



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

OCTOBER 29, 2016 THROUGH NOVEMBER 1, 2019

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – UFCW LOCAL 21

TABLE OF CONTENTS

	<u>PAGE</u>
Automation and Education.....	7
Death in the Immediate Family	6
Exhibit "A"	19
Grievance, Arbitration Procedure	15
Health and Welfare, Dental, Prescription Plans.....	10
Hiring and Termination	2
Holidays.....	4
Hours of Work.....	7
Merger	15
Non-Discrimination	12
Paid Time Off (PTO) Sick Leave and Leave of Absence	4
Part-time and Temporary Employees	8
Picket Lines	16
Preamble	1
Recognition of the Union	1
Retirement Plans	11
Seniority.....	3
Separability.....	15
Termination and Renewal.....	18
Union Business.....	17
Union Security	1
Vacation.....	9
Wages	12

COLLECTIVE BARGAINING AGREEMENT

UNITED FOOD AND COMMERCIAL WORKERS LOCAL NO. 21

THIS AGREEMENT is made and entered into on this 29th day of October 2016 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, and in the Silverdale 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 six (6) 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 three (3) 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 six (6) 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 and WFLA. 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 or 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 one (1) hour per week may be made up at any time during the regular work week by all employees in the bargaining unit with the exception of

the receptionist whose time must be made up between the hours of 8:30 a.m. and 5:00 p.m. In no event will an employee exceed 40 hours in any one work week when making up their time. Whenever possible “make-up” time is subject to pre-approval and will be granted based on staffing and/or other needs of the office, however, the one hour per week of “make-up” time may also be accessed in the event of situations where pre-scheduling is not possible such as traffic, appointments that go longer than anticipated, and other unexpected situations or emergencies. “Make-up” time is not subject to the seniority provision of the collective bargaining agreement.

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 on the following basis:

- | | |
|------------------|--|
| One (1) week: | Five (5) working days after six (6) months of continuous service may be granted. |
| Two (2) weeks: | Ten (10) working days after one (1) but less than three (3) years of continuous service, unless the option of five (5) days after six (6) months was taken, in which case only five (5) days would be due. |
| Three (3) weeks: | Fifteen (15) working days after three (3) but less than ten (10) years of continuous service. |
| Four (4) weeks: | Twenty (20) working days after ten (10) but less than fifteen (15) years of continuous service. |
| Five (5) weeks: | Twenty-five (25) working days after fifteen (15) but less than twenty (20) years of continuous service. |

Vacations shall be taken at a time mutually agreeable to the Employer and the employee.

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.

Effective May 2016 hours: \$4.60 per hour plus \$.02 to Retiree H & W
Effective May 2017 hours: \$4.84 per hour plus \$.02 to Retiree H & W
Effective upon Termination of Retiree H & W (expected 1/1/18): \$4.86 per hour
Effective April 2019 hours: Up to a maximum of \$5.10 per hour, if needed.

Section 12.4 Effective May 2016 hours, the Employer shall pay into the Sound Health and Wellness Trust on behalf of all employees in the bargaining unit the sum of four dollars and sixty cents (\$4.60) for all compensable hours up to a maximum of one hundred and sixty (160) hours in a two (2) pay period month and two hundred and forty (240) hours in a three (3) pay period month. Effective May 2017, the Employer shall pay a maximum of four dollars and eighty four cents (\$4.84) per hour. Effective upon termination of Retiree H & W (expected 1/1/18): the Employer shall pay into the Sound Health and Wellness Trust on behalf of all employees in the bargaining unit the sum of four dollars and eighty six cents (\$4.86) per hour. Effective April 2019 hours, the Employer shall pay up to a maximum of five dollars and ten cents (\$5.10) per hour if needed. In the event the Trust requires higher contributions than \$5.10 per compensable hour starting with April 2019 hours thru November 1, 2019, the Employer will contribute the required

amount without a reduction in wages. The Employer will participate in the Sound Health and 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) The Employer shall make contributions on behalf of all eligible employees to the Sound Retirement Trust. Effective January 1, 2011 the contribution rate shall be \$1.41 for all compensable hours up to a maximum of 160 hours in a 2 pay period month and 240 hours in a three (3) pay period month plus supplemental contributions required for deficit reduction and not benefit accrual of \$0.52 per hour for all compensable hours as described above. The parties agree that in the event the required deficit reduction contribution is reduced the Employer contribution of \$0.32 will be reduced first.

The parties further agree that \$0.82 of the contribution is an Employer contribution as the result of a corresponding negotiated reduction in the gross wages paid under this Agreement.

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 supplemental contributions in addition to the base contributions described above of \$.436 per compensable hour effective with January 2017 hours, \$.542 per compensable hour effective with January 2018 hours, \$.648 per compensable hour effective with January 2019 hours. It is recognized and agreed that said supplemental contributions will not result in any pension credit for the covered employees.

The Employer and the Union agree to be bound by the terms and provisions of the Sound Retirement Trust.

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.

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.

New Classification: Membership Services Specialist

Upon Hire 3% above Office Staff Scale

Effective November 4, 2017 1% more (=4% above Office Staff Scale)

Effective November 2, 2018 1% more (=5% above Office Staff Scale)

All other Scales:

2% at Journey Rate of Pay Retro to October 29, 2016

2.75% at Journey Rate of Pay November 4, 2017

2.5% at Journey Rate of Pay November 2, 2018

Section 15.2

Office Staff

Step	10/29/2016	11/4/2017	11/2/2018
1	18.57	18.57	18.57
2	20.10	20.10	20.10
3	20.70	20.70	20.70
4	21.32	21.32	21.32
5	21.96	21.96	21.96
6	22.61	22.61	22.61
7	23.28	23.28	23.28
8	23.97	23.97	23.97
9	24.68	24.68	24.68
Journey	27.37	28.12	28.82
Lead	28.73	29.53	30.26

Membership Services Specialist

Step	10/29/2016	11/4/2017	11/2/2018
1	22.37	22.37	22.37
2	23.15	23.15	23.15
3	23.96	23.96	23.96
4	24.80	24.80	24.80
5	25.67	25.67	25.67
6	26.56	26.56	26.56
7	27.49	27.49	27.49
Journey	28.19	29.24	30.26

Office Assistant

Step	10/29/2016	11/4/2017	11/2/2018
1	15.00	15.25	15.50
2	15.25	15.50	15.75
3	15.50	15.75	16.00
4	15.75	16.00	16.25
5	16.50	16.60	16.75
Journey	18.09	18.59	19.06

Receptionist

Step	10/29/2016	11/4/2017	11/2/2018
1	16.00	16.25	16.50
2	16.25	16.50	16.75
3	17.00	17.50	17.75
4	17.50	17.75	18.00
5	18.00	18.25	18.50
6	18.75	19.00	19.15
7	19.30	19.45	19.60
Journey	21.46	22.05	22.60

Design & Publication Specialist

Step	10/29/2016	11/4/2017	11/2/2018
1	23.00	23.00	23.00
2	24.00	24.00	24.00
3	25.00	25.00	25.00
4	27.00	27.00	27.00
5	29.00	29.00	29.00
6	30.00	30.00	30.00
7	31.00	31.00	31.00
8	32.00	32.00	32.00
9	32.50	32.50	32.50
Journey	36.07	37.06	37.99

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.

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 In the event any grievance involving the interpretation or application of this Agreement should arise between the parties, such grievance shall be adjusted in the following manner:

Step 1 - Oral Submission of Grievance to Supervisor

The employee and the employee's shop steward shall contact the employee's supervisor and attempt to affect a settlement of the dispute. Such oral presentation shall be made within thirty (30) calendar days following the event which gave rise to the grievance. The supervisor shall, within seven (7) working days thereafter, provide the employee with the answer to the grievance.

Step 2 - Written Submission of Grievance to Employer Representative

If the employee is not satisfied with the decision made in Step 1, the Union Representative may, within fifteen (15) working days following the answer, submit the grievance in writing to the Employer Representative or designee, who will meet with the employee, shop steward and the Union Representative within seven (7) days to settle the grievance. The Employer Representative, or designee, shall reply in writing to the Union within seven (7) working days of the meeting.

Step 3 - Arbitration

If the grievance is not settled on the basis of the foregoing procedure, either the Employer or the Union may submit the issue to arbitration within ten (10) working days following receipt of the reply from the Employer Representative, or designated representative, and the Union Representative. If the Employer and the Union fail to agree on an arbitrator, a list of seven (7) arbitrators shall be requested from the Federal Mediation and Conciliation Service (FMCS). The parties shall thereupon alternate in striking a name from the panel until one (1) name remains. The person whose name remains shall be the arbitrator. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. Each party shall bear one-half (1/2) of the fee of the arbitrator. All other expenses shall be borne by the party incurring them. The Employer and the Union agree to make available to the other such pertinent data as each may deem necessary for the examination of all circumstances surrounding a grievance. The arbitrator shall be empowered to effect compliance with this provision by requiring the production of documents and other evidence.

Section 18.2 Failure of either party to meet the time limits imposed in this Article shall result in favor of the other party. Time limits may be waived or extended by mutual agreement.

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

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

ARTICLE 22

TERMINATION AND RENEWAL

This Agreement shall be in full force and effect until November 1, 2019 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 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

By Suzanne Mode
Suzanne Mode, Business Manager

By Julie Buckhanan
Julie Buckhanan, Bargaining Committee

By Marquita Johnson
Marquita Johnson, Bargaining Committee

By Kathleen J. McCann
Kathleen J. McCann, Bargaining Committee

EXHIBIT "A"



Office and Professional
 Employees International Union
 Local 8
 AFL-CIO

2800 First Avenue #304
 Seattle, WA 98121

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

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.

<p>Last Name _____ First Name _____ MI _____</p> <p>Street Name and Number _____</p> <p>City _____ State _____ Zip _____</p> <p>Home/Cell Phone Number _____</p> <p>Home Email Address _____</p> <p>Birthdate (month/day/year) _____</p> <p>Employer _____ ID # _____</p>	<p>Date Employed ____ / ____ / ____</p> <p>Employment Status:</p> <p><input type="checkbox"/> Full Time</p> <p><input type="checkbox"/> Part Time</p> <p><input type="checkbox"/> Temporary</p> <p>Hourly Wage \$ _____</p> <p>Job Title: _____</p> <p>Are you a previous member of OPEIU?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(If yes, please fill out the back of your withdrawal card and return it with this form.)</p>
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Welcome to Office and Professional Employees International Union Local 8, the labor union that represents bargaining unit employees at your place of work.

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 on line at **www.opeiu8.org**. It contains many important written protections of your job, your wages and your benefits.

PAYROLL DEDUCTION AUTHORIZATION

Upon receipt of this authorization, I hereby request and authorize my Employer to deduct from my wages or salary such sums as the Union may certify as due for payment of monthly dues, initiation fees or work permit fees or any other fees that may be due and owing. I authorize and direct you to remit this amount to the OPEIU Local 8 Union at such time and in such manner as agreed upon between the Union and the Employer. This payroll deduction authorization shall remain in effect for a period of one year and for each year thereafter unless written notice is given by me to my employer and the Union to discontinue this authorization. This authorization is made pursuant to the provisions of Section 302(C) of the Labor Management Relations Act of 1947, and otherwise.

Union dues are not deductible as charitable contributions for federal income tax purposes.

Signature: _____ **Date:** _____

Print Name: _____



WELCOME

LETTER OF UNDERSTANDING #2

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:

Section 9.2(b) Make-up time not exceeding three (3) 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 three 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.

Any consideration shall be non-precedent setting. It is understood and mutually agreed that this provision is on a trial basis and shall run from date of ratification of the current contract through the current contract expiration (November 1, 2019), unless otherwise mutually agreed to extend.

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

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

By Benita Hyder
Benita Hyder
Union Representative

UNITED FOOD AND COMMERCIAL
WORKERS LOCAL NO. 21

By Todd Crosby
Todd Crosby
President