that the continuation of such process, as it may evolve over time, is not a violation of this Agreement and shall not result in any allegation of unfair labor practices by the Employer in continuing the program, provided, however, democratic management shall not supersede this Agreement.

21.2 PCC and the Union recognize that the Meat Market operations, staffing, methods and merchandising may be revised or changed during the life of this Agreement. It is the intention of the Parties to attempt new things and should such attempts be made, no binding practice shall attach to any program implemented under this section. Should the Parties wish to permanently amend this Agreement such amendment shall specifically

state and must be in writing signed by both Parties. This Section shall not preclude PCC from making changes permitted elsewhere in this Agreement.

21.3 CO-OP MEMBERSHIP

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

21.4 WORKER CAUCUS COMMITTEE

- A. Bargaining unit members in each store may choose to establish a worker caucus committee for that store location. Staff at each store location shall select through a democratic process its own caucus committee membership of up to five (5) staff members to serve a one (1) year term. Each worker caucus committee shall establish its own meeting frequency parameters. The worker caucus committee shall not include members of the public. Each store's worker caucus committee members shall be allowed one (1) hour paid time each month to attend worker caucus committee meeting.
- B. The worker caucus committees at each store shall meet from time to time to discuss issues appropriate to the committees. Appropriate issues for each worker caucus committee shall be determined by each store's committee but shall not include issues already covered in ratified collective bargaining agreements. Appropriate issues include, but are not limited to, issues related to the specific operations, merchandising, work methods workplace culture, diversity and inclusion, and community of the store to which the worker caucus committee is attached.
- C. Members of PCC's Board of Trustees selected by the Board will hold quarterly meetings, open to all PCC employee members, at which worker caucus committee members may voluntarily choose to attend. The purpose of these meetings is to provide a forum for questions and offer suggestions to the Board of Trustees regarding PCC's operations, staffing, work methods, merchandising, safety, workplace culture, diversity and inclusion, and community engagement.
- D. Members of PCC's Leadership Team selected by such Leadership Team will hold quarterly meetings, open to all PCC employee members, at which worker caucus committee members may voluntarily choose to attend. The purpose of these meetings is to provide a forum for questions and offer suggestions to the Leadership Team regarding PCC's operations, staffing, work methods, merchandising, safety, workplace culture, diversity and inclusion, and community engagement.
- E. Select members of the Board of Trustees shall hold quarterly meetings with the Worker Caucus Committees. Each store committee shall appoint one committee member to attend these meetings. In order for the attending Board members to prepare, the WCC shall endeavor to provide discussion topics in advance of the quarterly meeting. These meetings are in addition to the current quarterly meetings that are open to PCC staff.

ARTICLE 22 - WORKPLACE SAFETY

- 22.1 Safety Committees will be held in accordance with applicable laws. Store level safety committees shall meet at least monthly. Upon request, the Employer will notify the Union when the Safety Committee will meet. Minutes of the Safety Committee meetings will be posted or made otherwise available for review on Dayforce or future similar system.
- 22.2 Safety Committees shall include three (3) bargaining unit staff members and up to three (3) management appointed members. The bargaining unit committee members shall be elected by staff to serve one (1) year terms in accordance with state law.
- 22.3 The parties agree that no party shall retaliate against any employee for bringing forward safety issues.


ARTICLE 23 - TERMINATION OF AGREEMENT


- 23.1 This Agreement, including Appendices A, B and C with Letters of Understanding I, II, III, IV, V, and VI attached, shall be in full effect and binding upon both parties from Date of Signing 2021 through December 31, 2023. It shall automatically renew itself thereafter from year to year unless opened by either party upon sixty (60) days written notice prior to the expiration date. If the negotiating period extends beyond the sixty (60) days, the Agreement finally reached shall be retroactive to the date following the expiration of the old Agreement. The retroactive application of any provision in this Agreement is limited to employees on the seniority list as of the date of signing.
- 23.2 If any owner or Employer hereunder sells, leases, or transfers his business or any part thereof, whether voluntary, involuntary or by operation of law, it shall be his obligation to advise the successor, lessee, or transferee of the existence of this Agreement.
- 23.3 It is agreed that should PCC desire to institute "Central Cutting" of meat such that product for sale arrives "counter ready" PCC agrees to bargain with the Union regarding the impact of such decision.
- 23.4 In the spirit of cooperation and the desire to develop a unique working relationship between management and labor, it is understood and agreed that the grievance and arbitration procedures of this agreement are the sole and exclusive means for settling any dispute relating to the application of this agreement.

IN WITNESS WHEREOF, we attach our signatures


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

UFCW LOCAL 21

DocuSigned by:

 By _____
1F907091F314403...
 Suzanne Monford, President/CEO

DocuSigned by:

 By _____
3A21D5BA7E7847L...
 Faye Guenther, President

Date 8/6/2021

DocuSigned by:

 By _____
784A3BD9DB2040B...
 Regan McBride, Negotiator

Date 8/18/2021

Appendix "A"
Puget Consumers' Co-op
and
United Food and Commercial Workers Union Local No. 21

Stores covered by this Agreement are:

Kirkland
Greenlake Aurora
Greenlake Village
View Ridge
West Seattle
Issaquah
Fremont
Redmond
Edmonds
Columbia City
Bothell
Burien
Ballard
Bellevue
Central District

Appendix "B"
Puget Consumers' Co-op
and
United Food and Commercial Workers Union Local No. 21

Employee medical premium contribution 2021

Hours/Wk	EE/EE Ch	Spouse/DP†
28	\$50	\$50
30	\$37.50	\$37.50
32	\$25	\$25

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

Appendix "C"
Puget Consumers' Co-op
and

United Food and Commercial Workers Union Local No. 21

Medical/ Vision/Rx Plan		
2021 Health Care Plans		
Medical Network Benefit Outline	Base	Buy-up
Deductible (In/Out)	\$250/\$500 (2x fam)	\$150/\$300 (2x fam)
OOP Max incl. Deductible (In/Out)	\$1,000/\$2,000 (2x fam)	\$650/\$1,300 (2x fam)
Copays Apply to OOP Max?	Yes	Yes
Coinsurance (In/Out)	85/50%	85/60%
Office Visit	\$25 copay (dw)	\$20 copay (dw)
Prescription Drug Copay	\$10/\$20/\$40	\$10/\$20/\$40
Chiropractic / Spinal Manip.	\$25 copay (dw), 20 visits	\$20 copay (dw), 20 visits
Acupuncture	\$25 copay (dw), no limit	\$20 copay (dw), no limit
Naturopathic Services	\$25 copay (dw), no limit	\$20 copay (dw), no limit
Vision Exam	\$25 copay (dw)/12 mos	\$20 copay (dw)/12 mos
Vision Hardware Allowance	\$200/12 mos	\$200/12 mos
Monthly Ee Contributions	Wellness	Wellness
Employee	25.00	30.00
Employee + Spouse	55.00	60.00
Employee + Child(ren)	35.00	45.00
Employee + Spouse & Child(ren)	60.00	70.00
Monthly Ee Contributions	Non-Wellness	Non-Wellness
Employee	40.00	55.00
Employee + Spouse	90.00	105.00
Employee + Child(ren)	70.00	85.00
Employee + Spouse & Child(ren)	115.00	130.00
Spousal Surcharge for Spouse with access to coverage elsewhere	250.00	250.00

Letter of Understanding - 24

by and between

Puget Consumers' Co-op

and

United Food and Commercial Workers Union Local No. 21

During our most recent negotiations there was much discussion concerning the proper interpretation and application of Article 20 - No Strikes or Lockouts provision in the Labor Agreement between the Employer on behalf of its members, and U.F.C.W. Union Local #21. This letter is to confirm the parties' agreement that in the event a primary labor union picket line at the Employer's premises is established to support a legal strike and such picket line has been approved by U.F.C.W. Union Local #21, Article 20 permits the employees covered under our Labor Agreement to refuse to cross such primary labor union picket line, provided, however if such picket line is removed and thereafter re-established during the same labor dispute, such picket line will not be considered a sanctioned picket line by U.F.C.W. Union Local #21.

Letter of Understanding - 25

by and between

Puget Consumers' Co-op

and

United Food and Commercial Workers Union Local No. 21

This is to confirm that during the recent negotiations the Employers confirmed the Union's right to designate their Union Stewards. The parties also agreed that such designation of authority or responsibility shall not interfere with the normal performance of the employee's work.

Letter of Understanding - 26

by and between

Puget Consumers' Co-op

and

United Food and Commercial Workers Union Local No. 21

This letter is to set out the details of what occurs when an employee is promoted from one classification to another. There are three items that require modification on promotion; wages, seniority for work opportunities, and length of service for benefits such as vacation.

1. Wages: Employees promoted will be placed in the progression scheme on the new job so they receive some wage increase. Once placed in progression they will progress up the wage scale based on hours worked in the new job.
2. Seniority for work opportunities: Promoted employees will retain their seniority from their old job (wrapper or counter person) so long as there are no journeymen in the new job (this permits a bump-back to avoid layoff). Promoted employees will accumulate seniority in the new job during the “apprentice period”. Once the promoted employee becomes a journey person in the new job all bumping in the old job will be lost and the employee’s seniority date will be the date of hire. If a promoted person is bumped-back during the apprentice period they will be paid not less than what they currently earn but not more than the journey level of the lower classification (i.e.: if their current meat apprentice rate exceeds the journey wrapper rate and they bump-back to wrapper they will be paid at the journey wrapper rate.)
3. Length of service for benefits: Employees promoted will retain their most recent hire date for purpose of vacation accrual and other contractual benefits of a like nature. If an employee is hired January 1, 1993 and is promoted January 1, 1995 their “hire date” for vacation remains at January 1, 1993.

Letter of Understanding - 27

by and between

Puget Consumers' Co-op

and

United Food and Commercial Workers Union Local No. 21

This letter is to confirm certain discussions during negotiations of the Labor Agreement. During the first labor contract the parties executed a detailed settlement agreement as there was no past practice. During the negotiation of this Agreement the parties agreed to continue their practices as established and during the preceding agreement(s).

Letter of Understanding - 28

by and between

Puget Consumers' Co-op

and

United Food and Commercial Workers Union Local No. 21

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

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

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

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

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

Letter of Understanding - 29

by and between

Puget Consumers' Co-op

and

United Food and Commercial Workers Union Local No. 21

Training, Education and Career Development

1. PCC will contribute to WeTrain Washington \$5,000 per year to fund the participation of up to 10 workers per year in Meat and Seafood pre apprenticeship training program. Participants will be approved by the employer. PCC can send additional participants beyond the 10 at a rate of \$500 per participant. Such funds will be matched by UFCW 21.
2. The bargaining parties agree to consider jointly addressing future funding needs during the term of this agreement.

Nothing herein is intended to diminish work preservation rights the unions have under existing contractual provisions or law.

THE UNION DIFFERENCE

As a union member, you have certain rights at your workplace:

A Voice at Work

Because you have a union, you have a voice at work. A negotiating committee of union members and staff negotiate with management—as equals—over wages, benefits, working conditions, and other issues. The union committee pushes for the issues that union members choose. The result of negotiations is a proposed contract which members vote on before it takes effect.

Right to Union Representation

Every union member has the right to union representation during an investigatory interview that could lead to discipline. This is called your “Weingarten” right, after a Supreme Court case which established the right to representation.

Just Cause for Discipline

The just cause provision in your union contract ensures you have due process in cases of discipline. The just cause standard is a well-defined set of legal rules that involve several different “tests” of a disciplinary action. The tests of just cause provide considerable protection against retaliation, discrimination, or other unfair actions.

The Security of a Union Contract

As a union member, your wages and working conditions are spelled out in writing in a legally-binding union contract. You are not alone at the workplace—instead, you have the security of knowing that your rights are protected by your union contract and backed up by the 50,000 other members of UFCW 3000.

Union Leadership

UFCW 3000 leadership is provided by the member-elected Executive Board. The Executive Board is made of rank-and-file UFCW 3000 members from diverse workplaces, income levels and backgrounds.

My Shop Steward is:

My Union Rep is:

*Building a powerful Union that fights for economic,
political and social justice in our workplaces
and in our communities.*

Seattle: 5030 First Ave S, Suite 200, Seattle, WA 98134-2438

Mt. Vernon: 1510 N 18th St, Mt Vernon, WA 98273-2604

Des Moines: 23040 Pacific Hwy S, Des Moines, WA 98198-7268

Silverdale: 3888 NW Randall Way, Suite 105, Silverdale, WA 98383-7847

Spokane: 2805 N Market St, Spokane, WA 99207-5553

Spokane: 1719 N Atlantic St., Spokane, WA 99205

Tri-Cities: 2505 Duportail St, Suite D, Richland, WA 99352-4079

Wenatchee: 330 King St, Suite 4, Wenatchee, WA 98801-2857

Yakima: 507 S 3rd St, Yakima, WA 98901-3219

WWW.UFCW3000.ORG

UFCW3000



UFCW3000

1-800-732-1188 | MEMBER RESOURCE CENTER 1-866-210-3000

ks/opeiu8