

Agreement by and between **UFCW 3000** and **Acme Farms + Kitchen**

Effective through 2/28/24

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

PREAMBLE

This Agreement is made and entered into by and between ACME Farms + Kitchen (hereinafter referred to as the “Employer”) and United Food and Commercial Workers or UFCW Local 3000 (hereinafter referred to as the “Union”).

It is the intent and purpose of the Employer and the Union to promote and improve Labor Management relations between them and to set forth the understanding reached between the parties with respect to wages, hours of work and conditions of employment.

In consideration of the mutual agreements between the parties hereto, and in consideration of their mutual desires in promoting the efficient conduct of business and in providing for the orderly settlement of disputes between them, the parties agree to as follows:

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

1.1 The Employer hereby recognizes the United Food and Commercial Workers Union Local No. 3000 as the sole and exclusive Collective Bargaining Agency for a unit consisting of all employees employed in the Employer’s Bellingham food preparation and distribution center establishment under the direct control of the Employer party to this Agreement, with respect to rates of pay, hours and other conditions of employment, except and excluding supervisory employees within the meaning of Section 2 (11) of the National Labor Relations Act as amended, and defined as any individual having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment. All work of handling and preparation merchandise in such establishment covered by this Agreement shall be performed only by employees of the Employer within the unit referred to above for which the Union are recognized as the sole Collective Bargaining Agency by the Employer.

1.1.1 The only Employees that shall be exempt from the terms of this CBA who would otherwise be covered by it are those whose employment results from the Employer’s cooperation with agencies or organizations serving those with disabilities; provided that the Employer first informs the Union of which agency or organization the Employer is cooperating with, the name of the exempt Employee, and that the Employee works no more than 6 hours per week.

1.2 The Employer shall inform any legal successor that there is a Collective Bargaining Agreement in place and shall require the successor as a condition of any sale or other transaction resulting in a change of ownership to assume all obligations of the employer under that Collective Bargaining Agreement (CBA). The Employer must notify the purchaser at least one-hundred twenty (120) days prior to the closing of the transaction about the CBA, including that adoption of the CBA is a condition of the sale, and copy the Union with the notice to the purchaser.

1.3 In the event the Employer decides to subcontract unit work and the contract will reduce the hours available to employees covered by this Agreement, the Employer will give the Union notice and an opportunity to bargain. The Employer and the Union will meet to negotiate in good faith over alternatives to contracting out the work. The Employer's agreement to alternatives shall not be unreasonably withheld.

1.4 The Employer shall notify the Union of its intention to create new job classifications that are appropriate to the bargaining unit. The Union and Employer shall then bargain over the accretion of the new classification into the parties collective bargaining agreement

1.5 The employer shall be allowed to hire or contract temporary employees for no more than thirty (30) days, after notification to the union of such temporary workers. After thirty (30) days any temporary employees will either be retained as regular bargaining unit employees, subject to all terms and conditions of this collective bargaining agreement or will be discharged.

1.5.1 Temporary workers will not displace the hours or positions of regular bargaining unit members, who will have seniority rights to all regular hours worked by such temporary workers, subject to availability and the ability to perform the required work for such hours.

1.5.2 Any regular bargaining unit employees laid off under the terms of section 6.2 shall be given the opportunity to be returned to work under the terms of section 6.3 prior to the hiring or contracting of any new temporary workers.

ARTICLE 2 - UNION SECURITY

2.1 Pursuant to and in conformance with Section 8 (a) 3 of the Labor Management Relations Act of 1947, as amended, it shall be a condition of employment that all staff persons covered by this Agreement who are members of the Union in good standing on the date of this Agreement shall remain members in good standing, and those who are not members on the date of this Agreement, shall, on the thirtieth (30th) day following the date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all staff persons covered by this Agreement and hired on or after its date shall, on the thirtieth (30th) day following the beginning of such employment become and remain members in good standing in the Union.

2.2 The Employer shall suspend any staff person as to whom the Union, through its authorized representative, delivers to the Employer a written notice that such staff person is not in good standing in conformity with this Article. For the purpose of establishing uniform rules for the application of this paragraph of the Agreement, the parties agree as follows:

2.2.1 If a newly hired staff person fails to apply for Union membership, or if a staff person fails to comply with the requirements of continued membership as set forth above, the Union will serve a letter upon the Employer requesting that such staff person be suspended.

2.2.2 Upon receipt of a letter requesting suspension of a staff person who has not complied with Article 2 of the Agreement, the Employer shall (on the same date, if the staff person is working on that date) immediately notify such staff person that if they have not complied with the Union membership requirements of Article 2 of the Agreement within forty-five days (45) from the date of written request for suspension, their employment shall automatically be suspended.

2.2.3 The Union agrees to withdraw any letter of suspension if a staff person, in respect to whom such letter has been served, shall complete their membership requirements within the time limit specified in 2.2.1 and 2.2.2.

2.2.4 Whenever the Union requires the suspension of any staff person in connection with the Union security clause of this Contract, the Union shall hold the Employer harmless and shall indemnify the Employer against loss, as a result of relying upon the direction of the Union in suspending any staff person. The Employer agrees that when the Union notifies the Employer that the reason for the suspension was a bona fide clerical error, the Employer will reinstate the staff person to their former position on the next weekly schedule.

2.3 The Employer shall supply to the Union on a monthly basis a list of all employees covered by this Agreement. The list shall be sent electronically and shall include the employee's name, address, phone number, email address, department, job classification, date of hire, social security number, and wage rate. Each month the Employer will also include an electronic list of new hires and terminations during the previous month. The new hire list shall include all information listed above. The termination list shall include the effective date of termination. Provided, however, the two lists can be combined into one list if the Employer identifies the new employees and the terminated employees on the supplied list.

2.3.1 The Union shall without limitation indemnify and hold the Employer harmless from any and all claims arising from the Employer's requirement to comply with Section 2.3.

2.4 During the term of this Agreement, the Employer shall deduct Union all dues, initiation fee and agency fees from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. Deductions will be promptly transmitted to the Union by check payable to its order. Included with the check the Employer shall provide the Union a separate list of all employees using payroll deduction. The list shall be transmitted electronically and shall include, name, social security number and dollar amount deducted by pay period. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions.

2.4.1 The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that shall arise against the Employer for or on account of any deduction made from the wage of such employee.

The Union shall without limitation indemnify and hold the Employer harmless from any and all claims arising from the Employer's requirement to comply with Section 2.7.

ARTICLE 3 - UNION REPRESENTATION

3.1. Officers/Stewards: The Employer agrees to recognize Union-designated stewards or and representatives of the Union. The recognized stewards or representatives will be allowed a reasonable amount of time during working hours for purposes of investigation of grievances and processing of grievances providing such work does not interfere with or delay the performance of any work.

3.2. Distribution of the Agreement: The Employer shall distribute a copy of this Agreement to all current and newly hired employees covered by this Agreement.

ARTICLE 4 – EMPLOYMENT PRACTICES

4.1 Non-Discrimination: Neither the Employer nor the Union will discriminate in hiring, promotion, or continued employment because of race, color, religion, lack of religion, sex, national origin, age, gender identity, sexual orientation, or marital status. The Employer further agrees to enact policies and practices that promote equity, diversity, inclusion, and Anti-Racism in the workplace, which aspire to actively build an organizational culture and inclusive work environment where everyone feels heard, respected, and engaged. These shall include developing inclusionary practices, training to them, and identifying new and emerging best practices that further these goals.

4.1.1 Gender Identity: The Employer will allow employees to use their preferred name and pronouns on any form of company identification (e.g. name tags, time cards, embroidered uniform, etc.), and will also change all possible records so that they use the names Employees prefer and the preferred pronoun. Employees of any gender identity/expression can use whichever restroom with which they are most comfortable.

4.2 Job Posting. Job openings in the bargaining unit shall be posted for no less than seven (7) calendar days. All bargaining unit employees will be sent an email notification of the posting at Tor about the time of posting. The description, starting pay and requirements for the job shall be included in the posting. Employees who apply for an open position who are not interviewed shall be informed why they were not interviewed within seven (7) days of the closing date for application. In the selection process, the Employer will select the most highly qualified applicant for the job. Where qualifications are considered by the Employer to be equal, the senior employee applying for such job will be given preference. For purposes of this Agreement, the term "qualified" is herein defined to include such factors as skill, competence, ability, experience, attendance/punctuality (excluding any absences covered by FMLA or Worker's Compensation) recorded and documented past performance, in the judgment of the Employer, which shall not be exercised in a manner that is arbitrary or capricious.

4.3 No Free Time: The Employer shall be responsible for payment for all hours worked, and an employee shall only work those hours specifically authorized by the Employer. Any employee found by the Employer or the Union to be engaging in such practice shall be subject to discipline, which may include termination.

ARTICLE 5: DISCIPLINE AND DISCHARGE

5.1 The Employer shall have the right to discipline or discharge employees for “just cause.” “Just cause” means the employer must have a reason (“cause”) for imposing discipline and the reason must be fair (“just”). The Employer may set policies regarding the competency and qualifications of staff persons. An employee may request the attendance of a Union representative during the Formal Warning phase (Section 5.2) and onward of the Employer’s Progressive Discipline Policy, unless otherwise provided by law.

5.1.1 Progressive discipline shall not be applied when the Employer demonstrates that the nature of the offense is so serious as to justify immediate discharge.

5.2 Employer’s Progressive Discipline Policy, except in serious cases warranting immediate escalated discipline or discharge, will follow sequentially: First Warning, Second Warning, and Final Warning.

5.2.1 First Warning

If the employee’s performance or conduct falls short, the Manager/Supervisor will meet with the employee and warn them about what is needed to meet expectations - For most employees, hopefully this will be all that’s needed in meeting expectations of successful job performance. Employees are required to acknowledge receipt of the warning with their signature. This will be placed in the employee’s file and remains active for 6 months.

5.2.2 Second Warning

If after the employee’s First Warning their performance or conduct doesn’t improve to the expected level, the employee and their Manager/Supervisor may revisit the earlier conversation about performance expectations. Hopefully, this will help the employee better understand what their focus should be to improve their performance or conduct. During this step the employee’s Manager will communicate the expected performance and/or conduct and the actions they must take to meet expectations. Employees are required to acknowledge receipt of the Second Warning with their signature. This will be placed in the employee’s file and remains active for 6 months.

5.2.3 Final Warning

Finally, if after the First Warning and Second Warning the employee does not meet expectations, their Manager/Supervisor may meet with the employee again and talk with

them about their responsibility to meet all of expectations as earlier discussed. If the employee demonstrates improvement, has met Employer's expectations and meets the objectives outlined in the Final Warning for a period of 6 months, they will be considered in good standing. If the employee's performance and/or conduct initially improves after the Final Warning but subsequently falls below expectations at a later point in the 6 months period following the Final Warning, the Manager/Supervisor will partner with owners (if applicable) to determine if termination is warranted.

ARTICLE 6: SENIORITY AND AVAILABLE HOURS

6.1 Attainment of Seniority

6.1.1 All employees shall attain seniority after sixty (60) calendar days with the employer.

6.1.2 Upon completion of this period, seniority shall date back to the most recent date of hire

6.2 Application of Seniority

6.2.1 Layoff: Where there is a reduction of the number of employees holding seniority, the last employee hired shall be the first employee laid off, provided qualifications and ability are equal. The affected employee(s) so reduced may displace the most junior employee of the Employer in the same classification. In the event of a site closure, the affected employees shall be considered laid off at the time of the closure.

6.2.2 Voluntary Layoff: If the Employer has determined that layoffs are necessary, an Employee may elect to be laid-off outside of seniority to prevent or delay the lay-off of less senior employees. The Employee's offer to be laid-off outside of seniority must be submitted in writing.

6.3 Rehire

6.3.1 Where this is an increase in the number of employees performing comparable work, the last employee laid off from such comparable work shall be the first employees rehired. In the cases where two or more employees are laid off on the same day, the senior employee shall be the first rehired, provided qualifications and ability are equal.

6.3.2 Employees shall be required to inform the Employer in writing of their current addresses and phone number, employees rehired in accordance with 6.3.1 shall be notified in writing to report to work.

6.3.3 The Employer will make every effort to contact the recalled employee, however, recalled Employees who do not respond within five (5) business days of notice will forfeit their right to recall.

6.3.4 Recall Deferment: A recalled employee may request to defer their recall in order to enable a less-senior employee to return to work. If deferred, the recall offer shall be extended to the next senior laid off employee while the deferred employee shall be returned to the recall list. The employee's offer to defer recall must be submitted in writing after receiving the recall notice outlined in 6.3.2.

6.4 Available Hours: The Employer may arrange weekly work schedules to accommodate the needs of the business, and senior employees shall be offered the most hours up to a maximum of forty (40) hours per week in a system of daily seniority; provided qualifications and ability are equal and the senior employee is available to perform the work shall be the obligation of the Employer to promptly investigate alleged abuses upon presentation, and to rectify such abuses when justified within the meaning of this section.

6.5 Loss in Seniority

6.5.1 Except as otherwise provided for in Article 7 – Leave of Absence, seniority shall be broken and the employee's services shall be terminated for the following reasons:

6.5.2 Voluntary quit;

6.5.3 Discharge in accordance with Article 5;

6.5.4 Absence caused by a layoff in excess of twelve (12) months.

6.5.5 Absence caused by an illness or non-occupational accident of more than twelve (12) months, unless an extension of an illness or non-occupational related leave of absence is approved by the Employer;

6.5.6 Absence caused by an occupational accident of more than eighteen (18) months consecutive months unless a longer period is agreed upon between the Employer and the Union;

6.5.7 Failure to report to work five (5) business days following the postmark of the written notice referred to in Section 6.3.3 mailed to employee's last known address; and,

6.5.8 Failure to report to work immediately following a Leave of Absence as provided for under Article 7.

ARTICLE 7: LEAVE OF ABSENCE

7.1 Employees with one (1) year or more of continuous service shall be entitled to a leave of absence without pay for the following bona fide reasons:

7.1.1 Bona fide illness or non-occupational injury (including elective surgeries) which requires absence from work in excess of fourteen (14) calendar days. Not to exceed 24

weeks.

7.1.2 Pregnancy. Not to exceed 24 weeks.

7.1.3 Serious illness or injury in the employee's immediate family as defined by the Family and Medical Leave Act (FMLA). Not to exceed 24 weeks.

7.2 Leaves for any reason may be granted at the sole discretion of the Employer to employees regardless of length of service.

7.2.1 Up to four (4) Union stewards shall be granted up to two (2) unpaid days off per calendar year to attend Union functions.

7.2.2 Upon request of the Union, leaves of absence without pay for Union business not to exceed nine (9) months may be granted by the Employer to employees regardless of length of service. An extension to Union leave may be granted at the discretion of the Employer.

7.3 Any request for a leave of absence under the terms of Sections 7.1 and 7.2 shall be in writing and state the following information:

7.3.1 Reason for such request;

7.3.2 Date leave is to begin; and,

7.3.3 Date of return to work.

7.4 Leaves due to occupational injuries that result from employment with the current Employer regardless of length of service, shall be granted for a period up to eighteen (18) months unless a longer period is agreed upon between the Employer and the employee.

7.5 Employees shall return to the job previously held or to a job comparable with regard to rate of pay, on the first weekly schedule prepared after the Employer has received notice in writing of the employee's availability.

ARTICLE 8: HOURS OF WORK AND OVERTIME

8.1 Forty (40) hours per week consisting of five (5) days of eight (8) consecutive hours each (exclusive of not more than one (1) hour out for lunch each day) shall constitute the basic straight-time workweek.

8.2 All hours worked in excess forty (40) hours per week and nine (9) hours per day shall be paid for at the rate of time and one-half (1-1/2) the regular rate of pay. Where six (6) consecutive days are worked, time and one-half (1-1/2) shall be paid for hours worked on the

sixth consecutive day worked and beyond.

8.2.1 10-Hour Shift Schedule: For employees who elect to regularly work a 10-hour shift schedule, they shall receive daily overtime after working eleven (11) hours in a single day, and ~~in~~ excess of forty hours per week.

8.3 A minimum of ten (10) hours shall be required between shifts. Otherwise, the premium of time and one-half (1-1/2) will be required for any hours that may be worked prior to the expiration of the ten (10) hour period.

8.4 No Pyramiding: There shall be no compounding or pyramiding of premium pay and overtime pay and only the highest applicable rate shall be paid for an hour of work performed under this Agreement.

8.5 Rest Periods: Employees shall be allowed an uninterrupted rest period of not less than ten (10) minutes followed by a 5-minute stretch break, on the Employer's time, for each four hours of working time. Rest periods shall be scheduled as near as possible to the mid-point of the work period. No employee shall be required to work more than three hours without an uninterrupted ten (10) rest period followed by a 5-minute stretch break. There shall be a 30-minute paid lunch period once per-day for any shift over 5 hours; any time over 30 minutes will be unpaid. The Employer may mandate a system to record the time spent on breaks and lunches (such as a log-book).

8.6 Company Meetings: Required meetings shall be paid and shall be considered time worked for the purpose of computing overtime. Employees will be permitted to attend meetings virtually if not scheduled during their regular shift. Meetings held on a regular basis will be scheduled, when reasonable to do so, at the same time of day and on the same day of the work week.

8.7 Wage Statements: The Employer agrees to furnish each employee, on regular established paydays, a wage statement showing the name of the employee, period covered, service fee paid, hours worked, rate of pay, total amount of wages paid and deductions made.

8.8 Secure Scheduling: The Employer agrees to establish predictable work schedules that promote greater economic security, further the health, safety and welfare of employees, create opportunity for employee input into scheduling practices, and create a mechanism for employees to obtain access to additional hours of work before the employer hires new employees from an external applicant pool. Provided current employees have the reasonable availability to fulfill operational needs.

8.8.1 Good Faith Estimate of Work Schedules:

- a) For New Employees: The employer agrees to provide a written good faith estimate of the employee's work schedule at the time of hire, which should include a median number of hours the employee can expect to work each week.

- b) **For Existing Employees:** The Employer agrees to provide a revised written good faith estimate of their work schedule, including the median number of hours they can expect to work each week, 4 times a year to adjust for seasonal changes in business..

8.8.2 Right to Request Input into the Work Schedule:

- a) At time of hire and during employment, employees have the right to identify any limitations or changes in work schedule availability. The Employer agrees to schedule the employee around their restrictions/availability while making a good faith effort to maximize the employee's scheduled hours of work if desired.
- b) The employee also has the right identify schedule preferences in writing, which the employer will be required to make a good faith effort to honor. In the event the Employer fails to honor the employees' preferences, the employee will be entitled to request a written response from the employer outlining the bonified business reason for the decision.
- c) Acme will hire and schedule based on current needs and reserves the right to modify schedules as needed. If the employee's availability falls outside of business needs, it may result in a reduction in hours or no hours for the schedule period..

8.8.3 General Schedule Requirements:

- a) The Employer agrees to post rolling 2 week work schedules no later than one(1) week prior to the effective date of the first week's schedule,
- b) Once posted, the schedule for the coming week cannot be amended except by mutual agreement between the employee and Employer. If the workplace must be temporarily closed due to an unexpected event (e.g. snow storm, power outage), the effected employee(s) will still be paid as if they had worked their scheduled shift.
- c) Employees will notify and request approval from the Employer for mutually agreed upon shift swaps, which will not be unreasonably denied by the Employer,
- d) Employees cannot be required to work outside of their posted schedule (e.g. clock-in before their scheduled shift, clock-out after their scheduled shift), except by mutual agreement,
- e) Dependent on business needs and current employee availability, before hiring new employees from an external applicant pool, the Employer must first offer additional hours of work to existing employees when those hours become

available. The Employer may hire a new employee from an external applicant pool only after existing employees are satisfied with their hours of work.

ARTICLE 9: CLASSIFICATIONS AND MINIMUM RATES OF PAY

9.1 Job Classifications: for purposes of this article and section of the Agreement there shall be the following job classifications:

9.1.1 Warehouse Employee: Employees who prepare/portion ingredients for packaging, assembly packages for orders, and performs other duties as necessary.

9.1.2 Delivery Driver: Employees who deliver orders either locally or to regions outside the Bellingham/Whatcom County area, and picks up supplies and ingredients, using a personal vehicle or company vehicle.

I say

9.1.3 Long Haul Delivery Driver: Employees who deliver orders to the broader region in the Northwest using a company vehicle.

9.2 Wage Scales:

Warehouse		
STEP		WAGE
Step 1	<i>Base</i>	\$16.50
Step 2	<i>3 month</i>	\$16.85
Step 3	<i>6 months</i>	\$17.35
Step 3	<i>1 years</i>	\$17.85
Step 4	<i>18 months</i>	\$ 19.00
Step 5	<i>2 years</i>	\$20.00
Step 6	<i>3 years</i>	\$21.00
Step 7	<i>4 years</i>	\$22.00

Delivery Drivers		
STEP		WAGE
Step 1	<i>Base</i>	\$19.00
Step 2	<i>6 months</i>	\$20.00
Step 3	<i>1 years</i>	\$21.00
Step 4	<i>18 months</i>	\$22.00
Step 5	<i>2 years</i>	\$23.00
Step 6	<i>3 years</i>	\$24.00
Step 7	<i>4 years</i>	\$25.00

Long Haul Drivers		
STEP		WAGE
Step 1	<i>Base</i>	\$20.00
Step 2	<i>6 months</i>	\$21.00
Step 3	<i>1 years</i>	\$22.00
Step 4	<i>18 months</i>	\$23.00
Step 5	<i>2 years</i>	\$24.00
Step 6	<i>3 years</i>	\$25.00
Step 7	<i>4 years</i>	\$26.00

All employees shall be placed at the base rate upon hire and move up to the next step commensurate to the length of service for each step.

9.2.1 Employees already employed at the time of ratification will be placed on the scale based on their consecutive years of experience with ACME Farms, starting at lowest new rate or current wage, whichever is higher (see 9.7)

9.2.2 In the event minimum wage exceeds the base rate, the base rate shall be adjusted to fifty cents (\$.50) above the state or local minimum wage requirements and other steps in the scale will be adjusted so there fifty cents (\$.50) between each step.

9.3 Leads: Any employee assigned a lead position shall receive a two dollar and fifty cents (\$2.50) an hour premium on top of their regular hourly rate of pay.

9.4 Out of Classification Pay: If the Employer requires any employee to work outside of their classification (Example: A Warehouse employee is asked to deliver products to customers or donations to a third party), the Employer will pay them the commensurate rate of pay for that job classification; provided that no employee shall suffer a loss in pay for doing such out of classification work.

9.6 Contractual Minimums: It is expressly understood that employees receiving more than the minimum compensation or enjoying more favorable working conditions than provided for in this Agreement, shall not suffer by reason of signing or adoption of this agreement; however, the terms of this Agreement are intended to cover only minimums of wages and other employee benefits.

ARTICLE 10: HOLIDAYS

10.1. **Recognized Holidays**: The following holidays shall be recognized under this Agreement:

Martin Luther King Jr. Day - Paid 1.5 if Worked	Indigenous People's Day- Paid 1.5 if Worked
President's Day - Paid 1.5 if Worked	Thanksgiving Day – 8 hours paid*
Memorial Day - Paid 1.5 if Worked	Day After Thanksgiving- 1.5 if worked*
Juneteenth - Paid 1.5 if Worked	Christmas Eve – 1.5 if worked
Independence Day - Paid 1.5 if Worked	Christmas Day – 8 hours paid*
Labor Day - Paid 1.5 if Worked	New Year's Day – 1.5 if worked or 8 hours paid if not*
Veterans Day - Paid 1.5 if Worked	

* When the worksite is closed for the holiday when work would have otherwise been available, employees will receive the equivalent of eight hours of pay at their straight-time rate.

10.2 Pay on a Holiday: Any employee working on a holiday listed above as being “paid 1.5”, will be paid time and one-half (1-½) their regular rate of pay.

10.3 Holiday Rotation: Holiday work shall be equitably rotated among bargaining unit staff. Volunteers to work will be sought before holidays are assigned. If there are more volunteers shifts on a holiday, the shifts will be assigned by inverse seniority.

10.4 Personal Holidays: Five (5) personal holidays are flexible holidays that an employee can use to celebrate a holiday of their choice, attend a special event, or take time off from work for any reason. Employees must submit a request to use their personal holiday at least one week prior to the posting of the schedule. Acme will maintain a “2-per-day” request off policy, where 2 employees are granted a request for the same day off, and any additional requests require management approval.

ARTICLE 11: PAID TIME OFF (PTO)

11.1 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.

11.1.1 Vacation hours accrue for every hour worked without a cap. Employees cannot

“cash out” vacation.

11.2

Period of Continuous Service	Vacation Allowance	Accrual Formula (per straight-time hour worked)
0 – 1 years	40 hours	.0192
1 – 4 years	80 hours	.0384
5+	120 hours	.0576

11.3 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.

11.4 Employees whose vacations are scheduled during a holiday week shall receive holiday pay provided for under the terms of Article 10, section 10.03, of this Agreement, in addition to vacation pay.

11.5 Employees who terminate or are terminated (except for termination caused by theft, gross dishonesty, or gross discourtesy such as discrimination or harassment) after the first year of employment will be paid out their available vacation hours paid at their straight-time hourly rate.

11.6 Scheduling of vacation: Employees will be granted vacation requests on a first come first served basis. Where two or more requests are made before the next schedule is posted, and the Employer is unable to grant all requests because of an operational need, the requests shall be granted in order of seniority.

ARTICLE 12: SICK & SAFE LEAVE

12.1 Employees accrue paid sick and safe leave at a rate of one hour for every 40 hours worked beginning on the first day of employment. After an employee's ninetieth (90th) day of employment, eligible employees may use accrued paid sick and safe leave for:

12.1.1 An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care (including elective surgeries).

12.1.2 To allow the employee to provide care of a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care of a family member who needs preventive medical care.

12.1.3 When the employee's place of business has been closed by order of a public official, for any health-related reason, to limit exposure to an infectious agent, biological

toxin, or hazardous material.

12.1.4 When the employee's family member's school or place of care has been closed.

12.1.5 For any of the following reasons related to domestic violence, sexual assault, or stalking, as set out in RCW 49.76.030:

- 1) To enable the employee to seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or the employee's family or household members including, but not limited to, preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault, or stalking;
- 2) To enable the employee to seek treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault, or stalking, or to attend to health care treatment for a victim who is the employee's family or household member;
- 3) To enable the employee to obtain, or assist a family or household member in obtaining, services from a domestic violence shelter, rape crisis center, or other social services program for relief from domestic violence, sexual assault, or stalking;
- 4) To enable the employee to obtain, or assist a family or household member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault, or stalking, in which the employee or the employee's family or household member was a victim of domestic violence, sexual assault, or stalking;
or
- 5) To enable the employee to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family or household members from future domestic violence, sexual assault, or stalking.

12.2 Employees may carry over up to 40 hours of accrued, unused paid sick and safe leave to the following year.

12.3 When there is a separation from employment the Employer will pay out all unused sick and safe time at 50%.

12.4 For purposes of determining eligibility for paid sick and safe time, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling.

12.4.1 "Child" means a biological child, adopted child, foster child, stepchild, or a child to whom an employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status.

12.4.2 “Parent” means a biological parent, adoptive parent, de facto parent, foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.

ARTICLE 13: BEREAVEMENT LEAVE

13.1 Employees with less than ninety (90) days of employment will be allowed up to (7) days off without pay for death in the immediate family as defined below. After ninety (90) days of employment, employees shall be allowed up to seven (7) days off of their normal scheduled hours of work with pay for death in the immediate family as defined below. Bereavement leave will be paid only with respect to a workday on which the employee would otherwise have worked and shall not apply to an employee’s scheduled days off, holidays, vacation, or any other day in which the employee would not, in any event, have worked. Scheduled days off will not be changed to avoid payment of bereavement leave. Bereavement leave shall be paid for at the employee’s regular straight-time hourly rate. Immediate family shall be defined as spouse, son, daughter, mother, father, mother-in-law, father-in-law (existing spouse), grandparents, brother, sister, cousin, niece, nephew, stepchildren, grandchildren, current step-mother, current step-father, domestic partner, close friends, people residing with the employee, and pets.

ARTICLE 14: SAFETY

14.1 The Employer shall provide anti-bias and de-escalation training to all employees covered under this agreement within ninety (90) days of hire. Employees on payroll at the date of ratification who have not received the trainings shall receive the training within ninety (90) days of ratification. These trainings shall be considered store meetings and, therefore, subject to Section 8.6 and 8.6.1 (Store Meetings).

14.2 Unsafe Commuting Conditions: In the event of unsafe commuting conditions (e.g. snow storm, icy conditions, wind storm, etc.) employees will not be disciplined for exercising an abundance of caution and not reporting to work or clocking in late.

14.2.1 Inclement Weather Commuting Premium: If an employee chooses to commute in unsafe conditions, they will receive time-and-one-half times their regular rate of pay for the entire shift. The definition of Inclement Weather for the purposes of this section is when any state or local government body issue a travel warning for the area, or when the employee can submit substantial evidence of the unsafe commuting conditions from their residence.

14.3 Disasters: In the event of a disaster or catastrophe such as, but not limited to, a fire, flood, earthquake, pandemic, or other event that causes a severe disruption to the Employer’s operations, the parties agree to meet and negotiate over the effects of the disruption.

14.3.1 To the degree that a disaster affects the Employer’s operations, and the working

conditions of Union Members, the Employer will provide clear instructions and mitigation of the effects. (Example: If parking is affected by a disaster the Employer will clearly give directions and instructions about where employees should park.)

14.4 Public Health Emergency: In the case of a declared State of Emergency involving a public health crisis creating special circumstances affecting the operations of the Employer, the Employer and the union, upon request, will bargain over the impacts of the public health crisis and/or the implementation of any policies or procedures in response to the emergency.

The following applies to any communicable disease that has led to a declared State of Emergency (e.g. COVID-19):

14.4.1 Personal Protective Equipment: The Employer shall provide employees with adequate personal protective equipment to protect against the communicable disease at no cost to the employee (e.g. N95 face masks, plexiglass shields, gloves, etc.). Personal protective equipment must be regularly stocked and maintained. Employees may also elect to bring their own protective equipment if it meets or exceeds the quality of the Employer provided equipment.

14.4.2 Quarantine Pay: Any bargaining unit employee not permitted to work because either (1) the employee tested positive for the communicable disease or (2) required by the employer to get a test before working, shall be placed on paid administrative leave status until such time as they are permitted to return to work. While on paid administrative leave, the employer will make the employee whole for any pay or benefits they would have otherwise received if permitted to work, none of which shall be deducted from the employee's vacation time or sick time. The employee will not lose any benefits, pay or incentives that would have otherwise been earned if they were permitted to work.

14.4.3 Exposure Notice: The Employer will provide any employee who has been exposed to a communicable disease written notice within eight (8) hours of known exposure. The written notice will include: the date of exposure, assessment of exposure risk, how long the employee was exposed, and Employer decision on whether to permit the employee to work or place them on paid administrative leave.

16.5.4 Abundance of Caution: Any bargaining unit employee with a bona fide concern that they may be contagious with the communicable disease shall not be retaliated against by the Employer for missing a shift and/or leaving early in an abundance of caution. Under no circumstances should the employee be disciplined.

ARTICLE 15: GENERAL PROVISIONS

15.1 Commuter Stipend – The Employer will provide a Whatcom County Transit Pass (unlimited bus, rail, etc) at no cost to employees. For Employees who elect to drive into work, the Employer

will provide free onsite parking during their shift in lieu of the transit pass.

15.1.1 If an employee is late to work due to an unforeseen variance in public transportation (e.g. late/cancelled bus), then the employee shall not be disciplined for their tardiness.

15.2 Employee Discount: The Employer shall provide employees with free food items for breaks and lunches. If the Employer seeks to change the current food items provided or the grocery surplus items currently provided on Thursday of every week, they shall notify the Union 30 days prior to any such change, and meet with the Union to bargain over it. Additionally, Employees will have a 45% discount on all purchases of the Employer's products.

15.3 Union Label. On every newsletter placed in customer's orders, the employer will print somewhere on said newsletter, "Our workers are represented by UFCW Local 3000."

15.4 Breakroom Standards: Employees shall have access to an onsite break room that is:

- a) Free of interruptions from admin/managers,
- b) Climate controlled as outlined in Article 16.5,
- c) Has a working refrigerator dedicated to employees storing their personal food/beverages,
- d) Has a working microwave,
- e) Has a Union Bulletin Board,
- f) And enough seating/tables to handle all employees who are on a lunch or break.

15.5 Equipment Maintenance: The Employer will make a good faith effort to properly maintain equipment and will repair damaged equipment as quickly as possible. No employee shall suffer a loss of wages or benefits as a result of faulty, damaged, and/or malfunctioning equipment.

ARTICLE 18: GRIEVANCE PROCEDURE

18.1 Grievance Defined. A grievance is defined as an alleged breach of the express terms and conditions of this Agreement.

18.2 Any grievance or dispute concerning the application or interpretation of this Agreement must be presented in writing by the aggrieved party to the other within sixty (60) days from the date of the occurrence giving rise to such grievance or dispute; otherwise, such right of protest shall be deemed to have been waived.

18.2.1 Such grievances shall be adjusted by accredited representatives of the Employer and the Union. In the event of the failure of these parties to reach a satisfactory adjustment within twenty-one (21) days from the date the grievance is filed in writing the

matter may be referred by the moving party for final adjustment to a Labor Relations Committee consisting of two (2) members from the Employer and two (2) members from the Union. In the event the Labor Relations Committee fails to reach an agreement within fourteen (14) days from the date a grievance is considered by the Committee the moving party may within fourteen (14) days thereafter refer the grievance to arbitration by requesting the Employer agree to an Arbitrator or by requesting the Federal Mediation and Conciliation Service to submit a list of eleven (11) names of qualified Northwest arbitrators from which the parties shall select the Arbitrator.

18.2.2 Where a grievance is moved to arbitration it is the intent of the parties to pick an arbitrator and move the case to hearing in prompt and diligent fashion.

18.2.3 The cost of the Arbitrator shall be borne by the losing party.

18.2.4 The Labor Relations Committee and the Arbitrator shall have no power to add to, subtract from, change, or modify any provisions of this Agreement, but shall be authorized only to interpret existing provisions of this agreement as they apply to the specific facts of the issue in dispute. The decision of the Arbitrator shall be final and binding on all parties provided, either party may have the award reconsidered by the Arbitrator to account for delay of the process by any party to the proceedings.

18.3 Except as provided in 4.1, grievances shall not be recognized unless presented in writing within sixty (60) days from the date of the occurrence causing the complaint or grievance, except in cases where report of the grievance has been suppressed through coercion by the Employer.

18.4 It is understood that any of the foregoing time limits may be waived by mutual agreement.

18.5 ACME Farms and the Union shall make pertinent data necessary for the examination of all circumstances surrounding a grievance available to each other. The arbitrator shall be empowered to effect compliance with this provision by requiring the production of documents and other evidence.

ARTICLE 19: LABOR MANAGEMENT COMMITTEE

19.1 A Labor-Management Committee shall be established consisting of up to three (3) bargaining unit members and one (1) representative from UFCW; and up to three (3) management representatives. The purpose of the Committee shall be to foster improved communications between the Employer and the bargaining unit. The Labor-Management Committee, which is an advisory committee, shall meet as agreed to but at least quarterly to discuss matters pertaining to this Agreement and other workplace issues. The employee's time spent on the Labor-Management Committee shall be paid at the employee's straight-time wage, not to exceed two hours.

ARTICLE 20: SEPARABILITY

20.1 It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses and phrases of this Agreement are separable and if any phrase, clause, sentence, paragraph or section of this Agreement shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction because of the conflict with any Federal or Washington State law, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement and the balance of this Agreement shall continue in full force and effect.


20.2 If any provision is held invalid, the Employer and Union shall enter into negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

ARTICLE 21: DURATION OF AGREEMENT


21.1 This Agreement shall be in full force and effect from February 26, 2023 until February 24, 2024, 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 by one party serving a notice thereof upon the other party at least sixty (60) days prior to said expiration date or any anniversary thereof. In the event of an inadvertent failure by either party to give the notice set here, such party may give such notice at any time prior to the termination or automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this Article, the expiration date of this Agreement shall be the 61st day following such notice.

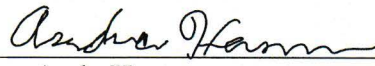
IN WITNESS WHEREOF, we attach our signatures this 29 day of December, 2023.

ACME FARMS + KITCHEN

By: 
Joy Rubey, Owner

UFCW LOCAL 3000

By: 
Faye Guenther
President

By: 
Andy Heyman
Union 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

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

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