



Office and Professional Employees International Union
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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

UNITED FOOD AND COMMERCIAL WORKERS LOCAL NO. 21

AND

**OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION
LOCAL NO. 8, AFL-CIO**

FOR THE PERIOD OF

NOVEMBER 1, 2019 THROUGH OCTOBER 31, 2022

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COLLECTIVE BARGAINING AGREEMENT

UNITED FOOD AND COMMERCIAL WORKERS LOCAL NO. 21

THIS AGREEMENT is made and entered into on this 1st day of November 2019 at Seattle, Washington, by and between UNITED FOOD AND COMMERCIAL WORKERS LOCAL 21, AFL-CIO chartered by the United Food and Commercial Workers International Union, AFL-CIO, hereinafter referred to as the "Employer", and OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 8, AFL-CIO, hereinafter referred to as the "Union," for the purpose of fixing the wage scale, schedule of hours and general rules and regulations between the Employer and the Union, and to clearly define mutual obligations between the parties hereto.

PREAMBLE

WHEREAS, the parties hereto desire to cooperate in establishing conditions which will tend to secure to the employees concerned a living wage and fair and reasonable conditions of employment, and to provide methods for fair and peaceful adjustment of all disputes which may arise between them, so as to secure uninterrupted operation of the office involved.

NOW, THEREFORE, be it mutually agreed to as follows:

ARTICLE 1

RECOGNITION OF THE UNION

Section 1.1 The Employer agrees to recognize and hereby does recognize the Union as the sole and exclusive collective bargaining agent with respect to rates of pay, hours and all other terms and conditions of employment for the appropriate bargaining unit herein established and described as follows: All office employees employed by the Employer, excluding elected officers, elected or hired business representatives, organizers, bookkeeper, office manager, confidential employees, and supervisors as defined by the Act.

Section 1.2 UNION LABEL All correspondence of any type sent out of any office under this Agreement should bear the Union Label of the Office and Professional Employees Local 8, except that letters written by the Business Representatives and/or executive officers of the Local need not bear the label.

ARTICLE 2

UNION SECURITY

Section 2.1 The Employer agrees that all employees covered under this Agreement shall, as a condition of employment, thirty-one (31) days from the effective date of this Agreement, become and remain members of the Union in good standing.

Section 2.2 The Employer further agrees that all new employees hired subsequent to the effective date of this Agreement shall, as a condition of employment, thirty-one (31) days from the date of employment become and remain members of the Union in good standing.

Section 2.3 The Employer shall notify all employees on their first day of employment of their responsibility to contact the Local to satisfy their Union obligation. Temporary employees shall pay work permit fees which are equal to the monthly dues rate. If hired as a permanent employee, temporary employees shall pay initiation fees as required by Local 8's Bylaws.

Section 2.4 Temporary employees selected from the membership to handle special projects not in the regular course of daily business, i.e., strikes, organizations, etc., shall be excluded from the provisions of this Agreement. Such temporary employees shall not deprive bargaining unit employees of regular bargaining unit work or be used to displace regular employees.

ARTICLE 3

HIRING AND TERMINATION

Section 3.1 JOB POSTING PROCEDURE.

Section 3.1(a) Notice of all bargaining unit job vacancies shall be posted for five (5) working days on the Union bulletin board and will be e-mailed to each Local 8 employee at least five (5) working days prior to any outside posting. The posting notice will include a brief description of the responsibilities of the vacant position.

Section 3.1(b) Covered employees who make timely application will be considered eligible for the vacant position, subject to the terms of Section 4.2.

Section 3.1(c) The Employer will, when seeking to fill a new or replacement position, request applicants from the Union; however, the Employer shall be free to also seek applicants from within the Employer's membership or elsewhere, once the provisions of Sections 3.1(a) and (b) have been exercised. The Employer shall have the right to determine the hiring of any applicant. The Employer further agrees to notify the Union within one week of the hiring of any new employee.

Section 3.2 TERMINATION NOTICE Employees terminated by the Employer (unless discharged for just cause), shall be provided pay as follows:

Six months to one year – one weeks' notice or one weeks' pay
One year or more – two weeks' notice or two weeks' pay

Employees who give notice to terminate shall provide notice as follows:

Design Publication Specialist – three weeks' notice
All other Local 8 Classifications – two weeks' notice

Failure to provide such notice except with mitigating circumstances (agreed to by the Employer) shall cause the employee to forfeit any accrued vacation pay or sick leave.

Section 3.2(a) No employee shall be discharged or disciplined except for just cause.

Section 3.2(b) At the time of issuance, and prior to placement in personnel records, the employee shall be given the opportunity to read, sign and answer all written warning notices. The employee's signature shall not signify an admission of guilt or concurrence to the charge but shall be requested to indicate the employee comprehends the disciplinary action. If a supervisor calls an employee into an investigatory meeting which could result in discipline, the employee shall be told that and may request the presence of a Shop Steward or Union Representative.

Section 3.3 The first one hundred twenty (120) days of employment will be considered a trial or probationary period for all new employees. Discharge or voluntary separation without cause or prejudice may be accomplished at any time within this period.

Section 3.4 Employees hired to work at a specific location may apply for openings at other Local 21 office locations but may not be required by the Employer to transfer permanently to a different office.

ARTICLE 4

SENIORITY

Section 4.1 DEFINITION Seniority is defined as an employee's continuous length of service with the Employer from the most recent date of hire including previous uninterrupted service with former UFCW Local 1001, Local 1105, Local 381, Local 44, or Local 81 based on most recent date of hire within the bargaining unit. Employees working in the Seattle office of Local 21, the Mount Vernon office of Local 21, the Silverdale office of Local 21, and in the Spokane office of Local 21 shall maintain one merged seniority list for the purpose of all seniority issues covered by our Collective Bargaining Agreement.

Section 4.2 APPLICATION OF SENIORITY Seniority shall be the determining factor in transfer, shift changes, layoff, recall from layoff and vacation preference where such factors as skill and ability are substantially equal.

Section 4.3 The Employer, upon recalling, shall do so in the inverse order of seniority. Employees shall retain recall rights for twelve (12) months from date of layoff.

Section 4.4 An employee shall lose all seniority rights in the event of voluntary resignation or termination for just cause.

Section 4.5 An employee covered by the Collective Bargaining Agreement hired for a temporary assignment which will last less than six (6) weeks (in a calendar year or in a rolling 12 months), will not be subject to the recall from lay-off language in Section 4.2. In all cases where there will be six (6) or more weeks of work (in a calendar year or in a rolling 12 months) the recall from lay-off based on seniority provisions of Section 4.2 shall apply.

ARTICLE 5

HOLIDAYS

Section 5.1 The following named holidays and such other holidays observed by the office of the Employer shall be granted with no deduction in salary and shall be paid for as though the employee has worked a full shift at the actual rate of pay:

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Thanksgiving Day
Washington's Birthday (Presidents' Day)	Day after Thanksgiving Day or another day during the Christmas Season
Memorial Day	*Last working day before Christmas Day
Fourth of July	Christmas Day
Five Floating Holidays (Personal Days)	

*The Employer may schedule another day off in lieu of this holiday if the work schedule will not permit granting such at the specified time. This determination will be made no later than December 1st.

Section 5.2 Employees working on a holiday recognized in this Agreement shall receive a minimum of seven and one-half (7½) hours regular pay in addition to overtime pay at the double time rate.

Section 5.3 All of the aforementioned holidays shall be observed on the same dates that are designated by the Federal government. If any of the aforementioned holidays fall on Saturday, the holiday will be observed the preceding Friday. If the holiday falls on Sunday, the following Monday will be observed as the holiday. Should a holiday fall during an employee's vacation, the employee shall receive a day off in lieu thereof that is mutually acceptable to the employee and the Employer, or receive one (1) extra day's pay at straight-time.

Section 5.4 If an employee is absent from work on a scheduled working day immediately preceding or immediately following a holiday, such employee shall receive no pay for the holiday unless the absence was previously authorized or subsequently approved by the Employer.

ARTICLE 6

PAID TIME OFF (PTO) SICK LEAVE AND LEAVE OF ABSENCE

Section 6.1(a) PAID TIME OFF (PTO) DAYS Employees shall be entitled to and shall receive in addition to the vacation schedule provided in Article 11 seven (7) Paid Time Off (PTO) days to be used at the discretion of the employee for personal use, doctor and dental appointments, short periods of illness of the employee (see Section 6.4) or the care for dependent children, parents and spouse or domestic partner. Two (2) days of PTO may be carried over ninety (90) days past the employees anniversary date.

Section 6.1(b) Employees shall be entitled to four (4) Paid Time Off (PTO) days after 30 days of employment and the remaining three (3) days after ninety (90) days of employment.

Section 6.2 No employee who has been employed one (1) year or more shall be dismissed during periods of absence due to bona fide illness or accident, up to six (6) months, or while on vacation or on approved leave of absence.

Section 6.3 Leaves of absence shall be granted subject to mutual agreement, in writing, between the Employer and the employee.

Section 6.4 SICK LEAVE DAYS In addition to the seven (7) Paid Time Off days employees shall accrue one-half (1/2) day of sick leave per month after thirty (30) days of employment to be used for extended illness.

Section 6.4(a) ACCESS RULES Employees may access sick leave days for themselves, dependent children, spouse or domestic partner on the first day of a hospitalization or outpatient procedures protected by FMLA (not for typical office appointments) or on the third day of an illness. For illness of five (5) days or longer the sick leave bank can be accessed back to the first day of illness. The sick leave account can also be accessed in the event of inclement weather not to exceed two days per year. An employee out of work on a Labor and Industries injury or illness may access the sick leave bank from the first day. Upon verified completion of requirements by the Sound Health and Wellness Trust to receive full HRA funding under the trust, the Employer will agree to transfer one (1) day from the sick leave bank to the employees PTO.

Section 6.4(b) The parties to this Agreement acknowledge their responsibility under FMLA, ADA, WFCA, WFLA, and WPFML (Washington Paid Family Medical Leave). The premium for the Washington Paid Family Medical Leave (WPFML) will be paid in full by the Employer. The parties further agree that leave will be granted to care for domestic partners as defined by the Seattle Municipal Code for the life of this Agreement. The Employer agrees that any employee eligible for the three (3) month waiver of the Health Insurance Premium and FMLA shall be granted each benefit if needed so that they run consecutively. This will provide the employee with six (6) months of health insurance coverage if they need to be out of work that long. Any modifications to these Acts during the life of this Agreement shall be incorporated into said Agreement.

Section 6.4(c) Employees are required to coordinate Paid Time Off and extended sick leave benefits with the time loss program provided by the Retail Clerks Welfare Trust or any other time loss or disability program provided by the Employer. The Employer agrees to honor HIPAA protections.

Section 6.4(d) CASHOUT Upon severance of employment, the employee shall be compensated for unused sick leave earned up to a maximum of up to 180 hours.

Section 6.5 JURY DUTY PAY After the first year of employment, employees who are regularly employed eighty (80) or more hours per month who are called for service on Jury Duty shall be excused from work for the days on which they serve, and shall be paid the difference between the fee they receive for such service and the amount of straight-time earnings lost by

reason of such service up to a limit of seven and one-half (7½) hours per day and thirty-seven and one-half (37½) hours per week, for a period of eight (8) hours per day and forty (40) hours per week if assigned to the forty (40) hour work week not to exceed thirty (30) calendar days; provided, however, that an employee called for jury duty who is temporarily excused from attendance at court must report for work if sufficient time remains after such excuse to permit the employee to report to the place of work and work at least one-half (1/2) of the normal workday. In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of jury pay received.

Section 6.6 WITNESS DUTY PAY In the event employees who are regularly employed eighty (80) or more hours per month who receive a subpoena as a witness in civil or criminal cases shall be excused from work for the days in which they testify, and shall be paid the difference between the witness fee they receive for such service and the amount of straight-time earnings lost by reason of such service up to a limit of seven and one-half (7½) hours per day and thirty-seven and one-half (37½) hours per week or eight (8) hours per day and forty (40) hours per week if assigned to the forty (40) hour work week; provided, however, the employee receiving such subpoena who is temporarily excused from court must report for work if sufficient time remains after such excuse to permit the employee to report to the workplace and work at least one-half (1/2) of the normal workday. The application of this Section is that such witness duty must be directly connected to a matter concerning the Employer.

Section 6.7 INCLEMENT WEATHER POLICY Absence due to an employee's inability to report for scheduled work because of severe inclement weather or conditions caused by severe inclement weather shall be charged, at the employee's option, to the following:

- (a) Any available personal days.
- (b) Any accrued vacation leave.
- (c) Any accrued sick leave (up to two days per year).
- (d) Leave without pay.

Section 6.8 DISABILITY BENEFITS The Employer will provide a Long term Disability Insurance Plan that will provide up to 60% of the employee's weekly salary beginning on the 31st day of disability and to continue to age 65 or date of retirement. All provisions of the plan shall apply and will be coordinated with the Employer's sick leave plan.

ARTICLE 7

DEATH IN THE IMMEDIATE FAMILY

Section 7.1 Any employee suffering a death in the immediate family shall be allowed a minimum of three (3) days' leave from work with pay at the regular rate. Member of the immediate family is defined as father, mother, sister, brother, spouse, spousal equivalent, son, daughter, mother-in-law, father-in-law, grandparent, grandchild, step-child or step-parent. In the event the deceased is a spouse, domestic partner parent or domiciled child, the employee shall be allowed a minimum of five (5) days' leave from work with pay at the regular rate. One day leave will be provided for the death of an aunt or uncle. See LOU #3

Section 7.2 If the employee is notified of the death while working, such employee will be excused from work and will be paid for the balance of the working shift and that time shall not be charged against the three (3) days of leave.

ARTICLE 8

AUTOMATION AND EDUCATION

Section 8.1 In cases where positions are abolished because of automation or system changes, all possible consideration will be given to transferring employees to comparable jobs in employment. Also, every consideration will be given to training present employees to operate any new equipment installed as a result of these changes.

Section 8.2 On request, by mutual agreement between the Employer and the employee(s), the Employer agrees to provide time for cross-training of present employees.

Section 8.3 The Employer agrees to reimburse employees for the expense of tuition and books, when such expenses are incurred with prior approval of the Employer, for classes which will give the employee(s) the skills they need to advance in their careers with the Employer. Reimbursement shall be made promptly after an employee presents the Employer with evidence of successful completion of the agreed upon course of study.

ARTICLE 9

HOURS OF WORK

Section 9.1 The regular hours of work shall not exceed seven and one-half (7½) hours in any one day, to be worked within eight and one-half (8½) hours between 8:00 a.m. and 6:00 p.m., not more than thirty-seven and one-half (37½) hours in any one week. All employees hired after October 1, 2005, former Local 1001 employees hired after June 1, 2001, the Office Coordinator position and the Silverdale office position shall work a forty (40) hour schedule and for those employees, all time worked in excess of regular working hours or forty (40) hours per week shall be paid at one and one-half (1½) times the regular rate of pay. All former Local 1105 employees shall work a thirty seven and one half (37½) hour schedule. All time worked in excess of regular working hours, and all time worked on Saturday, shall be paid for at one and one-half (1½) times the straight-time rate of pay. All time worked on Sundays or in excess of ten (10) hours in one day will be paid for at twice the regular rate. The Employer agrees to consider on a case by case basis any requests to alter hours of work.

Section 9.2(a) A system of flexible working hours may be established by mutual agreement between the Employer and the employee between the hours of 6:00 a.m. and 6:00 p.m.

Section 9.2(b) Make-up time not exceeding four (4) hours per week may be made up at any time during the regular work week by all employees in the bargaining unit. In no event will an employee exceed 40 hours in any one work week or forfeit lunches when making up their time. "Make-up" time is subject to pre-approval and will be granted based on staffing and/or other needs of the office, however, the four (4) hour per week of "make-up" time may also be

accessed in the event of rare situations where pre-scheduling is not possible such as traffic, appointments that go longer than anticipated, and other unexpected situations or emergencies. In all situations, the supervisor must be notified as soon as practically possible, or make-up time is forfeited. The time shall be made up before or after an employees regular scheduled shift. "Make-up" time is not subject to the seniority provision of the collective bargaining agreement. Misuse or abuse of make-up time will be considered theft of time and result in discipline.

Section 9.3 The lunch period shall be at least one-half (1/2) hour. Employees will not be required to take their lunch period until at least three (3) hours after starting work, nor later than three (3) hours before quitting time.

Section 9.4 Employees ordered to report to work shall receive at least four (4) hours' pay at the applicable rate.

Section 9.5 Relief periods of fifteen (15) minutes each shall be allowed morning and afternoon.

Section 9.6 The Employer shall not require employees to pay for parking. The Local 8 staff shall be given assigned parking spaces in the UFCW 21 parking lot for their use. The Employer retains the sole and exclusive right to designate when no employees or a limited number of employees may park in the parking lot based on a business needs determination. The business needs determination of the Employer is absolute and not subject to challenge through the grievance and arbitration procedures of this agreement.

Section 9.7 MILEAGE AND TRAVEL TIME Any employee who is required by the Employer to travel to an office of the Employer other than the one they are regularly scheduled to work in shall be paid the IRS mileage rate for the distance between the two offices. The Employer may require that employees carpool.

ARTICLE 10

PART-TIME AND TEMPORARY EMPLOYEES

Section 10.1 Regular part-time employees are those performing designated work in an office, regularly. They shall be entitled to and shall receive vacations with pay, sick leave and holidays on the same basis as a regular full-time employee, prorated to the number of hours worked per month. A regular part-time employee is an employee who works less than the regular seven and one-half (7½) hour day and/or less than a five (5) day, thirty-seven and one-half (37½) hour workweek, and who has been in the employ of the Employer for a period of over thirty (30) calendar days.

Section 10.2(a) Temporary employees are employees who are hired for a specific period of time, agreed on at the time of hiring in writing by the Employer and the Union, not to exceed one hundred eighty (180) days, except for cases of medical or maternity leave absence. They shall be paid the minimum rate for their respective classification and shall not be entitled to fringe benefits.

Section 10.2(b) If a temporary employee is hired for a permanent position, health and welfare

benefits shall be retroactive to the original day of employment.

Section 10.2(c) The Employer agrees that temporary/on-call employees shall not be hired for the purpose of displacing regular full-time employees. Consideration for overtime shall be given to bargaining unit employees before temporaries are hired. However, the Employer's decision shall be final and binding.

Section 10.2(d) After being separated from employment a temporary may not be rehired into a temporary position and laid off more than once within the six month period immediately following the original date of separation from temporary employment unless there is mutual agreement between the Employer and the Union.

ARTICLE 11

VACATION

Section 11.1 Employees shall be entitled to, and may receive, annual vacation with pay at the following amount if approved. All levels require continuous service to qualify. Vacations shall be taken at a time that is mutually agreeable to the employer and employee:

1 to 2 years:	2 weeks (10 days) but you may use up to 1 week of this early after 6 months of service
3 to 9 years:	3 weeks (15 days) each year
10 to 14 years:	4 weeks (20 days) each year
15 or more years:	5 weeks (25 days) each year

Section 11.2 Where employees with six (6) months or more of service are terminated, they shall be entitled to prorated vacation for the number of months worked for vacation which has been earned but not paid for, based on the above schedule, except as provided for in Section 3.2.

Section 11.3 Seniority shall be used to approve vacation requests for those requests submitted before March 1 for the next 12 months, (March through the following February.)

On or after March 1st first come first served will be the process except seniority shall be used to decide if more than one person submits a request for the same time.

*Former Local 1105 employees will be placed on the Employer's vacation schedule with no loss of accrued benefits. For example: An employee who has earned 4 weeks of vacation after eight (8) years will continue to accrue four (4) weeks until the employee has enough years of service to move to the five (5) week accrual rate (15 years of service under the Employer's schedule).

Section 11.4 Vacations due must be taken before the next anniversary date except that employees may carry over two (2) weeks of vacation to be scheduled by mutual agreement during the three (3) months following the employee's anniversary date of employment.

ARTICLE 12

HEALTH AND WELFARE, DENTAL, PRESCRIPTION PLANS

Section 12.1 The Employer shall provide coverage to employees under the Health and Welfare, Dental, Vision, Prescription and Retiree plans established by the Sound Health and Wellness Trust.

Section 12.2 The bargaining unit agrees to pay the required employee portion of employee and dependent contributions as deemed necessary by the Board of Trustees for the Sound Health and Wellness Trust.

Section 12.3 The Employer and the Union agree to be bound by the terms and provisions of the Sound Health and Wellness Trust Agreements. The Employer accepts as its representatives, for the purpose of the Sound Health and Wellness Trust, the employer trustees serving on the board of trustees of said trust and their duly appointed successors.

Section 12.4 The employer will contribute to the Sound Health & Wellness trust as follows:

Effective November 1, 2019 hours, the Employer current contribution rates shall be reduced by twenty-one cents (\$0.21) per hour except beginning with November 1, 2019 hours, the Employer's contribution rate shall further decrease on a temporary basis in order to allow for an increase in the Employer contribution rate on the Sound Retirement trust under Article 13.

Based on the recommendation of the Trust consultants, the Employer contribution rates shall further decrease until the earlier of October 2020 or when the total Employers' proportional share of the surplus assets is reduced to zero, provided that the total amount of all Employers' total additional reduction shall not exceed \$150 million. However, in no event shall the Employer's contribution rate be reduced below four dollars sixty-five cents (\$4.65) per hour if the Trust excess assets (above the required reserves) are anticipated to fall below 2½ months on excess reserves.

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 11/1/2019 hourly rate before the temporary decrease, and a maximum rate of \$4.86) that is anticipated to result in an excess reserve of \$52 million by April 30, 2022.

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.

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

The following benefit improvements will be made:

1. Increase the Hearing Care allowance for PPO participants to \$2,000 per consecutive 3-year period and the Hearing Aid allowance for Kaiser participants to \$1,000 per year per consecutive 3-year period.
2. Increase the frame allowance for vision benefits for PPO participants to \$150 every 24-months for participating providers and increase all glasses hardware allowance for Kaiser participants to \$200 every 12 months.
3. Effective January 1, 2020, the time loss benefits will change as follows:
 - a. A participant's time loss benefits will be suspended while the participant is receiving Washington State Paid Family Leave.
 - b. The maximum benefit for employees with 150 or more hours will increase to \$450 with the other hour thresholds increasing proportionately.
 - c. The weekly benefit will not exceed 60% of a participant's average weekly wage.

All other trust programs shall continue unless modified by the Trustees based on the terms of the Trust and Plan documents

The Employer will participate in the Sound Health & Wellness trust's "Buy-up" option for all new hires during the first sixty (60) months of their employment provided such option is available.

Section 12.5 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.

Section 12.6 All employees shall be covered under the Washington State Industrial Insurance Act.

Section 12.7 The Employer agrees to provide OPEIU employees life insurance in the amount of at least \$50,000.00.

Section 12.8 In the event the Congress or the State passes a National Health or State Care Bill, the Employer agrees to bargain with the Union over the effects of such change.

Section 12.9 The Employer shall provide a Flexible Spending Account for qualified medical and dependent child care expenses in accordance with the provisions of the Internal Revenue Service. Employees who choose to participate must enroll upon hire or during the designated annual open enrollment period.

ARTICLE 13

RETIREMENT PLANS

Section 13.1 The Employer shall provide the following retirement plans:

Section 13.1(a) The UFCW Retirement Plan for officers and staff is a voluntary plan available to employees.

Section 13.1(b) FUNDING OF SOUND RETIREMENT TRUST

1. Until the effective date of the new future service defined benefit variable plan under Section 12.4, the Employer will continue to make contributions to the Sound Retirement Trust 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:

The parties hereby adopt the Preferred schedule under the Rehabilitation Plan of the Sound Retirement Trust with the Preferred schedule to be effective with respect to those subject to the terms of this collective bargaining agreement as of the date stated in the Rehabilitation Plan and selected Schedule Required contributions under the applicable schedule are in addition to those previously noted and shall be used for deficit reduction only. In accordance with that schedule, the employer shall make such additional supplemental contributions in addition to the base contributions described under (6) below. It is recognized and agreed that the supplemental contributions will not result in any pension credit for the covered employees.

2. Contributions shall be made for all compensable hours up to a maximum of 160 hours in a two (2) pay period month and 240 hours in a three (3) pay period month plus supplemental contributions required for deficit reduction as described above.
3. The Employer and the Union agree to be bound by the terms and provisions of the Sound Retirement trust.
4. Upon the effective date of the new future service defined benefit variable plan under Section 12.4, future benefit accruals under the SRT will cease and the SRT plan will be frozen; as a result, the funding of the normal cost 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 the normal cost for the SRT for the Employer's employees per hour.
5. 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.
6. The SRT Employer liabilities will be funded under an updated Rehabilitation Plan designed with the objective that the Plan will move to the green zone and achieve 102% funding by 2030. This updated Rehabilitation Plan will include the current scheduled increases plus an additional contribution of three (\$.03) cents per hour in annual

increases over a new ten-year period beginning January 1, 2020 (January hours/February payment). Such accelerated funding in this agreement shall apply to the SRT liabilities and shall remain in effect regardless of the Zone status of the Plan.

7. 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.
8. 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 does not approve the global solution, the bargaining parties will meet to discuss other alternatives.
9. The parties agree to request that the Actuaries of the Plan review and update, as they determine is appropriate, the current withdrawal liability method used by the Fund.

Section 13.1(c) VOLUNTARY 401(k) PLAN During the term of this agreement, the Employer agrees to withhold from the wages of the employees such amounts as the employee may designate in a voluntary written authorization and forward such monies to the Western Employees Benefit Trust 401(k) Plan (hereinafter Web Trust). Employees may enroll or change their designated withholdings no more frequently than every six (6) months. Employees may terminate their withholdings at any time.

Section 13.2 VARIABLE ANNUITY PLAN

1. As of the effective date of the new future services 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.
2. The Employer will contribute such percent of salary per month for each eligible active participant to the VAP, commencing with the effective date, as determined by the actuaries for the VAP to reflect the intent of the parties that: (1) that the contribution is set based on the cost of the aggregate current benefit accrual for the Employer's employees, but determined using 5.5% discount rate and administrative costs and (2) the benefit accrual rate is determined by the amount that can be funded with such contributions

determined under (1) above (with a margin in the benefit accrual rate that is designed to guard against adverse non-investment experience). 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. Salary shall be gross wages per payroll period. Contributions shall be remitted monthly. The benefit accrual under the VAP will be periodically reviewed (but at least every three 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.

3. The eligibility, rights and features of the benefit design 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.
4. 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.
5. 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 12.4.

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.

6. The governance of the VAP will be modeled after the SRT Trust Agreement document, as appropriate and agreed to by the plan sponsor.

ARTICLE 14

NON-DISCRIMINATION

Section 14.1 The Employer agrees not to discriminate against any employee because of the employee's activity as a member of the Union.

Section 14.2 Neither the Union nor the Employer, in carrying out their obligations under this Agreement, shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge or otherwise because of race, color, creed, national origin, sex, age, sexual orientation, religion, marital status, or disability.

Section 14.3 The Employer agrees to the principle of equal pay for equal work and agrees that there shall be no discrimination exercised in this respect. In all cases where women are performing work of a comparable quantity and quality as that performed by men, the same rate of pay shall prevail; this applies only to positions within the bargaining unit.

ARTICLE 15

WAGES

Section 15.1 The following shall be the minimum established contractual rates of pay for all new employees and journey level employees whose rates are not above scale.

Job titles:

- Membership Services Representative
- Communications Services Representative

These titles will be added to the current “Office Staff” wage scale and the job title Office Staff” shall be eliminated.

Wage Increases:

- 2019:** Effective upon ratification the Employer will assume the \$0.82 reduction of gross wage referenced in Article 13.1(b).
- 2020:** 2% Journey level wage increase effective date indicated in Article 15.2.
- 2021:** 2.5% Journey Level wage increase effective date indicated in Article 15.2.

Section 15.2

Membership Services & Communications Services Representative

Step	11/1/2019	11/1/2020	11/1/2021
1	\$ 21.96	\$ 21.96	\$ 21.96
2	\$ 22.61	\$ 22.61	\$ 22.61
3	\$ 23.28	\$ 23.28	\$ 23.28
4	\$ 23.97	\$ 23.97	\$ 23.97
5	\$ 24.68	\$ 24.68	\$ 24.68
Journey	\$ 28.82	\$ 29.40	\$ 30.14
Lead	\$ 30.26	\$ 30.87	\$ 31.65

Membership Services Specialist & Grievance and Contract Specialist

Step	11/1/2019	11/1/2020	11/1/2021
1	\$ 23.96	\$ 23.96	\$ 23.96
2	\$ 24.80	\$ 24.80	\$ 24.80
3	\$ 25.67	\$ 25.67	\$ 25.67
4	\$ 26.56	\$ 26.56	\$ 26.56
5	\$ 27.49	\$ 27.49	\$ 27.49
Journey	\$ 30.26	\$ 30.87	\$ 31.64

Office Assistant

Step	11/1/2019	11/1/2020	11/1/2021
1	\$ 16.50	\$ 16.50	\$ 16.50
2	\$ 17.00	\$ 17.00	\$ 17.00
3	\$ 17.50	\$ 17.50	\$ 17.50
4	\$ 18.00	\$ 18.00	\$ 18.00
5	\$ 19.00	\$ 19.00	\$ 19.00
Journey	\$ 20.00	\$ 20.40	\$ 20.91

Receptionist

Step	11/1/2019	11/1/2020	11/1/2021
1	\$ 17.75	\$ 17.75	\$ 17.75
2	\$ 18.00	\$ 18.00	\$ 18.00
3	\$ 18.50	\$ 18.50	\$ 18.50
4	\$ 19.15	\$ 19.15	\$ 19.15
5	\$ 19.60	\$ 19.60	\$ 19.60
Journey	\$ 22.60	\$ 23.05	\$ 23.63

Design & Publication Specialist

Step	11/1/2019	11/1/2020	11/1/2021
1	\$ 25.00	\$ 25.00	\$ 25.00
2	\$ 27.00	\$ 27.00	\$ 27.00
3	\$ 29.00	\$ 29.00	\$ 29.00
4	\$ 30.00	\$ 30.00	\$ 30.00
5	\$ 31.00	\$ 31.00	\$ 31.00
6	\$ 32.00	\$ 32.00	\$ 32.00
7	\$ 32.50	\$ 32.50	\$ 32.50
Journey	\$ 37.99	\$ 38.75	\$ 39.72

The above scales shall be restructured to 6 steps with the exception of the Design & Publication Specialist scale which shall be restructured to 8 steps. Employees on effected steps at the date of ratification shall be moved onto the equal or next higher step.

During term of agreement, UFCW 21 may create another specialist position in the bargaining unit that would match the Membership Services Specialist pay above, upon providing a job description to OPEIU. All other provisions of the contract including job posting rules apply.

Section 15.3 Any employee assigned to the Office Lead position shall be paid a minimum of five percent (5%) above the Journey wage rate.

Section 15.4 Any employee who is promoted to a higher paying job classification shall not receive any reduction in pay because of such promotion.

Section 15.5 Any employee who is demoted to a lower paying job classification shall not receive any reduction in pay because of such demotion. In the event that an employee is promoted, the first ninety (90) days of employment in the new position shall be considered a probationary period, and if the Employer decides to revert an employee to their former position during this ninety (90) day period, such employee shall receive their former salary.

Section 15.6 Previous experience will be considered when determining the appropriate rate of pay for new hires using contract rates as minimum. However, once a new employee has been informed of the contract wage progression rates and has agreed to a specific rate of pay, it may not be subject to dispute or grievance.

Section 15.7 All employees being paid above the contractual rates called for in this Agreement shall receive all increases due in an amount equal to the cents-per-hour increase for the classification in which they are employed.

Section 15.8 In the event that a new job title classification is created during the life of this Agreement, the Employer shall have an affirmative duty to notify the Union so that the Employer and the Union may mutually agree as to the duties and salary of said classification.

Section 15.9 Severance benefits are payments made to employees upon termination of employment caused by work force reduction. Severance benefits shall be calculated at the employee's weekly rate of one weeks' pay for every full year of service up to a maximum of ten (10) years.

Section 15.10 A longevity premium of fifty cents (\$0.50) per hour shall be paid to all employees with at least 20 years of service.

ARTICLE 16

MERGER

Section 16.1 The Employer acknowledges that it has a legal obligation to meet and confer (negotiate in good faith) with OPEIU Local 8 regarding the effects on employees covered by the Agreement or any merger which might occur between Local 21 and any other UFCW Local Union accomplished in accordance with the UFCW Constitution.

Section 16.2 The Employer agrees to notify the Union when the affected UFCW membership

has been notified and meet and confer with the Union at least thirty (30) days prior to the effective date of any merger, or as soon as is practicable after the UFCW membership has been notified, between Local 21 and any other UFCW Local Union with the specific intent to resolve all issues regarding wages, hours and other terms and conditions of employment of the employees then covered by this contract.

ARTICLE 17

SEPARABILITY

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decrees, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE 18

GRIEVANCE, ARBITRATION PROCEDURE

Section 18.1 UFCW and the Union recognize the grievance procedure as a process to resolve disputes in a respectful manner. The parties commit to resolve disputes as quickly as possible at the lowest possible level. There will be no reprisal for filing a grievance.

Section 18.2 A formal grievance is an allegation by a bargaining unit member or the Union that there has been a violation of this Agreement.

Section 18.3 If the parties agree to use the Dispute Resolution process below, the time frames in this Article will be suspended for the duration it takes to apply the process. If the selected dispute resolution method does not result in resolution, either party may return to the Grievance Procedure and the time frames resume.

Section 18.4 Grievance meetings will be held at a mutually agreeable time and location. Meetings may be held telephonically or using web conferencing upon mutual agreement of Employer and the Union. Release time will be granted for the grievant and his/her Shop Steward for the grievance meeting and the grievance pre-meet. The time limitations provided in this Article may be extended in writing by mutual agreement.

Section 18.5 Prior to filing a formal grievance, the bargaining unit member may attempt to resolve the problem with the immediate supervisor. The bargaining unit member may be accompanied by a Union representative at this discussion. If not resolved a formal written grievance may be filed and processed in the following manner:

STEP 1 – The Union will file the grievance with the Department Director within twenty (20) calendar days of when the bargaining unit member could reasonably be expected to be aware of the issue giving rise to the grievance, or within twenty (20) calendar days of the withdrawal from the Dispute Resolution process. Within twenty (20) calendar days from the receipt of the grievance, the Director of the department will hold a grievance meeting. Within ten (10) calendar days of the grievance meeting, the Director will submit a written

decision to the grievant and the Union.

STEP 2 – If the grievance is not resolved at Step 1, the Union may file the grievance with the President of UFCW Local 21 within twenty (20) calendar days of receipt of the Step 1 decision. Within twenty (20) calendar days of the receipt of the grievance at this step, the President or designee shall meet with the Union, grievant and Shop Steward if requested and will submit a written decision to the grievant and the Union within ten (10) calendar days of the grievance meeting.

STEP 3 Mediation – If the grievance is not resolved at Step 2, the parties may by mutual agreement refer the matter to the Federal Mediation and Conciliation Service.

STEP 4 – If the grievance is not resolved at in mediation, the Union may refer the grievance to arbitration within thirty (30) calendar days.

- a. The Federal Mediation and Conciliation Service will be requested by either or both parties to provide a panel of seven (7) arbitrators. Both the Employer and the Union will have the right to strike three (3) names from the panel. The party requesting arbitration will strike the first name; the other party will then strike one (1) name. The process will be repeated, and the remaining person will be the arbitrator.
- b. Arbitration proceedings will be conducted at a mutually agreed upon time and location. The decision of the arbitrator will be final and binding on the parties, and the arbitrator will be requested to issue his/her decision within thirty (30) calendar days after the conclusion of testimony and argument unless extended by mutual agreement. The scope of the arbitrator's decision will not extend beyond interpretation or application of the terms of this Agreement.
- c. Arbitration Costs:
 - a. The expenses and fees of the arbitrator, and the cost (if any) of the hearing room, will be shared equally by the parties.
 - b. The costs of any mutually agreed upon postponements or cancellations of the arbitrator will be shared equally by the parties.
 - c. If either party desires a record of the arbitration, a court reporter may be used. If that party purchases a transcript, a copy will be provided to the arbitrator free of charge. If the other party desires a copy of the transcript, it will pay for half of the costs of the fee for the court reporter, the original transcript and a copy.
 - d. Each party is responsible for the costs of its representatives, attorneys and all other costs related to the development and presentation of their case.

Section 18.6 Failure by the employer to comply with timelines will entitle the Union to move the grievance to the next step of the procedure. Failure to file a timely grievance at step one shall result in the grievance being dismissed.

DISPUTE RESOLUTION

Section 18.7 The parties agree it is in their mutual best interest to address disputes in a fair and responsible manner. In order to develop mutually satisfactory solutions, UFCW and the Union recognize a variety of voluntary options for the resolution of disputes.

Section 18.8 When attempts to resolve disputes between bargaining unit members, and disputes between bargaining unit members and management, fail, voluntary dispute resolution options will include, but not be limited to, mediation and/or facilitation by submittal of the dispute to a mutually agreed to accredited dispute resolution person or organization.

Section 18.9 In disputes between bargaining unit members and management, dispute resolution use is voluntary and by mutual agreement. Requests for dispute resolution will be in writing. A written response to the requestor of acceptance or denial of the request will be conveyed within ten (10) working days.

Section 18.10 Dispute resolution may be used instead of or as part of the Grievance Procedure.

Section 18.11 The parties agree that confidentiality will be maintained, and that discipline will not result from disclosure of information in the Dispute Resolution process.

ARTICLE 19

PICKET LINES

It shall not be a violation of the Agreement and it shall not be grounds for discharge or discipline for any employee covered by this Agreement to refuse to cross or work behind any legal primary picket line established against Local 21 by any of its employees.

ARTICLE 20

UNION BUSINESS

Section 20.1 After advising the Employer of his or her presence, the Union Representative shall be allowed admission to the Employer's premises at any reasonable time for the purpose of investigating conditions relating to this Agreement.

Section 20.2 The Employer agrees to deduct the sum specified from the pay of each member of the bargaining unit who voluntarily executes an OPEIU Local 8 PAC Check-off Authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms.

Section 20.3 A check payable to OPEIU Local #8 PAC for the amounts deducted and a roster of all bargaining unit employees using payroll deduction for voluntary political action contributions will be transmitted to the union once a month.

Section 20.3(a) A check payable to OPEIU Local #8 Hardship Fund for the amounts

deducted and a roster of all bargaining unit employees using payroll deduction for hardship fund contributions will be transmitted to the union once a month.

Section 20.4 Upon issuance and transmission of this check to the Union, the Union holds the Employer harmless from all claims, demands or other forms of liability that may arise against the Employer for or on account of any such deductions.

Section 20.5 The Employer will deduct an amount equal to the Union's monthly dues from the pay of each member of the bargaining unit who voluntarily executes a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. A copy of the authorization form to be used by employees is set forth as Exhibit "A" of this Agreement. Dues deductions will be transmitted to the Union by check payable to its order on or before the end of each month.

Section 20.6 LABOR MANAGEMENT COMMITTEE A committee comprised of the Local 8 Union Representative or Shop Steward, plus one bargaining unit member and the Employer shall meet quarterly, upon request, for up to two hours to discuss concerns of either party.

Section 20.7 At least one employee from the Local 8 bargaining unit shall participate in the Safety Committee meetings which shall meet at least quarterly to review safety issues, recommend improvements and assist in correction of identified unsafe or unhealthy conditions or practices in the workplace.

ARTICLE 21

Section 21.1 The Employer agrees to comply with all Local, State and Federal Laws.

Section 21.2 Except as specifically limited by the terms of this Agreement, UFCW retains the right and responsibility to operate the facilities and manage the affairs of the UFCW, including the right to promulgate rules and policies.

ARTICLE 22

TERMINATION AND RENEWAL

This Agreement shall be in full force and effect until October 31, 2022 and shall continue in effect from year to year thereafter unless either party gives notice, in writing, at least sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such Agreement; provided that, in the event the Union serves written notice in accordance with this Section, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provisions of this Agreement, any other provision to the contrary notwithstanding.

All terms and conditions of this Agreement will remain in full force for the duration of this contract and there will be no reduction in the terms and conditions unless mutually agreed upon by both parties.

EXECUTED at Seattle, Washington this _____ day of _____ 2021.

**OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL UNION
LOCAL NO. 8, AFL-CIO**

By Ida Kovacic
Ida Kovacic, Union Representative

By Julie Buckhanan
Julie Buckhanan, Bargaining Committee

By Brenda Curtis
Brenda Curtis, Bargaining Committee

By Virginia Hein
Virginia Hein, Bargaining Committee

By Koki Oizumi
Koki Oizumi, Bargaining Committee

**UNITED FOOD AND COMMERCIAL
WORKERS LOCAL NO. 21**

By Faye Guenther
Faye Guenther, President

By Joe Mizrahi
Joe Mizrahi, Secretary-Treasurer

EXHIBIT “A”



Office and Professional
Employees International Union
Local 8
AFL-CIO

2900 Eastlake Ave E Ste 220
Seattle, WA 98102

1-800-600-2433
1-206-441-8880
Fax: 206-441-0207

www.opeiu8.org



Find us on Facebook
www.facebook.com/OPEIULocal8

Please print clearly (Por favor imprimir claramente)

OPEIU Local 8 Membership Application

I, the undersigned, designate Office and Professional Employees International Union, Local 8, as my chosen and authorized collective bargaining representative on matters relating to wages, hours, and other conditions of my employment.
Yo, el abajo firmante, designo a la Unión Internacional de Empleados Profesionales y de Oficina (OPEIU), Local 8, como mi elegido y representante autorizado de negociación colectiva en materia de salarios, horas y otras condiciones de mi trabajo.

Last Name (Apellido) First Name (Nombre) Initial (Inicial)

Street Name and Number (Nombre de calle y número)

City (Ciudad) State (Estado) Zip (Codigo postal)

Home Phone (Teléfono casa) *Cell Phone (Teléfono celular)

Home Email Address (Dirección de correo electrónico doméstica)

Birthdate [month/day/year] (Fecha de nacimiento [mes/día/año])

Employer (Empleador)

Date Employed / /
(Fecha de comienzo de empleo)

Employment Status:
(Estatus de empleo)

- Full Time (Tiempo completo)
- Part Time (Medio tiempo)
- On Call (de guardia)

* By providing my cell phone number, I understand that OPEIU and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis. Carrier message and data rates may apply to such texts.
*El proporcionar mi número de teléfono celular yo entiendo que OPEIU y sus afiliados pueden usar tecnología automatizada para llamar y/o mandarme mensajes de texto a mi teléfono celular en base periódica. Cargos de mensajes y datos pueden aplicar.

WELCOME

Welcome to Office and Professional Employees International Union Local No. 8, the labor union that represents bargaining unit employees at your place of work. Bienvenido a Office and Professional Employees International Union Local 8, la unión obrera que representa a los empleados en su lugar de trabajo.

The wages and benefits you receive are the result of your Union's efforts in contract negotiations throughout the years. We urge you to review your Union Contract and contact Local 8's office, 206-441-8880 or 800-600-2433 or opeiu8@opeiu8.org, if you have any questions. Your Contract is also available online at www.opeiu8.org. It contains many important written protections of your job, your wages and your benefits.

Los salarios y beneficios que recibe son el resultado de los esfuerzos de su Unión en las negociaciones del contrato a lo largo de los años. Les instamos a revisar su contrato sindical y en contactar con la Oficina Local 8, 206-441-8880 or 800-600-2433 o opeiu8@opeiu8.org, si usted tiene alguna pregunta. Su contrato también está disponible al www.opeiu8.org. Contiene muchas importantes protecciones sobre su trabajo, su salario y sus beneficios por escrito.

**PAYROLL DEDUCTION AUTHORIZATION
(Autorización de Deducción de Nómina)**

Upon receipt of this authorization, I hereby request and authorize my Employer to deduct from my wages or salary and to transmit to OPEIU Local 8, AFL-CIO the authorized initiation fees and monthly dues or fees as certified in writing by the Union. If, for any reason, a deduction is omitted, authorization is hereby requested and granted for an additional deduction to be remitted the following month to: OPEIU LOCAL 8, AFL-CIO, 2900 EASTLAKE AVE E STE 220, SEATTLE, WA 98102-3012

Al recibo de la presente autorización, yo solicito y autorizo a mi empleador para deducir de mi sueldo y remitir a OPEIU Local 8, AFL-CIO la iniciación autorizada y cuotas mensuales como dicho por escrito por la Unión. Si, por cualquier razón, una deducción se omite, esta autorización se extiende para que la cuota sea deducida y remitida el mes siguiente a: OPEIU LOCAL 8, AFL-CIO, 2900 EASTLAKE AVE E STE 220, SEATTLE, WA 98102-3012

Union dues are not deductible as charitable contributions for federal income tax purposes. Las cuotas de la unión no son deducibles como contribuciones caritativas para propósitos de impuesto federales.

Signature: _____ Date: _____
(Firma) (Fecha)

Print Name: _____
(Imprima su nombre)



LETTER OF UNDERSTANDING

Other Flexible Work Arrangement: The Union and the Employer will establish Joint Labor Management Committee and meet as needed to discuss other flexible work arrangements and remote work that may be in the interest of both the employees and Local 21.

Office Relocation: If UFCW 21 moves to a new office location, UFCW 21 will meet and confer with OPEIU Local 8 regarding the effects on employees covered by the agreement.

LETTER OF UNDERSTANDING #3

BETWEEN

UNITED FOOD AND COMMERCIAL WORKERS LOCAL NO. 21

AND

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 8

The parties mutually agree to the following:

BEREAVEMENT LEAVE: In rare and exceptional circumstances, the Employer will consider providing an equal amount of Bereavement Leave for family members not specifically addressed in Article 7.1. Any such consideration or leave granted is at the sole and exclusive determination of the employer, shall be non-precedent setting and shall not be subject to the Grievance Procedure in this agreement or any other recourse under local, state or federal law.

EXECUTED in Seattle, Washington this 15th day of December 2016.

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL NO. 8,
AFL-CIO

UNITED FOOD AND COMMERCIAL
WORKERS LOCAL NO. 21

By Benita Hyder
Benita Hyder
Union Representative

By Todd Crosby
Todd Crosby
President

OPEIU Local 8 / UFCW 21

COVID-19 Vaccination Mandate
Letter of Understanding

Tentative Agreement – Subject to Ratification with UFCW 21 Eboard

October 8, 2021

UFCW Local 21, hereinafter referred to as the “Employer,” and the OPEIU Office and Professional Employees International Union Local 8, hereinafter referred to as the “Union,” agree to the following terms and conditions as the Employer implements a Vaccination Mandate:

1. All bargaining unit employees will comply with the requirement to receive a COVID-19 vaccine by December 1, 2021. UFCW 21 will comply with the law regarding medical and religious exemptions.
2. As of December 2, 2021, all staff at that time who provide proof of vaccination against COVID-19 will receive a \$500 bonus.
3. Any employee experiencing side effects after receiving the vaccine doses including the booster vaccine shall have up to two (2) days paid administrative leave to recover. Employees will not be required to provide verification of side effects and the Employer understands that side effects differ in severity and specificity.
4. Should any recognized holiday(s) occur while an employee is on COVID 19 Vaccine or Booster related paid administrative leave, the employee shall receive holiday pay.
5. At no time will the Employer directly or indirectly tolerate any form of discrimination and/or intimidation of any kind because of a member exercising their right to request an exemption from receiving the COVID-19 vaccination.
6. UFCW will provide employees, upon request, all of the needed PPE including appropriate masks, gloves, disinfectant wipes.
7. This Letter of Understanding does not alter any portion of the current Collective Bargaining Agreement between the Employer and the Union and sets no precedence.

The Union reserves the right to add to or modify our proposal.

OPEIU Local 8

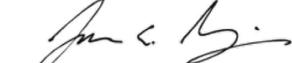


Ida Kovacic,
Union Representative

UFCW 21



Faye Guenther,
President



Joe Mizrahi,
Secretary Treasurer