



ILWU Local 23

Wage & Working Agreement

7/2/17 – 7/2/22

United Food & Commercial Workers Local No. 367
6403 Lakewood Drive W., Tacoma, WA 98467
1-(253) 589-0367 OR 1-(800) 562-3645

ILWU Local 23

Article 1 – Recognition of the Union.....	1
Article 2 – Union Security	1
Article 3 – Union Business	2
Article 4 – Hiring and Termination	2
Article 5 – Seniority.....	3
Article 6 – Holidays.....	4
Article 7 – Leave.....	4
Article 8 – Definitions	5
Article 9 – Automation	5
Article 10 – Hours of Work	6
Article 11 – Vacation.....	7
Article 12 – Health and Welfare	7
Article 13 – Payroll Deduction	9
Article 14 – Salary Schedule.....	9
Article 15 – Pension.....	10
Article 16 – Non-Discrimination	11
Article 17 – Separability	11
Article 18 – Successors.....	11
Article 19 – Arbitration.....	12
Article 20 – Picket Lines.....	13
Article 21 – Leave of Absence.....	13
Article 22 – Termination and Renewal	15
LOU – Retirees Health and Welfare	16
LOU – 401k	17
LOU – Vacation.....	18
LOU – Training Hours.....	19
LOU – Article 14 Salary Schedule	20
Retirement Trust Preferred Schedule.....	21

7/2/17 - 7/2/2022

ILWU LOCAL NO. 23

WAGE AND WORKING AGREEMENT

This agreement is made and entered into at Tacoma, Washington, by and between ILWU Local No. 23 hereinafter referred to as the EMPLOYER and United Food and Commercial Workers Union Local No. 367, chartered by the United Food and Commercial Workers International Union AFL-CIO, CLC, hereinafter referred to as the UNION for the purpose of fixing the minimum 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 concerning 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

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, staff assistants and organizers, joint dispatchers, and supervisors, as defined by the Labor Management Relations Act.

ARTICLE 2

Union Security

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.

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 the employment become and remain members of the Union in good standing.

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.

- 4.6 Change of administration is not cause for termination under this Agreement.
- 4.7 Promotions. Promotions, open positions or vacancies shall be offered in order of seniority to current secretaries, provided qualifications and performance reviews conducted by the Trustees are equal, before hiring from outside the office. In the event two (2) or more employees have the same relative qualifications and reviews, the employee with the greatest seniority shall be selected.
- 4.7.1 An employee promoted to a higher position shall, at the minimum, be placed at the same increment step in the new position as held by the employee in his or her former position and shall receive such pay rate immediately. All employees so promoted shall be placed on the higher rated job for a probationary period of thirty (30) days. In the event the employee does not successfully pass the probationary period, such employee shall be given his or her former position without any loss of seniority or pay.
- 4.7.2 Promotions to office manager and supervisor classifications shall be at the Employer's discretion and exempt from the seniority provisions of this Section; however, the promoted employee shall retain full seniority rights outlined in Article 5, Seniority.
- 4.8 At no time shall office employees employed by ILWU Local 23 be related to, married to or romantically involved with any officer or elected person of ILWU Local 23.
- 4.8.1 Any violation of Section 4.8 shall result in immediate termination of said employee.

ARTICLE 5

Seniority

- 5.1 Seniority shall be calculated from the last date of hire. Seniority shall prevail in layoffs, reduction of hours, rehires, transfers, vacation preference, shift changes, promotions and work assignments; providing the senior employee has the qualifications for the position. Seniority, during layoff, shall continue for a period of twelve (12) months. For rehire, the employee must contact the Employer's office, once a month, advising Employer of availability of work.
- 5.2 An employee shall lose his or her seniority rights for any one (1) of the following reasons: Voluntary termination, discharge for cause, or failure to report from layoff within five (5) working days after notification to report back to work, unless otherwise agreed on by Employer and employee. Notice shall be sent by registered mail, return receipt requested, to the employee's last known address.
- 5.3 The Employer, upon rehiring, shall do so in the inverse order of seniority. The Employer shall rehire the last employee laid off; providing, however, that such employee has the qualifications for the position for which the Employer is rehiring. Under no circumstances shall the Employer hire from the open market while employees on the recall list, qualified to perform the duties of the position, are ready, willing and able to be re-employed. The last employee laid

credited to the employee's Sick Leave Reserve Account. Sick leave benefits credited to the Reserve Account may only be used after an employee has exhausted all sick leave benefits credited to the Regular Sick Leave Account.

7.1.3 Sick leave shall be approved by the Employer for the following purposes: Medical, dental, optical examination and/or treatment, and surgery, illness and convalescence.

7.1.4 Upon termination, an employee shall be paid for twenty percent (20%) of his or her unused sick leave accumulation of the employee's Regular Sick Leave Account.

7.2 Bereavement Leave - Any regular employee suffering a death in the immediate family shall be allowed up to five (5) working days leave from work. Member of the immediate family is defined as: father, mother, sister, brother, spouse, son, daughter, stepchildren, spouse equivalent, grandparents, mother-in-law, father-in-law. It is agreed that the employees may use sick leave hours to pay for this leave.

ARTICLE 8

Definitions

8.1 A regular full-time employee is an employee who has been in the employ of the Employer full-time for a period of over thirty (30) calendar days and shall be entitled to full benefits under the terms of the Agreement accrued from the date of employment.

8.2 A regular part-time employee is an employee who works less than the regular seven (7) hour day and/or less than a five (5) day workweek and who has been in the employ of the Employer for a period of over sixty (60) calendar days. Part-time employees shall be eligible for all fringe benefits on the same basis as a regular full-time employee, prorated, based on the number of hours worked per month.

8.3 The Employer agrees that temporary/on-call employees shall not be hired for the purpose of displacing regular full-time employees or avoiding filling full-time or regular part-time positions. Bargaining unit employees shall have first right of refusal of overtime work.

ARTICLE 9

Automation

9.1 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.

ARTICLE 11
Vacation

11.1 Vacation with pay shall be granted to employees working 1000 hours or more in their anniversary year on the following basis.

<u>Length of Employment</u>	<u>Vacation</u>
After 1 year's service	Five (5) days
After 2 years' service	Ten (10) days
After 8 years' service	Fifteen (15) days
After 15 years' service	Twenty (20) days
After 20 years' service	Twenty-five (25) days
After 25 years' service	Thirty (30) days

11.2 A day will be based upon the average number of hours worked per day during the previous year.

11.3 Vacation time earned shall not be cumulative; cash may be paid in lieu of time off if mutually agreeable. Upon termination, pro-rated vacation shall be paid.

11.4 Vacations shall be taken at a time mutually agreeable to the Employer and the employee. The employer shall make available the vacation schedule by April 1 of each year and shall make vacation time available at reasonable times every year. The Employer shall act on vacation requests within five (5) working days of the request.

11.5 Senior employees shall be given preference in the selection of vacation periods. An employee who splits his or her vacation may exercise seniority rights for the initial vacation period; however, subsequent selection shall be made after all employees have made their initial selection.

11.6 Vacation pay shall be paid in advance of the employee's vacation if requested by the employee.

ARTICLE 12
Health and Welfare

12.1 Each Employer and the Union agrees to be bound by the terms and provisions of that certain Trust Agreement creating the Sound Health & Wellness Trust (formerly Retail Clerks Welfare Trust), initially executed June 18, 1957, and all subsequent revisions or amendments thereto, including the revision of January 25, 1990. Each Employer accepts as his representatives for the purpose of this Trust Fund, the Employer Trustees serving on the Board of Trustees of said Trust Fund and their duly appointed successors.

ARTICLE 13
Payroll Deduction

13.1 Payroll deduction shall be allowed if mutually agreed to by the employee and the Employer. Any change in payroll deduction, once started, shall be mutually agreed to by both parties.

ARTICLE 14
Salary Schedule

14.1 The following shall establish the hourly rate for all employees.

LEAD SECRETARY

	<u>7/1/17</u>	<u>7/1/18</u>	<u>7/1/19</u>	<u>7/1/20</u>	<u>7/1/21</u>
0-1000	\$29.97	\$31.22	\$32.22	\$33.22	\$34.22
1001-2000	\$32.15	\$33.40	\$34.40	\$35.40	\$36.40
2001-3000	\$34.54	\$35.79	\$36.79	\$37.79	\$38.79
Thereafter	\$45.23	\$46.48	\$47.48	\$48.48	\$49.48

It is agreed that the Lead Secretary rate of pay shall not, at any time, be more than \$2.55 behind the Skill III Longshore rate of pay.

ASSISTANT SECRETARY

	<u>7/1/17</u>	<u>7/1/18</u>	<u>7/1/19</u>	<u>7/1/20</u>	<u>7/1/21</u>
0-1000	\$29.78	\$31.03	\$32.03	\$33.03	\$34.03
1001-2000	\$31.14	\$32.39	\$33.39	\$34.39	\$35.39
2001-3000	\$32.60	\$33.85	\$34.85	\$35.85	\$36.85
Thereafter	\$40.68	\$41.93	\$42.93	\$43.93	\$44.93

There will be one assistant who has reached twelve years of service that will receive the assistant rate plus one dollar (\$1.00) as follows:

Effective 7/1/17	\$41.68
Effective 7/1/18	\$42.93
Effective 7/1/19	\$43.93
Effective 7/1/20	\$44.93
Effective 7/1/21	\$45.93

Employees who are taken from a lower classification job and assigned to a higher classification job shall be paid the rate of pay of the higher classification job for all hours worked in the higher classification.

days after the end of the accounting period.

15.6 The provisions of Section 19 of this Agreement shall, in no way, apply to or affect the Employer's obligation to pay contributions to this Trust Fund.

15.7 The Trustees of the Pension Trust are authorized and directed to make all contribution rate changes and benefit plan changes as provided in the attached "Appendix A, table 3."

15.8 The Employer agrees to contribute the necessary hourly contributions determined by the Sound Retirement Trust for the life of the agreement.

15.9 The Parties agree, should the pension emerge from a critical status prior to the expiration of this agreement, to meet to discuss the pension contribution rates.

ARTICLE 16 **Non-Discrimination**

16.1 The Employer agrees to not discriminate against an employee because of his/her activity as a member of the Union.

16.2 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 or age.

16.3 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 in the bargaining unit.

ARTICLE 17 **Separability**

17.1 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 decree, 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 **Successors**

18.1 In the event the Employer shall, by merger, consolidation, sale of assets, lease, franchise, or by any other means, enter into an agreement with another firm or individual which, in whole or in part, affects the existing appropriate collective bargaining unit, then such successor firm or

courts to compel the other to submit to arbitration.

19.6 Employees covered by this Agreement must go through the procedure set forth herein before going to any outside source or their right for arbitration will be forfeited.

ARTICLE 20
Picket Lines

20.1 It is further understood and agreed that refusal by an employee covered by this Agreement, to go through a bona fide picket line, shall not constitute a violation of this Agreement, nor shall such refusal by an employee be cause for discharge or disciplinary action of any kind.

ARTICLE 21
Leave of Absence

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

21.1.1 Bona fide illness or non-occupational injury which requires absence from work in excess of fourteen (14) calendar days.

21.1.2 Pregnancy.

21.1.3 Serious illness or injury in the employee's immediate family.

21.1.4 A doctor's certificate verifying the absence must be furnished if requested by the Employer.

21.2 Leaves for personal reasons may be granted at the sole discretion of the Employer to employees regardless of length of service.

21.2.1 Union stewards may be granted up to two (2) unpaid days off per calendar year to attend Union functions. Only one (1) shop steward per store location may be granted this time off.

21.3 Any request for a leave of absence under the terms of Sections 21.1 and 21.2 shall be in writing and state the following information:

21.3.1 Reason for such request;

21.3.2 Date leave is to begin; and,

21.3.3 Date of return to work.


21.4 Any leave of absence, with the exception of Section 21.1.3 and 21.5, may run to a


ARTICLE 22
Termination and Renewal

22.1 This Agreement shall be in full force and effect from July 2, 2017, until July 2, 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 provision of this Agreement, any other provision to the contrary notwithstanding.


ILWU LOCAL 23
1306 Alexander Avenue E
Fife, WA 98424

UFCW UNION LOCAL NO. 367
6403 Lakewood Drive W
Tacoma, WA 98467

By  2-7-18
Dean McGrath (Date)

By  1/31/18
Denise Jagielo (Date)

By  2-7-18
Eric Sowers (Date)

By  2-8-18
Kyle Copeland (Date)

By  2-16-18
Joe Lefebvre (Date)

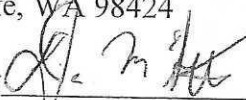
By  2-12-18
Dan Witker (Date)

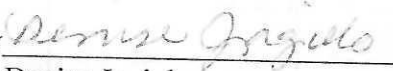
Letter of Understanding - 401k


It is agreed that Lead Secretary and Assistant Secretary will participate in the 401k plan on same terms and conditions as ILWU Local 23.


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By  2-7-18
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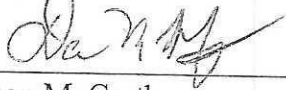
By  2-12-18
Dan Witker (Date)

Letter of Understanding
Training Hours

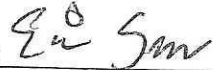
Eighty (80) hours of training per year will be paid out at the lead rate of pay for the assistant training to back up the lead position.


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By  2-7-18
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By  2-7-18
Eric Sowers (Date)

By  2-8-18
Kyle Copeland (Date)

By  2/16/18
Joe Lefebvre (Date)

By  2-12-18
Dan Witker (Date)

Appendix A Employer Bargaining Agreements covering only Sound Retirement Trust Preferred Schedule

This is the Preferred Schedule for Employers that have bargaining agreements with an obligation to contribute to the Sound Retirement Trust. This Appendix applies to stores in bargaining agreement areas (e.g., Spokane) in which both the grocery and meat department employees (if any) have historically participated in the Sound Retirement Trust (that is bargaining agreements where the meat department employees were NOT covered under the former Washington Meat Industry Pension Trust).

This Preferred Schedule will apply to participating Employers and Unions that have adopted it as follows:

For bargaining agreements that expired on or after January 1, 2011, and prior to May 1, 2013, or which adopted this Schedule during that period, the Preferred Schedule requires the additional employer supplemental contribution rates set for in Table 1 below.

Effective:	
January Hours 2011	\$.05
January Hours 2012	\$.10
January Hours 2013	\$.15
January Hours 2014	\$.20
January Hours 2015	\$.25
January Hours 2016	\$.30
January Hours 2017	\$.35
January Hours 2018	\$.40
January Hours 2019	\$.45
January Hours 2020	\$.50
January Hours 2021	\$.55
January Hours 2022	\$.60
January Hours 2023	\$.65