

Agreement by and between  
**UFCW 3000**  
and  
**C.C. FILSON CO.**

Effective: 02-01-2022 – 03-31-2025

**UFCW3000**

Faye Guenther, President • Joe Mizrahi, Secretary-Treasurer





# WEINGARTEN RIGHTS

## Your Right to Union Representation

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

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

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

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

## Discipline? Contract violations?

## Call the Member Resource Center

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

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

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THIS AGREEMENT IS MADE AND ENTERED INTO BY AND BETWEEN C.C. FILSON CO., Party of the First Part, hereinafter referred to as “Company” or “Employer”, and the UNITED FOOD AND COMMERCIAL WORKERS, Local# 3000, Party of the Second Part, hereinafter referred to as “Union”.

Article 1  
CONDITIONS OF EMPLOYMENT

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

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

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

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

Article 2  
UNION LABEL

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

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

Article 3  
WORKING HOURS

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

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

Distribution Center	1 <sup>st</sup> Shift	6:30 a.m. to 3:00 p.m.
	2 <sup>nd</sup> Shift	11:30 a.m. to 8:00 p.m.
	Night Shift	3:30 to Midnight
Manufacturing	1 <sup>st</sup> Shift	7:00 a.m. to 3:30 p.m.
	2 <sup>nd</sup> Shift	3:30 p.m. Midnight.

The employer has sole discretion whether to schedule a second shift or a night shift.

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

3.01.2 All employees shall be at work during regular working hours. Infraction of this rule, such as tardiness, exceeding rest period(s) granted, leaving the employee's work before quitting time, will not be tolerated. The Employer will notify the Union in the event that any employee violates the above rule.

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

3.02.1 Time and one-half shall be paid for overtime. This means any hours worked in excess of forty (40) hours per week shall be paid at the rate of time and one-half. Double time shall be paid on Sunday. Employees who consent and whose regular shift is on Sunday shall be paid at straight time. Time and one-half shall be paid in addition to holiday pay for work performed on those holidays listed in this Agreement.

3.02.2 For Productivity Bonus Pay (PBP) operators the overtime premium will be based on the operator's bi-weekly average. Time and one-half overtime pay will be calculated at one and ½ times the greater of operator's Manufacturing Minimum wage as set forth in Section 12.02.02 (the "**Manufacturing Minimum**") or the operator's bi-weekly PBP rate. Double time overtime will be calculated at two times the greater of the operator's Manufacturing Minimum wage or the bi-weekly PBP rate.

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

#### Article 4 REST PERIODS

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

#### Article 5 HOLIDAYS

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

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

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

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

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

5.02.2 In order to be eligible for holiday pay, an employee who has otherwise qualified for holiday pay consideration by having been in the employment of the Employer for sixty (60) days prior to the holiday must also have actually performed services for the Employer within ten (10) days before or ten (10) days after the particular holiday, except in the case of a bonafide injury, illness, or an approved FMLA leave. Any employee laid off for more than ten (10) calendar days, or on personal leave shall not receive holiday pay. Employees who are on vacation during a holiday shall be eligible for holiday pay in accordance with **5.02.4**. Pay

for the holiday shall not be made until the first payday after the employee has returned to work.

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

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

5.02.5 In the event that the Company designates Juneteenth or any other federally or state allotted holiday for the benefit of its corporate employees, such designation shall be applied to the union members.

## Article 6 VACATION

6.01 Vacation Pay. Vacation is allotted annually and accrued over the course of a year. It shall be accrued for every compensable hour paid at the regular rate of pay. Vacation allowances are broken out by length of service. Employees shall be allowed to take accrued vacation after their first six (6) months of employment. Leave will change accrual rates the pay period in which the employee's anniversary falls. An employee shall not be entitled or required to take the third week consecutively with the balance of employee's vacation. Similarly, the employee shall not be entitled or required to take vacation for less than three (3) consecutive working days.

6.02

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

6.03 The base vacation year shall be defined as their anniversary of employment. Payment of vacation pay shall be made when the employee takes vacation leave. If not all vacation is taken, the employee shall be paid out accrued and unused vacation during the first payroll period of the following year. Notwithstanding the foregoing, each employee shall be permitted to roll over up to forty (40) hours of vacation time to the following calendar year, provided that such employee provide the Company written notice to Company's human resource department in the format set forth below on or before the date in which employee health benefits for the following year must be elected. The Employer will provide notice to employees of this benefit during open enrollment of other benefits. If employee fails to deliver proper notice timely, all remaining accrued hours shall be paid out pursuant



to this paragraph. Employee's delivery of notice for roll over shall be deemed a waiver of any right for payment of the applicable accrued vacation at any time. All hours rolled over, but not used in the following calendar year shall automatically expire without compensation or further right to roll over.

Format of Notice:

I, [insert name], elect to roll over [insert number of hours up to 40] hours of vacation time accrued during calendar year [insert current calendar year] to the following [insert calendar year]. I understand that the amount of my accrued vacation payout, if any remaining, shall be reduced based on the number of hours above.

[Signature AND Date]

6.04 If an employee leaves the employment of the Company for any reason the employee shall receive the appropriate percentage of vacation earnings since the last vacation period provided the employee has been with the Company not less than six (6) months.

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

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

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

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

Article 7  
LEAVE OF ABSENCE

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

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

7.03 Any employee who overstays an employee's leave may lose their seniority and may be reinstated at the sole discretion of the Company.

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

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

Article 8  
SENIORITY / LAYOFFS / JOB BIDDING

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

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

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

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

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

8.04.2. Is absent from work three (3) working days without notifying the Employer of the reason for his absence. Leaves of absence may be granted by the Employer.

8.04.3 Fails to report for work within five (5) consecutive days after being notified by letter from the Employer mailed to the last address on the Employer's records.

8.04.4 Is laid off for more than eighteen (18) months.

8.04.5 Fails to return to work after a leave of absence

8.05 Job Bidding. Permanent vacancies within each department shall be posted within five (5) working days for a period of five (5) working days. Employees shall be eligible to bid for that vacancy. A successful bidder shall be restricted from any further bidding for six (6) months from date of such bid.

Selection shall depend upon seniority and ability to perform the job to the satisfaction of the Company. The employee will be granted a reasonable period of time to demonstrate proficiency. If the employee is unable to demonstrate ability to perform the work required during the trial period of not less than ten (10) working days, the employee will be returned to their former job.

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

## Article 9 GENERAL CONDITIONS

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

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

9.01.2 Operators are required to do first-class work. Threads must be trimmed and work must be finished in proper order by each operator. Operators must report anything wrong with their work, such as cutting, notching and assembling, to the party in charge of their work.

Compensation will be made to such operator for all loss of time due to this type of problem.

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

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

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

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

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

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

## Article 10 JURY DUTY

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

Productivity Bonus Pay (PBP), during the regular working hours missed while performing such service.

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

## Article 11 NONDISCRIMINATION

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

## Article 12 CLASSIFICATIONS & WAGES

12.01 Productivity Bonus (PBP). Productivity Bonus Pay shall mean a fluctuating rate of pay rate tethered to a Minimum Base Rate (as defined below) which pay adjusts up or down based on percentage productivity for the applicable skill performed relative to standard efficiencies. Standard efficiencies (the "**PBP Standards**") for operations (each a "**PBP Operation**") will be established by time studies, standard data, predetermined times (normally accepted time allowances for incremental sewing operations based on studies by independent engineering consultants), comparison to like operations, or by estimates.

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

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

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

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

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

12.01.6 Each operator's quarterly PBP hourly pay rate will be the average of the weekly average hourly rate earned by such employee on all PBP Operations performed by such employee for the thirteen (13) weeks ending on a the most recent bi-weekly pay period on a rolling basis (the "**Quarterly Rate**").

Copies of employees' Quarterly Rates shall be furnished to the Union upon request, which shall be no more often than quarterly.

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

12.01.8 Manufacturing Minimum wage will be paid to operators when they are not on PBP. Notwithstanding the foregoing, the operator shall be paid the greater of Manufacturing Minimum wage or Quarterly Rate in the following instances:

- (i) Operator is off standard due to some Company caused problem or situation, thus preventing the operator the opportunity of earning PBP rates;
- (ii) Operator is performing sample work;
- (iii) Operator is attending mandatory operator meetings;
- (iv) If due to lack of work, an operator is given the option of either going home without pay or doing an operation operator is unfamiliar with and employee elects to do the work; or
- (v) Operator is waiting for work, provided the employee has given the service help advance notice when running low on work; if advance notice is not given, employee's work will be payable through PBP earnings.

12.01.13 An operator will not be compensated with Time Work when the operator had to do repairs on the operator's own work, unless the repairs are performed during overtime hours.

12.01.15 The operator is required to have their Supervisor sign off on all Time Work being claimed.

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

event that any of the minimum time work rates set forth in Section 12.02.02 below are less than the \$0.40 greater than the applicable Minimum Wage, all time workers who have been employed for at least one (1) year shall receive not less than \$0.40 per hour above the Minimum Wage. Notwithstanding the foregoing, in no event shall a reduction in the Minimum Wage serve to reduce the Minimum Wage then paid to any employee.

12.02.1 There shall be the following categories of Time Work associates:

**Machine Operators** shall mean those employees who are properly qualified and trained to use forklifts, reach trucks, cherry pickers, truck drivers or other similar specialized equipment designated by Company or are journeyman mechanics, but excluding work access vehicles (WAVs), scissorlifts and other similar equipment. The rate applicable to Machine Operators shall apply to their work at all times, whether or not they are operating any equipment.

**Lead Associates** shall mean those employees that serve as leaders of other staff, who understand all aspects of the assigned area of responsibility and guides and trains team players as to the proper methods to execute a function successfully.

**Warehouse I** shall mean those employees who perform heavy warehouse duties in the handling of heavy or bulky merchandise throughout the warehouse, picking/packing, shipping, servicing, inspecting incoming freight, or other similar functions that do not otherwise meet the requirements for another category. All Warehouse I personnel who have not been promoted to Warehouse II within one (1) year of continuous employment shall be automatically promoted to Warehouse II on the anniversary of their first (1<sup>st</sup>) day of employment.

**Warehouse II** shall mean those employees who perform perform the same or similar services as a Warehouse I, but do so at the highest level of quality or performance, who has no less than 6 months experience as a Warehouse I employee.

**Manufacturing Support Associate I** shall mean those PBP employees, who are not otherwise PBP employees, who perform preparatory work for the manufacturing or sale of garments, including without limitation, labeling, bundling, cutting, servicing, sample sewing or quality assurance in-line. All Manufacturing Support Associate I personnel who have not been promoted to Associate II within one (1) year of continuous employment shall be automatically promoted to Manufacturing Support Associate II on the anniversary of their first (1<sup>st</sup>) day of employment.

**Manufacturing Support Associate II** shall mean those employees who perform the same or similar services as Manufacturing Support Associate II, but do so at the highest level of quality or performance, who has no less than 6 months experience as an Associate I employee.

**PBP Support** shall mean those PBP employees off standard, regardless of whether or not their off standard duties fall within any other category described above.

12.02.2 Rates of Pay.

The minimum Time Work Rates per hour are set forth in the table below. No employee shall suffer a loss in compensation as a result of the adoption of this table.

Time Work Position	02/01/2022-01/31/2023	02/01/2023-01/31/2024	02/01/2024-03/31/2025
Machine Operators	\$19.10	\$19.60	\$20.10
Lead Associates	\$19.40	\$19.90	\$20.40
Warehouse I	\$17.00	\$17.40	\$17.80
Warehouse II	\$18.40	\$18.90	\$19.40
Manufacturing Support I	\$17.00	\$17.40	\$17.80
Manufacturing Support II	\$18.40	\$18.90	\$19.40
Manufacturing Minimum (PBP Support)	\$17.00	\$17.10	\$17.20

In addition, all employees working a designated “night shift” shall receive a \$0.50 premium per hour on the rates above, or if greater, their then current applicable rate.

Adjustments in the wages paid from February 1, 2022 to the date the wages in this Agreement are executed, shall be payable based on the chart above to those employees that are in the employ of the Company as of the date of the ratification of this Agreement. Such back pay shall be paid either on the second pay cycle following ratification, but no later later than on the pay cycle following thirty (30) days after the execution of this Agreement. Provided however, that with respect to PBP employees that adjustment shall be \$0.31 per hour (the difference in the Manufacturing Minimum from the prior rate).

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

12.04 Wages – Productivity Bonus Pay (PBP). All employees working on PBP will be paid not less than the Minimum Wage.

12.04.1 As a condition of continued employment, within six (6) months of employment each employee working on PBP must maintain an hourly quarterly PBP average equal to or exceeding the Minimum Wage. Only for purposes of this article, employees hired prior to April 1, 2008, shall be considered as having been hired on that date.

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

12.04.3 The Minimum Base Rate for all PBP Operations shall not be less than \$24.00 per hour for February 1, 2022 – January 31, 2023; \$24.50 effective February 1, 2023 – January 31, 2024 and \$25.00 effective February 1, 2024 - March 31, 2025.



For purposes of all PBP Operations, the term “Minimum Base Rate” shall mean the rate of pay if employee meets the efficiency standard at a 100% as set forth in the PBP Standards for the applicable PBP Operation(s) performed during the hour being compensated for. All calculations of pay shall be proportionately based off of the Minimum Base Rate against the Manufacturing Support wage. By way of example only, if the Minimum Base Rate is \$20.00 and the employee performance is 90% (\$20.00 x 90%), the employee would receive \$18.00; however if the employee performance is 60% the PBP rate would be \$12.00 (\$20.00 x 60%) and therefore, the employee would receive the Manufacturing Support wage of \$16.69 as their guaranteed rate of pay.

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

### Article 13 COMPLAINTS AND GRIEVANCES

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

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

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

13.01.3 STEP 3. If the issue is not resolved in Step 2, then the aggrieved party may, within fifteen (15) days of the Committee's decision, refer the grievance to a neutral party selected from a list of seven names supplied by the Federal Mediation and Conciliation Service. The parties, with the Union commencing first, shall alternately strike names from the list until only one (1) remains who shall be designated as the arbitrator. The decision of the neutral party as arbitrator shall be binding upon the parties and each party shall pay one-half (1/2) of the arbitrator's fees. The arbitrator shall not have authority to add to, modify, or detract from the provisions of the Agreement.

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

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

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

13.03 Employee Matters:

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

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

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

Article 14  
HEALTH AND WELFARE

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

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

14.01.2 Coverage.

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

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

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

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

14.01.5 Employee will be responsible for the additional cost of the buy-up plan.

Wellness plan will require a biometric screening and termination of tobacco use.

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

BMI

Glucose

Cholesterol

Blood Pressure

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

14.01.8 Offer dental coverage at same Employer premium contribution.

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

#### Article 15

#### WESTERN EMPLOYEES BENEFIT TRUST (401(K))

15.01 WESTERN EMPLOYEES BENEFIT FUND. The Western Employees Benefit Plan is complete within itself and by this reference made a part hereof.

15.02 PAYMENTS REQUIRED. Effective October 3, 2023 the Employer agrees to begin making contributions to the Western Employees Benefit Plan of (\$.10) ten cents for each compensable hour. Employer contributions shall be computed bi-weekly, based on all hours compensated for in such pay period. The total amount due for each pay period shall be remitted in a lump sum not later than fifteen (15) days after the last day of the month in which the pay period falls in. The Employer agrees to furnish such data as may be required by the Trustees in administering and carrying out the provisions of the Plan. Effective no later than 90 days following the ratification of this agreement, the Employer contributions will be remitted to the Plan no later than 90 days following the ratification of this agreement.

The Employer agrees to recognize pre-tax wage deferral elections made by employees covered by the collective bargaining agreement and to transmit the amounts withheld from such employees' wages as soon as the funds can be transmitted and no later than the 15th day of the month that follows the one in which the pay period falls to the bank or other depository designated by the Plan Administrator. The Employer shall furnish UFCW 3000 members with payroll deduct forms and relevant information to allow for personal contributions into the Western Employees Benefit Plan. Open enrollment is the first day of the month.

15.03 DAMAGES FOR NONPAYMENT. In so far as payments by the individual Employer into this Trust are concerned, time is of the essence. The parties recognize and acknowledge that the regular and prompt payment of amounts due by individual Employers to the Trust is essential to the operation of the Trust and the provision of benefits under the Benefit Plan and thus it would be extremely difficult, if not impractical, to fix the actual expense and damage to this Trust and to the covered employee which will result from the failure of an individual Employer to make such monthly payments in full within the time provided. Therefore, it is agreed that the amount of damage resulting from such failure to make contributions hereunder before the twenty-fifth (25th) day of the month in

which they are due shall be, by way of liquidated damages and not as a penalty, the sum of fifty dollars (\$50.00) for each failure to pay in full within the time provided which amount shall become due and payable to this Trust at the principal office of this Trust upon the day following the twenty-fifth (25th) day of the month in which such delinquency occurred, and shall be added to and become a part of said amount due and unpaid and the whole thereof shall bear interest at the rate of twelve percent (12%) per annum until paid. If the Employer defaults in whole or in part in the payment of any payments due this Fund, in addition to the amount due and the liquidated damages provided for in this Article, there shall be added to the obligation of the defaulter all reasonable expenses incurred by this Fund in the collection of the same, including, but not limited to, reasonable attorneys' (with a minimum of fifty dollars (\$50.00)) and accountants' fees, costs of attachment bond, and court costs. It shall be the duty of the Trustees to enforce collection of payments due the Trust from the individual Employers and, in the event of legal action, the venue shall be laid in King County, Washington.

15.04 ADMINISTRATION. The Employer shall, when an employee leaves his employ, note on the Trust report forms one (1) of the following reasons therefore: (a) terminated; (b) approved leave of absence; (c) disability absence; or (d) death.

#### Article 16 SAFETY COMMITTEE

16.01 The Employer agrees that it will provide a safe and healthy workplace in compliance with applicable federal, state and local laws and regulations and agrees to correct any unsafe conditions or safety or health hazards, within its control, as soon as reasonably possible. The Employer agrees to promptly investigate all hazards, unsafe conditions and accidents brought to its attention and to promptly remedy any conditions which do not comply with applicable laws which its investigations reveal, if those hazards and/or conditions are within its control. The Employer will furnish, at its expense, all safety and protective equipment required or advisable for the protection of employees consistent with OSHA, WISHA, DOSH, Municipal and CDC applicable guidelines.

16.02 The employer shall work with the Union in the formation and development of the Health and Safety Committee to discuss issues of Health and Safety of all members covered by this agreement. The Committee shall include up to three (3) bargaining unit representatives. The Committee shall meet in accordance with State and Local laws. Attendance by Union staff representatives will be allowed.

#### Article 17 NO STRIKE, NO LOCKOUT

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

#### Article 18 CHANGE OF OWNERSHIP

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

Article 19  
LABOR-MANAGEMENT COMMITTEE

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

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

Article 20  
VOLUNTARY POLITICAL ACTION FUND

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

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

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

Article 21  
SICK LEAVE

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

Article 22  
BEREAVEMENT LEAVE

An employee who requests a leave of absence from work on account of a death of a member of his immediate family shall be granted time off with pay as the circumstances may require, not to exceed two (2) scheduled work days. In addition, each employee may receive up to three (3) work days of unpaid leave relative to each claim of bereavement up to a maximum six (6) days of unpaid leave per calendar year. Such unpaid leave shall be taken within a reasonable period of time from the date of the death and shall require no less than forty-eight (48) hours' notice to Company. The immediate family of an employee shall be understood to mean: spouse of an employee, the biological, adoptive or foster parent, or child of the employee, brother, sister, father-in-law and mother-in law. The Company reserves the right to request reasonable proof related to such leave.

Article 23  
TERM OF AGREEMENT

THIS AGREEMENT shall be effective February 1, 2022 and shall remain in full force and effect until March 31, 2025. Either party may reopen this agreement for negotiations upon written notice to the other party ninety (90) days prior to the expiration date of this Agreement.

WITNESS OUR HAND AND SEAL THIS 6th DAY OF October 2023.

C. C. FILSON CO.

By: *Neil Morgan*

Name: Neil Morgan

Title: President

UNITED FOOD & COMMERCIAL  
WORKERS, Local 3000

By: *Faye Guenther*

Name: Faye Guenther

Title: President

By: *Andrew Heyman*

Name: Andrew Heyman

Title: Union Negotiator

# THE UNION DIFFERENCE

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

## A Voice at Work

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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

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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

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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

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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

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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:

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# My Union Rep is:

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*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](http://WWW.UFCW3000.ORG)

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**UFCW3000**

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

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