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1/1/22 - 12/31/24

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA LOCAL 252
WAGE AND WORKING AGREEMENT

This Agreement, mutually made and entered into by and between Laborers' International Union of North America Local 252 located at 4803 South M Street, Tacoma, hereinafter called the "EMPLOYER" and the United Food and Commercial Workers Union Local No. 367 of Tacoma, Washington, chartered by the United Food and Commercial Workers International Union, CLC, hereinafter called the "UNION".

PREAMBLE

Whereas the parties hereto desire to cooperate in establishing conditions which will tend to serve to the employees concerned a living wage and fair and reasonable conditions of employment and to provide methods of 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:

SECTION 1
Recognition of the Union

1.1 The Employer agrees to recognize and hereby does recognize the Union as collective bargaining agent with respect to rates of pay, hours, and all other terms and conditions of employment for 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 assistant organizers and supervisors.

SECTION 2
Union Security

2.1 Pursuant to and in conformance with Section 8(a)3 of the LABOR MANAGEMENT RELATIONS ACT of 1947 as amended, it shall be a condition of employment that all employees covered by this Agreement who are members remain members in good standing, and those who are not members on the effective date of this Agreement, shall, on the thirtieth (30th) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union. For the purpose of this Article, the execution date of this Agreement shall be considered as its effective date.

2.1.1 The tendering of the initiation fee and periodic dues uniformly required as a condition of continued membership shall constitute good standing in the Union for the purpose of this Article.

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

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

2.2.2 Upon receipt of a letter requesting termination of an employee who has not complied with Article 2 of the Agreement, the Employer shall (on the same date, if the employee is working on that date) immediately notify such employee that if they have not complied with the Union membership requirements of Article 2 of the Agreement prior to the end of their next regular shift, their employment shall automatically be terminated.

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

2.2.4 Whenever the Union requires the discharge of any employee in connection with the Union security clause of this contract, the Union shall hold the Employer harmless and shall indemnify the Employer against loss, as a result of relying upon the direction of the Union in terminating any employee. The Employer agrees that when the Union notifies the Employer within three (3) days of the original notice, that the reason for the termination was a bona fide clerical error, the Employer will reinstate the employee to their former position on the next weekly schedule.

2.3 The Employer agrees to furnish the Union with a monthly list of employees hired and/or terminated, or in lieu of such a list to deliver to each employee a notice outlining the provisions of the foregoing paragraph of this Article 2. If the Employer chooses to furnish a list of employees, each month, such a list shall be prepared to show new hires and terminations separately and to designate the employee's last and first name, middle initial, home address, telephone number, and date of employment or termination. If the Employer chooses to deliver to each employee notice as referred to above, they shall be furnished a supply of such notices by the Union and postage prepared envelopes. The original of any such notice shall be delivered to the Union and the first copy to the employee not later than thirty (30) days following the date of employment.

2.4 No employee shall be disciplined or discharged except for just cause. The Employer shall

be the judge of the competency and qualifications of their employees and shall make such judgment fairly. The Employer's judgment is subject to review by an Arbitrator.

2.4.1 There exists one (1) 60-calendar day probationary period for new employees. If an employee is terminated during this probationary period, such terminations are not subject to Article 17 of this Agreement.

2.5 No employee shall be discharged or discriminated against for any lawful Union activity, including performing service on a Union Committee outside of business hours or for reporting to the Union the violation of any provisions of the Labor Agreement, providing such activities shall not interfere with the normal performance of the employee's work.

2.6 The Employer agrees that it will not require any employee or prospective employee to take a polygraph (lie detector) test as a condition of employment or continued employment.

2.7 The Employer agrees to deduct Union dues and initiation fees from the wages of the employees in the bargaining unit who provide the Employer with a voluntary written authorization which shall be irrevocable for a period of not more than one (1) year or beyond the termination date of the Agreement, whichever occurs sooner. The deduction of the Union dues shall be made on a monthly basis and shall be forwarded to the Union within ten (10) days after such deduction is made. In the event no wages are due to the employee or are insufficient to cover the required deduction, the deduction for such month shall be made in the succeeding month and forwarded to the Union. The Union agrees to provide the Employer with thirty (30) days' notice of a change in any employee's monthly dues amount.

SECTION 3 **Hiring and Termination**

3.1 It is further agreed that the Employer has the final choice as to whom they hire and shall notify the Union within five (5) working days of hire of a new employee.

3.2 Regular full-time and regular part-time employees shall be hired on a probationary period for the first sixty (60) working days. Termination or discipline during the period will not be subject to review by the Union.

3.3 Termination notice or pay in lieu thereof (except terminations for just cause or quits without notice) shall be as follows:

3.3.1 One year to two years - one week's notice or one week's pay.

3.3.2 Two years or more - two weeks' notice or two weeks' pay.

SECTION 4
Holidays

4.1 The following shall be considered paid holidays for all employees:

New Year's Day
Memorial Day (Last Monday in May)
Independence Day
Labor Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Day

4.2 After one (1) year of employment, the employee will be eligible for four (4) personal holidays. After six (6) months of employment, the employee will be eligible to take one (1) of the four (4) personal holidays.

Any holiday which falls on a Sunday shall be observed on the following Monday. This may include pay for day(s) (other than a holiday) the office is closed when approved by the Employer. Any language in this Section shall not be construed to add compensation greater than the employee's regular workweek.

SECTION 5
Leave

5.1 Sick leave with pay shall be granted on the basis of one day for each month of continuous service cumulative to forty-five (45) working days. No sick leave shall be accredited to an employee until such employee has been in the employ of the Employer for a period of ninety (90) days. After ninety (90) days, sick leave shall be calculated from the date of hire. Up to thirty (30) days of accrued sick leave is payable at the time of termination, except terminations for cause or quits without two weeks' notice.

5.2 Sick leave shall be approved by the Employer for the following purposes: medical, dental, optical examination and/or treatment, surgery, or illness for employees and their immediate family only. Immediate family to be defined as spouse and children (except where applicable state law supersedes).

SECTION 6
Jury Duty Pay

6.1 After the first year of employment, employees who are regularly employed who are called for service on a jury 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, up to a limit of eight (8) hours a

day and forty (40) hours per week; provided, however, an employee called for jury duty who is temporarily excused from attendance at Court must report to work if sufficient time remains after such excuse to permit them to report to employee's place of work. In order to be eligible for such payment, the employee must furnish a written statement from the appropriate public official showing the day and time served and the amount of jury duty pay received.

SECTION 7 **Hours Worked**

7.1 The regular hours of work shall not exceed eight (8) hours in any one day to be worked between 7:00 a.m. to 5:00 p.m. forty (40) hours in any one week.

7.2 All time worked in excess of eight (8) hours in any one day, or more than forty (40) hours in any one week, shall be paid for at time and one-half (1/2) the regular hourly rate of pay.

7.3 All time worked on Sundays or holidays as designated by this agreement shall be paid at the rate of double time (2).

7.4 The lunch period shall be at least one-half (1/2) hour but not more than one hour. No employee shall work more than five (5) consecutive hours without a lunch period.

SECTION 8 **Vacation**

8.1 Vacation with pay shall be given employees on the following basis: One (1) weeks' vacation after one (1) years' service; two (2) weeks' vacation after two (2) years' service; three (3) weeks' after six (6) years' service; four (4) weeks' after ten (10) years' service and five (5) weeks' vacation after twelve (12) years' service. After 20 years' of service, employees will receive (1) additional day of vacation for each completed year worked. Vacation shall be taken at a time mutually agreeable by the Employer and the employee. Vacation time shall not be cumulative.

8.2 If after one or more years' service the employee's services are terminated, they shall be paid for vacation time earned, but not used, on a prorated basis of one (1) day for each five (5) weeks worked of which vacation time has not been paid or awarded. Employees eligible for three (3) weeks' vacation at the time of termination shall receive one (1) days' vacation for each three and one-half (3-1/2) weeks worked for which vacation time has not been paid or awarded. Employees eligible for four (4) weeks' vacation at the time of termination shall receive one (1) days' vacation for each two and one-half (2-1/2) weeks worked for which vacation time has not been paid or awarded. Employees eligible for five (5) weeks' vacation at the time of termination shall receive one (1) days' vacation for each two (2) weeks worked for which vacation time has not been paid or awarded. Employees must give two weeks' notice of termination to be eligible for prorated vacation benefits. Employees who are terminated for cause shall not be eligible for any prorated vacation pay.

8.3 After two years of service, up to two (2) weeks of vacation may be cashed out if not used by the last pay period of the year. These hours shall not be considered compensable hours.

8.4 The employer will continue its practice of replenishing vacation on January 1st of every year.

SECTION 9
Health and Welfare

9.1 Each Employer and the Union agrees to be bound by the terms and provisions of that certain Trust Agreement creating the Sound Health and Wellness Trust (formerly Retail Clerks Welfare Trust), initially executed June 18, 1957, and all subsequent revisions or amendments thereto. Each Employer accepts as their 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. Each Employer and the Union also agree to be bound by the terms of the parties' Health & Welfare and Pension Agreement.

9.2 The Employers party to this Agreement shall continue to pay on a per compensable hour basis (maximum of one hundred and seventy-three (173) hours per calendar month per employee) into the Sound Health and Wellness Trust for the purpose of providing the employees with hospital, medical, surgical, vision, group life, accidental death and dismemberment, weekly indemnity benefits and dental benefits in accordance with the contribution rates and related provisions established by the separate Health and Welfare Agreement between Allied Employers, Inc., and various Local Unions dated April 1, 1977, and as subsequently amended.

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

9.4 The contribution referred to shall be computed monthly and the total amount due for each calendar month shall be remitted in a lump sum not later than twenty (20) days after the last day of the month in which the contributions were earned.

9.4.1 Notwithstanding the foregoing Section, the Board of Trustees of the Sound Health and Wellness Trust shall have the authority to establish and enforce a method for reporting contributions on an accounting period basis, rather than a calendar month basis. In such a case, the one hundred and seventy-three (173) hour maximum shall be appropriately adjusted, as directed by the Trustees, provided that in no event shall the Employer's total obligation be different than what it would have been on a calendar month basis. Further, the total contributions due for each approved accounting period shall be remitted in a lump sum not later than twenty (20) days after the end of the accounting period.

9.5 The term "compensable hour" shall mean any hour for which an employee receives any

compensation required by this Agreement.

9.6 The Employer agrees to pay the cost of maintaining (MOB) the current health and welfare plans for the life of the agreement. The Employer's hourly contribution rates are listed below.

9.6.1 Effective with October 1, 2019 ("Effective Date") hours, the Employer's current contribution rate(s) shall be reduced by twenty-one cents per hour except that, effective for hours upon notice by the Sound Health and Wellness Trust, the Employer's contribution rate shall further decrease on a temporary basis in order to allow for an increase in the Employer contribution rate to Sound Retirement Trust under Section 10.

9.6.2 Additionally, beginning with the month following notice from the Trustees of the Health and Wellness Trust that a temporary reduction in the Employer's contribution rate is authorized, the amount of such reduction shall be added as a monthly employer contribution to the Sound Retirement Trust on behalf of all eligible employees as described in Section 10. These amounts are in addition to the Employer contributions required under Section 10. The payment of such reduced contributions shall continue until the earlier of the thirteenth month following the effective date of the reduction or when the Trustees determine, in their sole discretion, that the employer's share of surplus assets in the Health and Wellness is reduced to or anticipated to be reduced to zero. The Health and Wellness Trust shall provide notice of such determination. However, in no event shall the Employer's contribution rate to the Health Trust be reduced below \$4.65 per hour if the Trust excess assets (above the required reserves) are anticipated to fall below 2 ½ months of excess reserves before such date.

9.6.3 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 initial hourly rate before the temporary decrease and up to a maximum rate of \$5.19 that is anticipated to result in an excess reserve of \$52 million by April 30, 2022. Each recalculated rate shall become effective for the Employer as of the effective date determined by the Trustees and the Employer shall pay the recalculated rate as of such effective date.

9.6.4 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 a 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 employees to the Variable Annuity Plan.

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

9.7 The employees shall continue to pay the weekly co-pays for the duration of the agreement.

SECTION 10 **Retirement Program**

10.1 The Employer and the Union agree to be bound by the terms of the Trust Agreement which created the Sound Retirement Trust formerly known as the Retail Clerks Pension Trust as initially executed on January 13, 1966, by all subsequent revisions or amendments thereto, and by all policies and other conditions of participation and eligibility, which may be established from time to time by the Trust's Plan Document, Summary Plan Description, and other pertinent rules, regulations, and Trustee actions. The Employer accepts the Employer Trustee members of the Board of Trustees, and their duly appointed successors, as its representatives for purposes of managing the Trust. The Union accepts the Labor Organization Trustee members of the Board of Trustees, and their duly appointed successors, as its representatives for the purpose of managing the Trust.

10.2 All contributions shall be paid on compensable hours with a maximum of one hundred seventy-three (173) hours per calendar month per employee.

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

10.4 The contribution referred to shall be computed monthly and the total amount due for each calendar month shall be remitted in a lump sum not later than twenty (20) days after the last day of the month in which the contributions were earned.

10.5 Notwithstanding the foregoing Section, the Board of Trustees of the Retail Clerks Pension Trust shall have the authority to establish and enforce a method for reporting contributions on an accounting period basis, rather than a calendar month basis. In such a case, the one hundred and seventy-three (173) hour maximum shall be appropriately adjusted as directed by the Trustees, provided that in no event shall the Employer's total obligation be different than what it would have been on a calendar basis. Further, the total contributions due for each approved accounting period shall be remitted in a lump sum not later than twenty (20) days after the end of the accounting period.

10.6 The provisions of the Grievance Procedure language set forth in this Agreement shall, in no way, apply to or affect the Employer's obligation to pay contributions to this Trust Fund.

10.7 The Employer and the Union agree to be bound by the Health and Welfare and Pension Labor Agreement, effective May 6, 2007, by and between Allied Employers, Inc., and UFCW Union Locals 21, 367, 1439, UFCW International (AFL-CLC), and Teamsters Union Local 38, and by all subsequent revisions or amendments thereto.

10.7.1 The Employer shall pay into the Sound Retirement Trust in accordance with this Section 10.6 Until the effective date of the new future service defined benefit variable plan under Section 10.7, the Employer will continue to make contributions to the Sound

Retirement Trust as described in this Article 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.

10.7.2 The parties hereby adopt the Preferred Schedule under the Rehabilitation Plan of the Sound Retirement Trust under Appendix A as revised December 2019 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 applicable Schedule and the Employer shall contribute in accordance with such Schedule.

10.7.3 Upon the effective date of the new future service defined benefit variable plan under Section 10.7 future benefit accruals under the SRT will cease and the SRT plan will be frozen; as a result, the funding of 125% of the employer's base contribution 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 this adjusted base contribution under this Section.

10.7.4 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.

10.7.5 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 currently 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.

10.7.6 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.

10.7.7 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.

10.7.8 In part in order to ensure the prudent funding of the Sound Retirement Trust, the Employers, in total, agree to redirect Health & Welfare trust contributions up to the total amount of \$100 million to the SRT commencing with January 2020 hours.

10.7.9 The parties will cooperate in seeking approval by the relevant parties for this global solution for accelerated funding of the unfunded liabilities of the SRT, including the SRT Board of Trustees, the PBGC, and the UFCW Consolidated Fund Board of Trustees. (Subject to a final agreement on the details of any Kroger transaction.)

10.7.10 The parties agree to request that the Actuaries for the SRT review and update, as they determine is appropriate, the current withdrawal liability methods used by the Fund.

10.7.11 This agreement is contingent on the bargaining parties reaching an overall collective bargaining agreement, including an agreement between the Employer and the Union for a new future service defined benefit variable plan for all current employees affected by this transfer.

10.8 Variable Annuity Plan. As of the effective date of the new future service 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.

10.8.1 The Employer will contribute Sixty-Nine cents (\$0.690) for each eligible active participant to the VAP, commencing with the VAP effective date. Salary shall be gross wages per payroll period. 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. Contributions shall be remitted monthly, in the same manner as they have been made to the SRT.

10.8.2 In addition, the Employer will contribute three cents (\$.03) per hour for each eligible active participant to the VAP, commencing with the effective date of the VAP through the end of the initial first full Plan Year.

10.8.3 The benefit accrual under the VAP will be periodically reviewed (but at least every three (3) 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.

10.8.4 The eligibility, rights, and features of the benefit design of the VAP on the effective date 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 earnings 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.

10.8.5 The Employer agrees to promptly provide, on a periodic basis, such salary data for employees intended to be covered by the VAP to allow the actuaries for the parties developing the VAP to determine the benefit accrual rate from the VAP that can be funded with such contributions determined above and in the future as the VAP operates to allow administration of the VAP.

10.8.6 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 9.6.4

10.9 The Employer agrees to cover all bargaining unit employees under the LIUNA Staff and Affiliates Pension Fund as spelled out in the Staff and Affiliates Pension Plan Trust Document and Summary- Plan Description Booklet.

10.10 In consideration of the mutual promises contained herein, the Union and the Employer hereby agree as follows:

1. The Union and the Employer hereby agree to supplement the collective bargaining agreement to provide for wage deferral election contributions by employees covered by the collective bargaining agreement to the Northwest Building Trades 401(k) Savings Plan Trust.
2. The Employer agrees to recognize pre-tax wage deferral elections made by employees covered under the terms of the above-described collective bargaining agreement and to transmit the amounts withheld from such employee's wages on a pre-tax basis as soon as possible and no later than the 5th day of the following month to the bank or other depository designated by the administrator of the Northwest Building Trades 401 (k) Savings Plan Trust.
3. The Employer agrees to provide such information with respect to employees covered by the collective bargaining agreement as may be needed by the administrator of the Northwest Building Trades 401 (k) Savings Plan Trust.

SECTION 11
Salary Schedule

	Effective 1/1/22	Effective 1/1/23	Effective 1/1/24
<u>RECEPTIONIST</u>			
1st 6 months	\$15.50	+ 4%	+4%
2nd 6 months	\$16.15	+ 4%	+4%
3rd 6 months	\$16.88	+ 4%	+4%
Thereafter	\$19.77	+ 4%	+4%
<u>SECRETARY</u>			
1st 6 months	\$19.69	+ 4%	+4%
2nd 6 months	\$20.89	+ 4%	+4%
3rd 6 months	\$23.30	+ 4%	+4%
Thereafter	\$33.28	+ 4%	+4%

Receptionist: The primary duties include but are not limited to answering the telephone, waiting on the counter, and typing.

Secretary: The primary duties include but are not limited to all office functions such as typing, record keeping, bookkeeping, dictation, answering the telephone, and waiting on the counter.

As an option, if agreeable to employee and Employer, incidental overtime may be compensated with time off.

If an employee is designated Office Manager, they shall receive 9.5% per hour over their current hourly rate of pay.

All wages shall be "across the board" so that employees paid above scale will receive the wage increases.

The Employer will continue to pay the weekly premiums per employee to the Sound Health and Wellness Trust for health and welfare benefits.

Effective February 1st, 2021, Laborers' Local 252 will pay an annual stipend of \$540.00 (\$45.00 X 12 months) to its United Food and Commercial Workers 367 represented members for personal cell phone use in connection with Local Union 252 business. This payment will be made the first pay period of every year.

SECTION 12
Separability

12.1 In the event any provisions 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.

SECTION 13
Grievance Procedure

13.1 Any grievance or dispute concerning the application or interpretation of this Agreement must be presented in writing by the aggrieved party to the other party within thirty (30) days from the date of the occurrence giving rise to such grievance or dispute, except in cases of discharge which must be presented within fifteen (15) days; otherwise, such right to protest shall be deemed to have been waived. Such grievances shall be adjusted by the accredited representatives of the Employer and the Union. In the event of the failure of these parties to reach a satisfactory adjustment within twenty-one (21) days from the date the grievance is filed in writing by the aggrieved party, the matter must be referred by the moving party for final adjustment to a Labor Relations Committee consisting of two (2) members from the Employer and two (2) members from the Union. In the event the Labor Relations Committee fails to reach an agreement within seven (7) days from the date a grievance is considered by the Committee, the moving party must within seven (7) days thereafter refer the grievance to arbitration by requesting the Federal Mediation and Conciliation Service to submit a list of eleven (11) names of qualified arbitrators from which the parties shall select the arbitrator. In the event the moving party submits a request for a panel of arbitrators in accordance with the foregoing provisions and the Federal Mediation and Conciliation Service fails to provide such a list within twenty-one (21) days from the date of the request, the parties may mutually select an Arbitrator. If they are unable to agree upon an arbitrator within three (3) working days, the moving party may contact the American Arbitration Association for an alternate panel of arbitrators. The cost of the Arbitrator shall be borne equally by both parties. The Labor Relations Committee and the arbitrator shall have no power to add to, subtract from, or change or modify any provision of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they apply to the specific facts of the issue in dispute. The decision of the Arbitrator shall be final and binding on all parties.

13.2 During the process of making adjustments under the rules and procedures set forth in Section 13.1 above, no strike or lockout shall occur.

13.3 Except as provided in 13.1, grievances shall not be recognized unless presented in writing within thirty (30) days from the date of the occurrence causing the complaint or grievance.

13.3.1 In the event the claim is for additional wages, any such claim shall be limited to wage, if any, accruing within the fifteen (15) day period immediately preceding the date upon which the grievance was filed in writing.

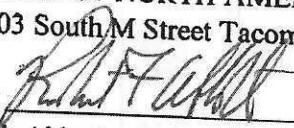
13.4 It is understood that any of the foregoing time limits may be waived by mutual agreement.

13.5 The Employer and the Union shall make available to the other, pertinent data 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 evidence.

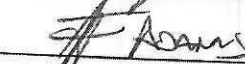
SECTION 14
Termination and Renewal

14.1 This Agreement shall become in full force and effect from and after January 1, 2022 and shall remain in full force and effect until December 31, 2024. This agreement shall continue in effect from year to year thereafter unless either party gives notice, in writing at least sixty (60) days prior to the expiration date, of its desire to terminate or modify such Agreement.

LABORERS' INTERNATIONAL
UNION OF NORTH AMERICA NO. 252
4803 South M Street Tacoma, WA 98402


By 
Bob Abbott

Date 3/30/2022

By 
John Adams

Date 03/14/22

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

By 
Michael Hines, President

Date 2/11/22

Letter of Understanding "Exhibit A"
Preferred Schedule
Rehabilitation Plan of the Sound Retirement Trust

This is the Preferred Schedule for the Sound Retirement Trust Rehabilitation Plan. The Preferred Schedule will apply to participating Employers and Unions that have adopted it, and to the terminated vested members described below.

A. Contribution Rate Increases.

	Laborers' International				
Current CBA Period	1/1/2022 - 12/31/2024				
	Jan-21	Jan-22	Jan-23	Jan-24	Jan-25
Accrual Rate	0.55	0.55	0.55	0.55	0.55
Pre-Rehab Rate	0.10	0.10	0.10	0.10	0.10
Rehab Rate	0.86	1.056	1.192	1.222	1.252
Non-benefit redirect from retiree welfare	0.01	0.01	0.01	0.01	0.01
TOTAL	1.520	1.716	1.852	1.882	1.912

Changes to SRT Contributions and Addition of Sound VAP Contributions

Adoption of the Sound VAP Trust changes the contributions employers pay to both SRT and Sound VAP as follows:

- The employer must continue to make contributions to SRT, including the "base" contribution rate, the pre-rehabilitation supplemental contribution as well as the contributions required under the current SRT rehabilitation plan, including scheduled future increases.
- Since accruals under the SRT are frozen for these employees after the VAP effective date, all of the employer's contributions to SRT will be non-benefit bearing.
- The employer will be paying a contribution to the Sound VAP upon their effective date. The employer has agreed to use the cents per hour method.

However, the employer's contribution to SRT will be reduced by "an offset credit" or reduction which is based on 125% of the current SRT "base" contribution rate for each employee.

With respect to bargaining agreements expiring on or after January 1, 2011, and prior to May 1, 2013, or which adopt a schedule during this period, the Preferred Schedule requires the additional employer supplemental contribution rates set forth in Table 1. With respect to bargaining agreements expiring on or after May 1, 2013, or which adopt a Schedule on or after that date, the Preferred Schedule requires the additional employer supplemental contribution rates set forth in Table 2.

The initial rate increase cannot be made retroactive unless the amount of the increase is greater than the surcharge it replaces. If a bargaining agreement is reopened prior to its scheduled expiration date, the parties may provide for a deferred effective date for the supplemental contributions, provided that in no event shall such supplemental contributions be deferred by more than a total of six months following the adoption of the relevant Schedule.

Effective:	
January Hours 2011	50
January Hours 2012	100
January Hours 2013	150
January Hours 2014	200
January Hours 2015	250
January Hours 2016	300
January Hours 2017	350
January Hours 2018	400
January Hours 2019	450
January Hours 2020	500
January Hours 2021	550
January Hours 2022	600
January Hours 2023	650

Effective:	
N/A	
N/A	
January Hours 2013	150
January Hours 2014	210
January Hours 2015	270
January Hours 2016	330
January Hours 2017	390
January Hours 2018	450
January Hours 2019	510
January Hours 2020	570
January Hours 2021	630
January Hours 2022	690
January Hours 2023	750

The initial one-time investment of \$100,000 is made at the beginning of the first year. The cash flows are as follows:

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Year	Initial Investment	Annual Cash Flow
0	100,000	0
1	0	20,000
2	0	25,000
3	0	30,000
4	0	35,000
5	0	40,000
6	0	45,000
7	0	50,000
8	0	55,000
9	0	60,000
10	0	65,000