

Agreement by and between **UFCW 3000** and **Woodside Braseth Gallery**

Effective: 6/1/2023 - 5/31/2026

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

**Woodside Braseth Gallery
2023 - 2026 Agreement**

TABLE OF CONTENTS

Article 1 - Recognition.....1

Article 2 - Union Membership.....1

Article 3 - Wages1

Article 4 - Holidays.....2

Article 5 - Vacations2

Article 6 - Health and Welfare.....2

Article 7 - Grievances4

Article 8 - Rights and Obligations5

Article 9 - Duration of Agreement.....5

**2023 - 2026
AGREEMENT**

**By and Between
UNITED FOOD & COMMERCIAL WORKERS UNION
LOCAL 3000**

and

THE WOODSIDE BRASETH GALLERY

THIS AGREEMENT is mutually entered into by and between UFCW Local 3000, chartered by the United Food and Commercial Workers International Union, hereinafter referred to as the "Union", and the Woodside Braseth Gallery, hereinafter referred to as the "Employer".

ARTICLE 1 - RECOGNITION

1.01 Employer recognizes the Union as the sole and exclusive bargaining representative for all employees of the Employer, except those employees classified as supervisors, guards and temporary employees.

ARTICLE 2 - UNION MEMBERSHIP

2.01 All employees who are members of the Union at the time of the signing of this Agreement, and all employees who join the Union during the term of this Agreement, shall retain their membership in good standing. Good standing is hereby defined as the tendering of Union dues on a timely basis. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty days after receipt of written notice to the Employer from the Union, unless the employee fulfills the membership obligation set forth above within the thirty (30) day period.

2.02 On a quarterly basis, the Employer will provide to the Union a list of all employees covered by this agreement. The list shall include the name, address, telephone number, Social Security number, date of hire, rate of pay, and average hours worked per week of each employee.

2.02.1 A newly hired employee's data outlined above in 2.02 shall have the same information sent to the Union no later than ten (10) days following their first day of employment.

ARTICLE 3 - WAGES

3.01 Wages will be no less than the rate set herein, and reviewed on an annual basis:

Art Salesperson - \$2,800 per month.

3.02 Effective the date of the signing of this agreement, the regular work week for employees shall be forty hours per week.

An employee who works in excess of forty (40) hours in a work week or in excess of eight hours a day, shall receive time and one-half (1½x) their regular hourly rate of pay. The hourly rate of pay shall be arrived at by calculating the month's salary paid to the employee divided by the number of hours an employee works. i.e., a full-time employee works 173 hours per month. A part-time employee working on a salary would base the calculation on the actual straight-time hours worked.

Breaks and lunches shall be governed by applicable State or Federal law.

ARTICLE 4 - HOLIDAYS

4.01 Holidays Designated - The following days shall be considered paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
President's Day	The Day after Thanksgiving
Memorial Day	Christmas Day
Fourth of July	

ARTICLE 5 - VACATIONS

5.01 Vacation Formula - For the purpose of calculation, vacation credits shall be totaled as of the employee's anniversary date each year and the vacations for that year shall be based on those hours.

Employees with One (1) Year's Service: One (1) hour for each fifty (50) hours worked.

Employees with Two (2) to Four (4) Years' Service: Two (2) hours for each fifty (50) hours worked.

Employees with Four (4) to ten (10) Years' Service: Three (3) hours for each fifty (50) hours worked.

Employees with Eleven (11) or more Years of Service: Four (4) hours for each fifty (50) hours worked.

ARTICLE 6 - HEALTH AND WELFARE

6.01 Health, Welfare, Dental, and Vision Benefits - The Employer and the Union agree to be bound by the terms of the Trust Agreements, which created the Sound Health and Wellness Trust, as initially executed on June 18, 1957, or the Trust Agreement which established the Sound Health and Wellness Trust, initially adopted December 3, 1998, as applicable, 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 the Employer Trustee members of the Board of Trustees, and their duly appointed successors, as its representatives for purposes of managing the Trust. The Union accepts the Labor Organization Trustee members of the Board of Trustees, and their duly appointed successors, as its representatives for purposes of managing the Trust.

Adoption of Health and Welfare Labor Agreement: 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 21, 367, 1439, UFCW International, and Teamsters Union Local 38, and by all subsequent revisions or amendments thereto.

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 and 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.

The details of the benefit programs including a description of exact benefits to be provided and the rules under which employees and their dependents shall be eligible for such benefits, shall be determined by the Trustees of the Sound Health and Wellness Trust in accordance with the terms and provisions of the Trust Agreement creating the Retail Clerks Welfare Trust, dated June 18, 1957, and may be subsequently amended.

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

The 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.

6.02 Notwithstanding the forgoing Section, the Board of Trustees of the Sound Health and 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 case, the one hundred 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 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.

6.03 Contributions - The Employer shall pay into the Trust such sum as may be set by the Board of Trustees in order to maintain present benefits per compensable hours on behalf of all members in the bargaining unit. The total amount due for each month shall be remitted in a lump sum not later than ten (10) days after the last day of each month. The Trustees will review and set the contribution rate and the Employer shall pay the recalculated rate as of such effective date.

6.04 Dependent Coverage - Full family coverage is provided, except that each eligible employee desiring dependent medical coverage under the Trust shall authorize the Employer to deduct from their wages the appropriate amount as set from time to time by the Board of Trustees.

6.05 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.

ARTICLE 7 - GRIEVANCES

7.01 Grievance Machinery - All matters pertaining 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.

7.02 No grievance or claim of violation of this Agreement shall be recognized unless it is presented in writing to the other party within thirty (30) days from the date the aggrieved party should have become aware of the grievance or violation. There shall not be any time limits on the collection of back wages due for services actually rendered.

7.03 The time limits in this Article shall not apply in claims to collect delinquent premiums for the Retail Drug Employees Health and Welfare Trust.

7.04 Grievance Procedure - A grievance shall be taken up orally in the first instance between a designated Union representative and a designated Employer representative.

7.05 If the grievance is not adjusted in 7.04 above, it may be reduced to writing, specifying the nature of the grievance in reasonable detail, the provisions of this Agreement allegedly violated by the Employer or the Union, the identity of the individual(s) involved, if any, and the relief requested, sent to the Employer, and thereafter promptly taken up between a designated Union representative and a designated Employer representative, each of whom has authority to adjust the grievance.

7.06 Arbitration - If the grievance is not satisfactorily adjusted in 7.05 above, the Union may submit it to arbitration by written notice to the Employer, postmarked not later than fifteen (15) days after receipt of the Employer's final position.

7.07 Within seven (7) days after the Union's submission to arbitration, the parties shall select an Impartial Arbitrator, or if they are unable to do so, the Union shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) disinterested persons, qualified and willing to act as impartial arbitrators, with a copy of such request being sent to the Employer. From this list, the Employer and the Union shall, within two (2) days after its receipt, alternately strike one name until six (6) names have been eliminated, and the person whose name remains shall be the impartial arbitrator. The parties shall draw lots to determine who shall make the first deletion from the list.

7.08 The arbitrator shall hear the submitted grievance and render his/her award as expeditiously as possible. The arbitrator's award shall be final and binding upon the parties and the affected employees.

7.09 The compensation of the arbitrator and his own expenses incidental to arbitration shall be paid by the losing party as designated by the arbitrator. In the event of a mixed decision, the arbitrator may order a sharing of such amount between the Employer and the Union in such proportions as he shall specify. Any other expense shall be paid for by the party incurring it.

ARTICLE 8 - RIGHTS AND OBLIGATIONS

8.01 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. Such remaining provisions shall continue in full force and effect; provided, however that in the event any provision(s) is so declared to be in conflict with the law, both parties shall meet immediately for the purpose of renegotiating an agreement on the provision(s) so invalidated; provided further that if the parties fail to reach such 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(s) 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.

8.02 There shall be no strikes or lock-outs of bargaining unit members during the term of this Agreement.

ARTICLE 9 - DURATION OF AGREEMENT

9.01 THIS AGREEMENT shall be in full force and effect as of June 1, 2023 until the 31st day of May, 2026 and shall be automatically renewed each year thereafter upon each anniversary date unless written notice to the contrary is given to either party by the other on or before ninety (90) days prior to the expiration date.

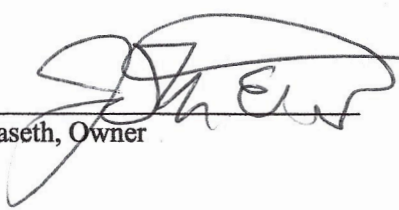
IN WITNESS WHEREOF the parties hereto execute this Agreement this 28th day of July, 2023.

WOODSIDE BRASETH GALLERY

UFCW LOCAL 3000

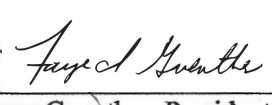
BY: _____

John Braseth, Owner



BY: _____

Faye Guenther, President



BY: _____

David Barnes, Bargaining Director



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

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

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