

Agreement by and between
UFCW 3000
and
Law Office of Richard A. Ekman

Effective: 01-01-2021 – 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

TABLE OF CONTENTS

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT.....1

ARTICLE 2 - UNION SECURITY1

ARTICLE 3 - DEFINITIONS.....2

ARTICLE 4 - BASIC WORK WEEK/HOURS/PREMIUM PAY.....2

ARTICLE 5 - SENIORITY.....2

ARTICLE 6 - WAGES3

ARTICLE 7 - HOLIDAYS.....3

ARTICLE 8 - VACATIONS4

ARTICLE 9 - LEAVES.....5

ARTICLE 10 - HEALTH AND WELFARE, DENTAL & VISION.....5

ARTICLE 11 - RETIREMENT.....8

ARTICLE 12 - GENERAL CONDITIONS.....12

ARTICLE 13 - DISCIPLINE/DISCHARGE12

ARTICLE 14 – GRIEVANCE PROCEDURE.....12

ARTICLE 15 - CLAUSES RELATING TO AGREEMENT13

ARTICLE 16 - DURATION OF AGREEMENT.....14

THIS AGREEMENT is entered into by and between UFCW Local 21, chartered by the United Food and Commercial Workers International Union, hereinafter called the "Union" and Law Office of Richard A. Ekman hereinafter called the "Employer".

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

1.01 Recognition of the Union - The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all classifications listed herein, employed by the Employer, with respect to rates of pay, wages, hours and all other conditions of employment.

ARTICLE 2 - UNION SECURITY

2.01 Union Security - It shall be a condition of employment that all employees who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement shall, on the 30th day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees hired on or after the effective date of this Agreement shall, on the 30th day following the beginning of such employment, become and remain members in good standing in the Union. For the purpose of this section, the execution date of this Agreement shall be considered as its effective date. The Employer shall discharge any employee as to whom the Union delivers to the Employer a written notice that such employee is not in good standing in conformity with this section.

2.02 Deduction of Union Dues - The Employer shall provide for the payroll deduction of regular monthly Union dues upon proper authorization of each employee. Each employee shall, within thirty (30) days after commencement of employment, provide the Employer with a signed authorization for such deductions.

2.03 Dues deductions shall be immediately forwarded by the Employer to the Union, accompanied by a written explanation of individual deductions made. In the event of a properly authorized change in the regular monthly Union dues, the Union will give the Employer thirty (30) days' notice prior to the Employer's effecting said change.

2.04 The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken or not taken by the Employer in reliance upon signed authorization cards furnished to the Employer by the Union or for the purpose of complying with any of the provisions of this Article.

2.05 Union Visitation - The Business Representatives of the Union are to have the right to enter the Employer's premises for the purpose of interviewing the employees covered by this Agreement.

2.06 Political Action Voluntary Check-Off- The Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution authorization form. The amount deducted and a roster of each employee authorizing assignment of wages will be transmitted to the Union. The Union and each employee authorizing assignment of wages for payment of the voluntary political action contributions hereby undertakes to indemnify and hold harmless from all claims, demands, suits and other liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

ARTICLE 3 - DEFINITIONS

3.01 Regular Full-Time Employees - Employees who are regularly scheduled to work forty (40) hours per week.

3.02 Regular Part-Time Employees - Employees who work a varied schedule of less than forty (40) hours per week.

3.03 Extra Employees - Employees who work on call, subject to business fluctuations, as needed by the Employer. An extra employee is not subject to the requirements of Section 2.01 until 692 hours of employment in a calendar year are completed. Extra employees are not subject to Articles 10 and 11. An extra employee who works more than 692 hours in a calendar year will be subject to Section 2.01 and Articles 9, 10, and 11 as of the first of the next month with no probationary period.

ARTICLE 4 - BASIC WORK WEEK/HOURS/PREMIUM PAY

4.01 Basic Work Week Defined - The basic work week for all employees covered by this Agreement shall be forty (40) hours, consisting of five (5) eight (8) hour days, Monday through Friday.

4.02 Work Week/Premium Hours - All work performed in excess of forty (40) hours in a week or in excess of thirty-two (32) hours per week wherein a holiday occurs, or in excess of eight (8) hours per day or on Sundays, shall be paid for at one and one-half (1½) times the employee's current hourly rate.

4.03 Work Week Deviations - By agreement among the Employer, Union and employee, a work week of four (4) ten (10) hour days may be worked. This arrangement can be withdrawn by either the Employer or the employee with thirty (30) written days notice. A shorter notification period is acceptable if all parties are amenable to an earlier conversion of the previous arrangement.

ARTICLE 5 - SENIORITY

5.01 Seniority shall be defined as the length of continuous employment with the Employer. A temporary absence from work such as necessitated by accident or illness, or by an approved leave of absence, shall not break seniority. On the other hand, a voluntary quit or discharge for just cause, or failure to return from a leave of absence, or an absence from the work place which exceeds 180 days, will break seniority.

5.01.1 If an employee has an absence from work which is going to exceed 180 days, the Employer may, if requested by the employee or by the Union, agree to an extension of the 180 day period. Such an extension must be in written form and must be agreed to by the Union.

5.02 An employee's seniority shall be recognized when it is necessary to increase or decrease the number of employees or their work hours.

5.03 The following provisions shall prevail upon completion of a probationary period of 1,040 hours or six (6) months of employment, whichever occurs first. Termination during the probationary period shall not be subject to the provisions of Article 14 - *Adjustments and Arbitration*. Employees hired

before January 10, 2002 shall have a probationary period of 350 hours or ninety (90) calendar days, whichever comes first.

ARTICLE 6 - WAGES

6.01

All current Employees shall receive a 2% wage increase effective January 1, 2021.

All current Employees shall receive a 2% wage increase effective January 1, 2022.

All current Employees shall receive a 2% wage increase effective January 1, 2023.

Title	Current Hourly	1-1-2021	1-1-2022	1-1-2023
Manager/Paralegal	\$36.94	\$37.68	\$38.43	\$39.20
Bookkeeper/Paralegal	\$26.26	\$26.79	\$27.32	\$27.87
Paralegal	\$26.26	\$26.79	\$27.32	\$27.87
Legal Secretary	\$21.97	\$22.41	\$22.86	\$23.31
Secretary/Receptionist	\$21.23	\$21.65	\$22.09	\$22.53

The wage rates contained in this Agreement represent minimums only and may be increased by the Employer at any time.

6.02 Statement of Wages to Be Furnished - Pay checks shall be issued to all employees, showing wages, hours, overtime credits, premium pay and all deductions.

6.03 Pay Adjustments - Employees who have a wage adjustment due them, due to an error in pay calculation shall be given the adjustment upon discovery of the error by separate check or voucher. Upon termination, employees shall be paid all monies due them no later than their next regular pay day.

6.04 Prior Experience Recognized - Previous experience in comparable work may be recognized in placing a new employee in the proper wage bracket.

6.05 New Classifications - Should the Employer establish new office classifications not covered by this Agreement, the Employer and the Union shall meet to negotiate new rates.

ARTICLE 7 - HOLIDAYS

7.01 Holidays Designated - The following days shall be considered holidays without loss of pay:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Presidents' Day	Friday after Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Personal Day

7.02 No Work Required on Traditional Holidays - No employee will work on any of the above named holidays. The Personal Day holiday may be taken at a mutually agreeable time within the

calendar year. Should operating conditions warrant, the Employer and the Union may waive this clause by mutual agreement.

7.03 Each employee following completion of the probationary period, is to be paid for such holiday at their hourly rate, provided, that the employee is on duty his/her scheduled working day preceding the holiday and his/her scheduled working day following the holiday, except, if the employee was absent because of a bona fide illness or Authorized Leave of Absence commencing within fifteen (15) days prior to the holiday and who returns to regularly within fifteen (15) days following such holiday. When any of the aforesaid holidays fall on Sunday, the following Monday shall be observed as the holiday. When any of the aforesaid holidays fall on Saturday, the preceding Friday shall be observed as the holiday. The holiday shall be the Federal holiday unless state courts are open that day. In the event state courts are open, the Employer shall have the option of designating the preceding Friday or following Monday as the holiday.

7.04 It is understood and agreed that any week in which a holiday falls shall be a thirty-two (32) hour week, and all work performed in excess of the thirty-two (32) hours during such holiday shall be paid at overtime rates.

7.05 It is understood and agreed that for the purpose of calculating the amount of holiday pay due an employee, that the Employer shall utilize an employee's average number of hours regularly worked in the twelve (12) weeks preceding the holiday.

ARTICLE 8 - VACATIONS

8.01 Vacation Formula - For the purposes of calculation, vacation credits shall be credited as of the Anniversary Date and the vacation for that year shall be paid as follows:

1. After One (1) Year of Employment.....Two (2) full weeks' vacation. Two (2) hours of vacation to be credited for every fifty (50) hours worked up to a maximum of eighty (80) hours of vacation pay.
2. After Four (4) Years of Employment.....Three (3) full weeks' vacation. Three (3) hours of vacation to be credited for every fifty (50) hours worked up to a maximum of one hundred twenty (120) hours of vacation pay.
3. After Ten (10) Years of Employment.....Four (4) full weeks' vacation. Four (4) hours of vacation to be credited for every fifty (50) hours worked up to a maximum of one hundred sixty (160) hours of vacation pay.
4. After twenty-five (25) Years of Employment.....Five (5) full weeks' vacation. Five (5) hours of vacation to be credited for every fifty (50) hours worked up to a maximum of two hundred (200) hours of vacation pay.

8.02 Vacation Pay - Vacation compensation shall be paid at the current hourly rate. Vacations are to be taken on a current basis. Vacations may only be carried over from one year to another by mutual agreement between the employee and the Employer.

8.03 Vacation/Terminated Employee - When an employee who is entitled to a vacation and who has not received said vacation, shall have severed his/her employment with the Employer for any reason except dishonesty, he/she shall receive his vacation pay, provided that if he/she leaves the Employer's service of his/her own volition, he/she must have given the Employer at least fifteen (15) days' notice of his/her intention to do so in order to be entitled to termination vacation pay. If discharged for dishonesty, the employee forfeits his/her right to such pay in lieu of vacation.

ARTICLE 9 - LEAVES

9.01 Jury Duty - Employees called to jury duty shall receive the difference between their regular pay and the pay received for such jury duty during the period of actual jury service up to a maximum of two (2) weeks.

9.02 Funeral Leave - The Employer agrees to grant three (3) days' funeral leave with pay in the event of a death in an employee's immediate family (spouse, domestic partner, son, daughter, mother, father, brother, sister, mother-in-law and father-in-law), and in the event of a death of a brother-in-law, sister-in-law, step-parent, step-child, grandparent, or grandchild one (1) day if the funeral is in King or Snohomish Counties or two (2) days if the funeral is out of King and Snohomish Counties.

9.03 Sick Leave - All regular employees shall accrue paid sick leave at the rate of four (4) hours per month. The maximum sick leave accumulation shall be ninety-six (96) hours. Sick leave may be used for doctor and dental appointments and family medical events. Upon their voluntary termination, following the completion of the probationary period, an employee shall be compensated for twenty-five percent (25%) of their unused sick leave, at their current rate of pay, up to a maximum of twenty-four (24) hours.

9.04 Sick leave shall be coordinated with insured time loss and workers' compensation payments to allow up to one hundred percent (100%) of an employee's regular daily earnings.

9.05 The benefits described in this Article are payable to employees following the completion of the probationary period.

9.06 Leave of Absence – A 'leave' is a predetermined and definite period of time during which the employee is permitted to be absent from work without loss of accumulated benefits. All leaves are to be requested as far in advance as possible. The request should state the purpose for the leave and the amount of time requested. The Employer and employee will meet to discuss the conditions of the leave and time frame. The terms will be detailed in writing. Leaves may be granted for health, including maternity, personal injury or illness, personal reasons or family concerns. All leaves are subject to approval by the Employer.

ARTICLE 10 - HEALTH AND WELFARE, DENTAL & VISION

10.01 Health, Welfare, Dental & Vision Benefits - The Health and Welfare and Dental program established by the parties to this Agreement is set forth in a separate document known as

the Sound Health and Wellness Trust Fund dated January 1, 1959, and as subsequently amended, the provisions of that Agreement shall be considered a part hereof.

10.02 The Employer and the Union agree to be bound by the terms and provisions of the Trust Agreement creating the Sound Health and Wellness Trust, dated January 1, 1959, 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 Plan Document, the Trusts' Rules and Regulations, the Summary Plan Description, and other pertinent procedures, practices, and Trustee actions. The Employer accepts as its representatives, for the purpose of this Trust Fund, the Employer Trustees serving on the Board of Trustees of said Trust Fund and their duly appointed successors. The Employer and the Union agree to be bound by the Health and Welfare Labor Agreement, effective May 2007, by and between Allied Employers, Inc., and UFCW Union Locals Nos. 21, 44, 81, 367, 1439, UFCW International (AFL-CIO), and Teamsters Union Local 38, and by all subsequent revisions or amendments thereto.

10.03 Contributions - Effective January 2018, based on December 2017 hours, the Employer shall pay into the Trust such sum as may be set from time to time by the Board of Trustees of said Trust Fund, on behalf of all members in the bargaining unit. Contributions shall be made only upon the first 173 hours worked in a month under this Agreement.

10.04 Dependent Coverage - Full family coverage is provided. The Employer shall pay the dependent coverage rate as set by the Board of Trustees on behalf of each eligible employee desiring dependent medical coverage under the Trust.

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

10.06 Absence from work by an otherwise eligible employee by reason of vacation or holiday shall not disqualify such employee for Health and Welfare Benefits, and a contribution shall be made for such employee.

10.07 The Employer provides a long-term disability plan which provides sixty percent (60%) replacement of lost wages due to total and permanent disability, coordinates with Social Security Disability Retirement and starts with the 120th day of disability or upon exhaustion of the time-loss benefit under the Health & Welfare Plan, whichever is greater. This long-term disability plan shall remain in effect and continue throughout the term of this Agreement.

10.08 Employer Contribution. Effective with October 1, 2019 ("Effective Date") hours, the Employer will contribute to the Sound Health and Wellness Trust on behalf of all employees in the bargaining unit as follows:

(a) Effective with October 1, 2019 hours, the Employer's current contribution rate(s) shall be reduced by twenty-one cents per hour except that, effective for hours upon notice by the Sound Health and Wellness Trust, the Employer's contribution rate shall further decrease on a

temporary basis in order to allow for an increase in the Employer contribution rate to the Sound Retirement Trust under Section 11.08(i).

(b) Additionally, beginning with the month following notice from the Trustees of the Health and Wellness Trust that a temporary reduction in the Employer's contribution rate is authorized, the amount of such reduction shall be added as a monthly employer contribution to the Sound Retirement Trust on behalf of all eligible employees as described in Section 11.08(i). These amounts are in addition to the employer contributions required under Section 11.08(i). The payment of such reduced contributions shall continue until the earlier of the thirteenth month following the effective date of the reduction or when the Trustees determine, in their sole discretion, that the amount of surplus assets in the Health and Wellness is reduced to, or anticipated to be reduced to zero. The Health and Wellness Trust shall provide notice of such determination. However, in no event shall the Employer's contribution rate to the Health Trust be reduced below \$4.65 per hour if the Trust excess assets (above the required reserves) are anticipated to fall below 2 ½ months of excess reserves before such date.

(c) Starting October 2020, every six months through March 2022, the consultants will project Plan expenses and income and report these amounts to the Trustees. Based on those projections, the Trustees will set the contribution rate (with a minimum rate of the initial hourly rate before the temporary decrease and up to a maximum rate of \$5.19 that is anticipated to result in an excess reserve of \$52 million by April 30, 2022. Each recalculated rate shall become effective for the Employer as of the effective date determined by the Trustees and the Employer shall pay the recalculated rate as of such effective date.

(d) In March 2022, the consultants will determine the actual current hourly cost of the plan based on (1) the most recent 12 months of incurred plan expenses adjusted to reflect trend to the 12-month period ending April 30, 2022, (2) the most recent 12 months of employee contributions, (3) the most recent 12 months of hours, and (4) expected investment income. The contribution rate will be set based on this hourly cost analysis and shall become effective with April 2022 hours, provided that the hourly rate shall not exceed \$5.19 and not be less than \$4.86. However, for January through March 2022, the Employer's contribution rate will be temporarily reduced from this contribution rate by such amount as to redirect the total amount of \$15 million for all employers to the Variable Annuity Plan.

(e) The buy-up rate, if applicable, also will be decreased and increased accordingly.

10.09 The Employers party to this Agreement shall continue to pay on a per compensable hour basis (maximum of one hundred and seventy-three (173) hours per calendar month per employee) into the Sound Health & Wellness Trust for the purpose of providing the employees with hospital, medical, surgical, vision, group life, accidental death and dismemberment, weekly indemnity benefits and dental benefits in accordance with the contribution rates and related provisions established by the separate Health and Welfare Agreement between Allied Employers, Inc., and various Local Unions dated April 1, 1977 and as subsequently amended, including the revision dated May 5, 2013.

10.10 The Health and Welfare contribution referred to shall be computed monthly and the total amount due for each calendar month shall be remitted in a lump sum not later than twenty (20) days

after the last day of the month in which the contributions were earned.

(a) Notwithstanding the foregoing Section, the Board of Trustees of the Sound Health & Wellness Trust shall have the authority to establish and enforce a method for reporting contributions on an accounting period basis, rather than a calendar month basis. In such 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 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.

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

ARTICLE 11 - RETIREMENT

11.01 Savings Plan - Effective January 1, 2012, the Employer shall pay one dollar (\$1.00) per hour to the Western Employees Benefit Trust on behalf of all employees covered by this Agreement.

11.02 The Employer and the Union agree to be bound by the terms and provisions of the executed Trust Agreement October 30, 1981 and as subsequently amended known as the Western Employees Benefit Trust. Further, the Employer accepts as its representatives, for the purpose of such Trust Fund, the Employer Trustees who serve on the Board of Trustees of said Trust Fund and their duly appointed successors.

11.03 401(k) Plan - The Employer shall establish a 401(k) Retirement Savings Plan for its employees. The amount of any Employer profit-sharing or matching contribution made to the 401(k) Plan shall be entirely within the discretion of the Employer and may be changed from year to year. The Employer shall pay into the 401(k) plan, as an Employer contribution, the amount of four percent (4%) of an employee's gross hourly wages per month. Effective January 1, 2021 the Employer shall pay into the 401(k) Plan, as an Employer contribution for employees with sixty (60) months of continuous service the amount of ten percent (10%) of the employee's gross hourly wage per month, the Employer shall pay twenty percent (20%) for employees with one hundred and eighty (180) months of service, the Employer shall pay twenty percent (20%) for employees with two hundred and forty (240) months of service.

11.04 Sound Retirement Trust - Each Employer and the Union agree to be bound by the terms and provisions of that certain Trust Agreement creating the Sound Retirement Trust (formerly Retail Clerks Pension Trust Fund), 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 Plan Document, the Trusts' Rules and Regulations, the Summary Plan Description, and other pertinent procedures, practices, and Trustee actions. Further, each Employer Trustee will be appointed by Allied Employers, Inc. to serve on the Board of Trustees of said Trust fund and their duly appointed successors. Each 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.

11.05 The contribution referred to in Article 11 shall be computed monthly (with a maximum of one hundred and seventy-three (173) hours per calendar month per employee) 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. The term "compensable hour" shall have the same meaning as set forth in Article 10.

11.06 Notwithstanding the foregoing Article, the Board of Trustees of the Sound Retirement Trust shall have the authority to establish and enforce a method for reporting contributions on an accounting period basis, rather than a calendar month basis. In such 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.

11.07 The provisions of Section 17.3.1 of Article 17 of this Agreement shall in no way apply to or effect the Employer's obligation to pay contributions to this Trust Fund.

11.08 Sound Retirement Trust - Pension Protection Act ("PPA").

(a) This Agreement is to be subject to the Preferred Schedule of the Rehabilitation Plan adopted by the Board of Trustees for the 2018 Plan year as revised December, 2019.

The Employer shall contribute in accordance with such Schedule and Exhibit A.

(b) The Board of Trustees is authorized and directed to take all reasonable measures to cooperate and assist in achieving the objectives of this Section.

(c) Until the effective date of the new future service defined benefit variable plan under Section 11.09, 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.

Current CBA Period	1/2018 - 12/2020	1/1/2021 or first month following ratification	1/1/2022	1/1/2023
Base	\$ 0.280	\$ 0.280	\$ 0.280	\$ 0.280
Pre-Rehab Rate	\$ 0.170	\$ 0.170	\$ 0.170	\$ 0.170
Current Rehab Rate	\$ 0.754	\$ 0.920	\$ 1.056	\$ 1.192
TOTAL	\$ 1.204	\$ 1.370	\$ 1.506	\$ 1.642

(d) Upon the effective date of the new future service defined benefit variable plan under Section 11.09 , 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.

(e) 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.

(f) 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.

(g) 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 prior to the freeze date. In addition, the Parties ask the Trustees of the Plan to explore adopting specific language that all additional contributions will not be used in calculations of the employers' share of the unfunded vested benefits, to the extent permitted by law.

(h) The parties recognize that this global solution for the pension funding liabilities is contingent on the full implementation of the agreement between Safeway/Albertson's and the Union and the full implementation of the agreement between Kroger and the Union, including the transfer of liabilities and assets from the SRT to the UFCW Consolidated Fund under the MOU between Kroger and the Union. 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. This agreement is contingent on the bargaining parties reaching an overall collective bargaining agreement, including an agreement between the Employer and the Union for a new future service defined benefit variable plan for all current employees affected by this transfer.

(i) In part in order to ensure the prudent funding of the Sound Retirement Trust, the Employers, in total, agree to redirect health & welfare trust contributions up to the total amount of \$100 million to the SRT commencing with January 2020 hours.

(j) The parties will cooperate in seeking approval by the relevant parties for this global solution for accelerated funding of the unfunded liabilities of the SRT, including the SRT Board of Trustees, the PBGC and the UFCW Consolidated Fund Board of Trustees. (Subject to final agreement on the details of any Kroger transaction.)

11.09 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 and the subsequent initial full plan year ending December 31, 2021. The VAP shall operate on a calendar plan year basis.

(a) The Employer will contribute (3%) 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 three cents (\$.03) per hour for each eligible active participant to the VAP, commencing with the effective date of the VAP through the end of the initial first full Plan Year.

(c) The benefit accrual under the VAP will be periodically reviewed (but at least every three (3) years) to ensure that the plan is designed to maintain full funding of all benefit liabilities, with the first review no later than December 31, 2021. Notwithstanding the above, for the term of this contract, all actuarial assumptions of the plan will be reviewed and adjusted as necessary on an annual basis for the term of this CBA.

(d) The eligibility, rights and features of the benefit design of the VAP on the effective date of the VAP will replicate the current benefit design of the SRT, except that the benefit accrual will be based on a formula that utilizes total contributions made on the employee's behalf and a percentage accrual factor that reflects the VAP characteristics (to be reviewed jointly by the parties). For the short plan year and the first full plan year, there shall be a floor benefit and the benefit accrual of the VAP cannot be less than what the participant would have earned in the same period under the SRT benefit formula. Thereafter, the earned benefit accrual will be adjusted annually up or down based on performance to a 5.5% hurdle rate which will also be used to discount the benefit liabilities.

(e) 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.

(f) Annual benefit improvements will be capped at 3.0% above the 5.5% hurdle rate. Any surplus investment return between the 5.5% and the 8.5% cap will fund benefit improvements and any surplus investment return over 8.5% shall be allocated to the stabilization reserve.

(g) The VAP board of trustees will formulate a stabilization reserve policy which will define the board's discretion to manage the stabilization reserve and determine how and when it is used to support benefit accruals in years in which the plan investments underperform the hurdle rate. The Employer will contribute to the stabilization reserve from January through March, 2022 in accordance with Section 10.08(d).

(h) It is the intent of the parties that the stabilization reserve policy will be used to stabilize benefits for active and retired participants in the event of returns of 2% or lower ("the Floor Return") and maintained in order to address the VAP investment and demographic experience and the level of assets/benefits accrued under VAP. It is not the intent that the stabilization reserve be used in the event of investment returns higher than the Floor Return.

(i) The Governance of the VAP will be modeled after the SRT Trust Agreement document, as appropriate and agreed to by the plan sponsor.

ARTICLE 12 - GENERAL CONDITIONS

12.01 No Loss Because of Agreement - No employee covered by this Agreement shall suffer any reduction in wages or loss of vacation pay now enjoyed because of the adoption of or through the operation of this Agreement.

ARTICLE 13 - DISCIPLINE/DISCHARGE

13.01 Notice of Termination Required - The employee agrees to give the Employer at least fifteen (15) days' notice of the termination of his or her services. Any employee voluntarily leaving without notice or due to infraction of rules or policies set by his/her Employer, will be paid only to date of his departure, and at the regular rate specified in this contract with no claim for vacation pay.

13.02 It is further agreed that the Employer will give the employee at least fifteen (15) days' notice of dismissal, except in cases of dishonesty or discharge for just cause.

13.03 Discharge for Just Cause/No Discrimination - The Employer shall have the right to discipline or discharge an employee for just cause.

13.04 No bargaining unit employee shall be discriminated against for lawful Union activity.

13.05 Employees shall not be discriminated against because of race,-sexual orientation, color, sex, age, national origin, handicap, or religion.

ARTICLE 14 – GRIEVANCE PROCEDURE

14.01 Grievance Procedure- All grievances and disputes, which must be filed in writing within 60 days of the occurrence causing the complaint or grievance, except that in the case of claim for wages, the above 60 day limitation will not apply, including disputes as to the proper application and interpretation of any and all of the provisions of this Agreement, shall be adjusted by the accredited representative of the Employer and the accredited representative of the Union. In the event of the failure of these parties to reach a satisfactory adjustment within seven (7) days from the date a

grievance is filed in writing by either party upon the other, the matter shall be referred for final adjustment to a labor relations committee selected as follows: Two (2) members representing the Employer and two (2) members representing the Union. In the event the labor committee fails to reach an agreement within 21 days after the matter is presented to them, the four (4) shall select a fifth member or they shall request the Federal Mediation and Conciliation Service to submit a list of eleven (11) names of qualified arbitrators, from which they shall select a fifth member, who shall be chairman, and the decisions of this committee shall be binding on both parties. During this procedure no strike or lockout shall occur.

ARTICLE 15 - CLAUSES RELATING TO AGREEMENT

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

15.02 Headings Not Binding - The section and paragraph headings used in this Agreement were inserted for convenience only, and shall have no bearing on the construction or meaning of this Agreement.

15.03 No Strike/No Lockout - During the life of this Agreement, providing all terms of the agreement are fulfilled, the Union agrees not to engage in any strike or stoppage of work and the Employer agrees not to engage in any lockout; provided the Union retains the right to support any strike or picket line recognized by any Labor Council headquartered in King or Snohomish Counties, Washington.

15.04 It shall not be a violation of this Agreement or cause for discharge for any employee to refuse to cross a lawful picket line in the performance of his duties.

ARTICLE 16 - DURATION OF AGREEMENT

16.01 This Agreement shall be in full force and effect from January 1, 2021 until December 31, 2023, at which time it shall automatically be renewed for a period of one (1) year from said date, and thereafter for each year upon each anniversary of said date without further notice; provided, however, that either party may open this Agreement for the purpose of discussing a revision within 60 days prior to said expiration date of each anniversary thereof upon written notice being served upon either party by the other.

IN WITNESS WHEREOF, we attach our signatures this _____ of _____, 2021.

EKMAN & THULIN, P.S.

UFCW LOCAL 21

Richard A Ekman

Mia Contreras, Executive Vice President

Regan McBride, Negotiator

THE UNION DIFFERENCE

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

A Voice at Work

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

Right to Union Representation

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

Just Cause for Discipline

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

The Security of a Union Contract

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