

**TACOMA LONGSHOREMEN CREDIT UNION
WAGE AND WORKING AGREEMENT
7/1/20 - 6/30/2023**

This agreement is made and entered into at Tacoma, Washington, by and between Tacoma Longshoremen Credit Union 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, CLC, hereinafter referred to as the UNION.

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 Credit Union 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 Credit Union employees employed by the Employer, excluding elected officers, 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 covered under this agreement, 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.

2.3 The Employer shall notify all employees covered under this agreement on their first day of employment of their responsibility to contact the Local to satisfy their union obligation.

2.4 No present employee who, prior to the date of this Agreement, was receiving more than the rate of wages or vacation designated in this Agreement for the class of work in which the employee was engaged, shall suffer a reduction in the rate of wages or vacations from the application of this Agreement.

ARTICLE 3
Union Business

3.1 The Union Representative shall be allowed admission to the employer's premises covered by this agreement at any reasonable time, for the purpose of investigating conditions related to this agreement. When entering the premises, the Union Representative will first make his/her presence known to the Employer. Union Representatives will not disrupt the business of the Credit Union.

ARTICLE 4
Hiring and Termination

4.1 The Employer will pay incidental charges to the hiring for employees which are incurred due to the requirement of the employer as follows: Bonding and Background Checks.

4.2 It is further agreed that the Employer has the final choice as to whom it hired and shall notify the Union monthly of any new hires. The Employer shall notify the Union in writing monthly of any new employee put to work giving name, address, social security number, classification, rate of pay and the date the employee was put to work.

4.3 Regular full-time and regular part-time employees shall be hired on a probationary period for the first ninety (90) calendar days. Termination or discipline during this period will not be subject to review by the Union.

4.4 No employee shall be disciplined or discharged except for just cause. Upon termination, an employee, upon request, shall receive written notice from the Employer or his agents stating the true cause of termination.

4.5 Termination Notice: Termination notice or pay in lieu thereof, unless for cause, shall be as follows: Tenure: Six months to one year - one week's notice or one week's pay. One year or more - two weeks' notice or two weeks' pay. Employee must give same notice on terminating or forfeit accrued vacation pay and sick pay not to exceed two weeks.

4.6 Change of administration is not cause for termination under this Agreement.

4.7 Promotions: Promotions shall be made on the basis of seniority and qualifications, including relevant skills, abilities, experience and education. In the event two or more employees have the same relative qualifications, 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 and will be restored to their previous pay rate.

ARTICLE 5

Seniority

5.1 Seniority shall be calculated from the last date of hire. Seniority shall prevail in layoffs, reduction of hours, rehires, vacation preference, promotions, providing the senior employee has the same relative 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 from lay-off 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 off from a job will be the first recalled to that job.

ARTICLE 6

Holidays

6.1 The following holidays shall be recognized as paid holidays and shall be granted to all full-time regular employees: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, July 5th, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, Birthday or Personal Floater. Paid compensation day given if holiday falls on a weekend and the office is not closed in observance.

6.2 Holiday pay, for the above-listed holidays, shall be paid based on the average hours worked per week for the preceding eight (8) weeks prior to the holiday. Holiday pay shall be paid at the regular hourly rate of pay. In order to qualify for holiday pay, an employee must work their scheduled day prior to and their scheduled day after the holiday unless excused or due to a bona fide illness or accident. Employees must have worked within ten (10) days prior to or after the holiday to be eligible. However, employees shall still receive holiday pay if they were on vacation during this time period.

6.3 If an employee works on any of the above-listed holidays, in addition to holiday pay, the employee shall receive one and one-half times (1-1/2) their hourly rate of pay for all work performed on the holiday.

6.4 In the event a holiday honored under this Agreement falls during an employee's vacation, such employee shall receive holiday pay in lieu of having to use a vacation day. However, this holiday shall be considered a consecutive day for purposes of satisfying 11.4.1.

ARTICLE 7

Leave

7.1 Sick Leave: Sick leave with pay shall be accrued on the basis of one day for each month of continuous service cumulative to twenty-four (24) 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.

7.1.1 Sick leave shall be approved by the Employer for the following purposes: Medical, dental, optical examination and/or treatment, and surgery, illness and convalescence. For employee and/or to care for an immediate family member.

7.1.2 Upon termination, an employee shall be paid for his or her unused sick leave accumulation unless terminated for cause.

7.1.3 Employees are permitted to gift their sick leave days to another employee who may not have any left. The maximum number of regular sick leave days that an employee can gift to another employee in a calendar year is five (5) days.

7.1.4 Any sick leave accumulated over 24 days will be paid out to the employee at 100% of the employee's wage. (Payout in December)

7.1.5 Part-Time employees will accrue sick leave on a prorated basis.

7.1.6 Employees who must be absent from work due to sickness or illness as covered by this section and whose accrued sick leave has been exhausted must use their accrued unscheduled vacation leave to cover their absence(s).

7.1.7. Extended leave up to a maximum of three (3) months, in a 12 month period without pay (past the employee's exhaustion of accrued sick pay) will be allowed only in instances where a doctor's note or certificate has been presented to the employer stating that the employee cannot work, or that the employee needs to care for a spouse, child, or parent. Employees can opt to either use their unscheduled vacation to apply to the balance of the three (3) months or take time off without pay once sick leave has been exhausted.

7.1.7.1 Nothing in Section 7.1.7 restricts management's right to request from the employee information to which it is entitled to verify illness or injury and to verify whether the employee is capable of performing the essential job functions with or without reasonable accommodations. An employee's failure or refusal to timely cooperate with management's request to obtain such information from the employee or the employee's medical provider shall result in management's right to refuse the employee extended leave under Section 7.1.7. Nothing in this Section shall confer an obligation on employer to reasonably accommodate an employee where such obligations are not otherwise required of employer under state or federal law.

7.1.8 For purposes in this section members of the immediate family are defined as: father, mother, sister, brother, spouse, son, daughter, stepchildren, spouse equivalent, grandchildren, grandparents, in-laws including; mother, father, and grandparents.

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. These five (5) days will be funded by the employee by using sick pay or vacation pay. Employees may also opt to take time off without pay. Member of the immediate family is defined as: father, mother, sister, brother, spouse, son, daughter, stepchildren, spouse equivalent, grandchildren, grandparents, in-laws including; mother, father, and grandparents

7.3 Inclement Weather and Natural Disasters: Only the Board of directors or Manager have the authority to close the Credit Union. If there is a question about whether, the facility will remain open the Manager should be contacted in advance of the employee's start time. If the employee is reluctant to drive in threatening weather or during a natural disaster, they are encouraged to car pool with others whose vehicles might be better equipped to handle the conditions, or to use public transportation. Employees are encouraged to make every effort to arrive at work, on time, whenever the facility is open. If the office is open but the employee is unable to come to work, or must leave early due to inclement weather or a natural disaster, if excused the employee may either use unscheduled vacation time or sick leave.

7.4 WASHINGTON STATE PAID FAMILY AND MEDICAL LEAVE: The employer will pay the employee's share of the premium for the Washington State Paid Family and Medical Leave beginning July 1, 2020.

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 ninety (90) 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 eight (8) 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 ninety (90) 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.

9.2 In the event of proposed technological changes, such as the introduction of data processing equipment of computers, any new jobs created by the virtue of the installation of such equipment will be offered to employees within the collective bargaining unit on the basis of seniority and qualifications prior to hiring from outside sources.

9.3 In the event training programs are necessary for employees to qualify for jobs which are created as a result of automation, the Employer agrees to provide initial vendor-supplied training for the purpose of operating this new equipment, if such training is provided in the Tacoma area and/or area of employment, at the Employer's expense for those employees who wish to accept employment in the resultant automated positions. Employees to be displaced will be given first opportunity to qualify for the new positions before any persons outside the bargaining unit are hired to fill the resultant jobs.

9.4 The Employer agrees to comply with State and Federal laws which regulate working conditions for employees performing repetitious work.

ARTICLE 10 **Hours of Work**

10.1 The regular hours of work shall not exceed eight (8) hours in any one day to be worked within eight (8) hours between 8:55 a.m. and 5:40 p.m. Monday through Thursday and between 6:55 a.m. and 5:40 p.m. on Fridays. Friday work hours will be scheduled on a voluntary basis. If no employee volunteers to work the shift, the Employer may staff accordingly by reverse seniority. A supervising employee shall be present at the onset of all shifts.

10.1.1 All time worked in excess of regular working hours and all time worked on Saturday and Sunday and/or after the end of the employee's regular shift, shall be paid for at time and one-half (1½) the actual rate of said employee's pay. All overtime must be authorized by the employer in advance.

10.2 An employee requested to report for work shall receive a minimum of four hours' pay at the regular rate. There shall be no split shifts.

10.3 The established lunch period shall not exceed one (1) hour. It may be shortened, but not to less than one-half (½) hour's duration. Lunch periods shall not be compensable. Lunch periods will be scheduled by the employer when more than one person is on duty. The Credit Union will be staffed during the lunch hour.

10.4 A daily relief period of fifteen (15) minutes each shall be allowed morning and afternoon for all employees covered by this agreement. Relief periods are compensable.

10.5 Overtime shall be offered by seniority among employees qualified to perform the work. Overtime shall be mandatory by reverse seniority.

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 90 days' service	Ten (10) days (prorated the first year)
After 5 years' service	Fifteen (15) days
After 10 years' service	Twenty (20) days
After 18 years' service	Twenty-five (25) 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 subject to Section 4.5.

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 December 1 of each year for the following 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.

11.4.1 Employees will be required to take at least five (5) of their vacation days consecutively each year.

11.4.2 All vacation days shall be used by the end of the calendar year. Any carryover of days must be approved by the Employer. A maximum of (5) days may be carried over.

11.5 Senior employees shall be given preference in the selection of vacation periods during the initial selection process. The Employer will begin circulating the vacation calendar on December 1, starting with the most senior employee. Each employee is entitled to five (5) working days to review the vacation calendar and make his or her vacation request for his or her initial two picks, up to two weeks (A pick can either be one single day or consecutive days., e.g., an employee could select (5) five consecutive days for one pick and one single day for the second pick). If the employee fails to make his or her vacation request within five (5) working days, then the vacation calendar will circulate to the next most senior employee. Any 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. After all employees have made their initial selection, the same selection process shall repeat until all employees have made their desired selection for the year. Any vacation time not scheduled during this initial selection process, may be scheduled on a first come, first serve basis during

the remainder of the vacation year.

11.6 Vacation pay shall be paid in advance of the employee's vacation if requested by the employee. The request must be made on the payday prior to their vacation.

ARTICLE 12 **Health and Welfare**

12.1 The Employer and the Union agree to be bound by the terms of the Trust Agreement, which created the Sound Health and Wellness Trust, initially adopted December 3, 1998, as applicable, 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 Plan Document, the Trusts' Rules and Regulations, the Summary Plan Description, and other pertinent procedures, practices, 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 purposes of managing the Trust.

12.2 Adoption of Health and Welfare Labor Agreement: The Employer and the Union agree to be bound by the Health and Welfare Labor Agreement, effective October, 2019, by and between Allied Employers, Inc., and UFCW Union Locals 21, 367, 1439 and Teamsters Union Local 38, and by all subsequent revisions or amendments thereto.

12.3 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.

12.4 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 Trust and may be subsequently amended.

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

12.6 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.

12.6.1 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 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.

12.7 The Employer will contribute to the Sound Health and Wellness Trust as follows:

Effective with October 1, 2019 ("Effective Date") hours, the Employer 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.

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 credited to paid vacation time on behalf of all eligible employees at their current rate of pay as described in Section 12.8. 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 amount 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 2½ months of excess reserves before such date.

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 \$4.86 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 as of such effective date.

In March 2022, the consultants will determine the actual current hourly cost of the plan based on (1) the most recent 12 months of incurred plan expenses adjusted to reflect trend to the 12-month period ending April 30, 2022, (2) the most recent 12 months of employee contributions, (3) the most recent 12 months of hours, and (4) expected investment income. The contribution rate will

be set based on this hourly cost analysis and shall become effective with April 2022 hours, provided that the hourly rate shall not exceed \$5.19 and not be less than \$4.86.

12.8 An employer contribution to paid vacation time, equal to the temporarily reduced contribution rate for each compensable hour effective during the temporary reduction under Section 12.7 shall be credited to eligible employee's available paid vacation time. This contribution shall be effective as soon as the temporary reduction can be implemented by the Sound Health and Wellness Trust, but not earlier than effective January 1, 2020. This contribution will continue until the effective date under Section 12.7 that the Health & Wellness Trust contribution reduction of \$4.64 is terminated.

ARTICLE 13
Payroll Dues Deduction

a. Union Dues Check-Off:

On a monthly basis the Employer agrees to deduct uniform dues from the paycheck of those covered employees whose individual written unrevoked authorizations are on file with the Employer and to transmit the amounts so deducted to the Union within twenty (20) days of such deductions. Said deduction authorizations shall be in such form as to conform with Section 302 (c) of the Labor Management Relations Act of 1947.

b. Indemnify and Hold Harmless:

The Union shall indemnify and hold the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company in reliance upon signed authorization cards furnished to the Company by the Union or for the purpose of complying with any of the provisions of this Article.

ARTICLE 14
Salary Schedule

14.1 The following shall establish the hourly rate for Member Service Representatives.

<u>Years of Service</u>	<u>Current</u>	<u>7/1/20</u>	<u>7/1/21</u>	<u>7/1/22</u>
0 – 1 Year	\$20.00	\$20.75	\$21.50	\$22.25
1+ to 2 Years	\$20.50	\$21.25	\$22.00	\$22.75
2+ to 3 Years	\$21.00	\$21.75	\$22.50	\$23.25
3+ to 4 Years	\$21.50	\$22.25	\$23.00	\$23.75
Thereafter	\$25.50	\$26.50	\$27.30	\$28.10

14.1.1 The Employer shall provide direct deposit as an option for employees.

The Employer agrees to pay the cost of maintaining (MOB) the current health and welfare plans for the life of the agreement. The Employer will continue to pay \$9.00 of the current weekly

co-pay amount on behalf of each employee selecting medical benefits. In addition, the Employer shall pay the dependent weekly cost of coverage for each employee selecting medical benefits if they are not covered under another plan. If the spouse is employed and their Employer provides the ability to have coverage, the employee may elect to pay 100% of the premiums to keep their spouse included in our plan. The employee's portion of the weekly co-pay will be paid via a pre-tax or after tax (employee choice) payroll deduction.

ARTICLE 15 **Pension**

15.1 The company shall continue to cover employees under the terms of the Tacoma Longshoremen Credit Union 401(k) Plan and Defined Pension Benefit Plan. Employees are eligible to participate in the Employer's 401(k) plan after ninety (90) days service. Employees are eligible to participate in the Employer's Pension Plan upon satisfaction of the following: Completion of one (1) year of service and attainment of age 21. An eligible employee who has satisfied the eligibility requirements will become a participant in the Plan as of the earlier of the first day of the Plan Year or the first day of the seventh month of the Plan year coinciding with or the next following the date on which such requirements are met. The Union will be given notification of any plan modification as soon as practicable after such modification is adopted. Employees enrolled in the Pension prior to July 1, 2014, will continue in the Defined Benefit portion of the Plan. Employees who become eligible for the Pension after June 30, 2014, will be enrolled in the Cash Balance portion of the Pension Plan. The initial level of pay credits will be 6% of wages and the initial interest credits are set at 6%. The pay credits and interest rate to be credited in the Cash Balance portion of the Defined Pension Benefit Plan will not be changed during the term of this agreement.

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 creed color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability.

16.3 The Employer agrees that 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 individual shall be bound by each and every provision of this Agreement. The Employer shall have an affirmative duty to call this provision of the Agreement to the attention of any firm or individual with which it seeks to make such an agreement as aforementioned.

ARTICLE 19

Settlement of Disputes

19.1 A 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 of protest shall be deemed to have been waived. Such grievances shall be adjusted by accredited representatives of the Employer and the Union. In the event of the failure of these parties to reach a satisfactory adjustment within twenty-one (21) days from the date the grievance is filed in writing 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 and the decision of the Labor Relations Committee shall be final and binding. 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. The parties must select an Arbitrator within five (5) working days, of receipt of the list. In the event the moving party submits a request for a panel of arbitrators in accordance with the foregoing provision and the Federal Mediation and Conciliation Service fails to provide such a list within ten (10) days from the date of the request, the parties may mutually select an Arbitrator provided it is done within five (5) working days thereafter. 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 and shall be rendered within thirty (30) days from the close of the hearing or the receipt of briefs, whichever is later. Should the arbitrator fail to comply with these provisions, he/she will not be paid for his/her services. The moving party shall notify the arbitrator of this provision during the selection process. If the assignment is refused, the parties agree to select an alternate.

19.2 The losing party shall pay the cost of the arbitrator. The parties agree that the arbitrator has the authority to determine appropriate proration of this cost in the event of a split decision and award. The arbitrator should be made aware of the requirements of this provision at the conclusion of the arbitration hearing.

19.3 During the process of making adjustments under the rules and procedures set forth in 19.1 above, no strike or lockout shall occur.

19.4 It is understood that any of the foregoing time limits may be waived by mutual agreement, if the time limits are not mutually waived, failure to comply constitutes waiver.

19.5 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 other evidence.

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
No Strikes or Lockouts

21.1 During the life of this Agreement the Union agrees not to engage in any strike or stoppage of work and the Employer agrees not to engage in any lockout.

ARTICLE 22
Management Rights

22.1 The Employer retains the rights it had prior to the signing of this agreement except as those rights may be limited by this Agreement or by law.


ARTICLE 23
Termination and Renewal

23.1 This Agreement shall be in full force and effect from July 1, 2020, until June 30, 2023, 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.

Tacoma Longshoremen Credit Union
3602 Alexander Avenue
Tacoma, WA 98424

UFCW Union Local No. 367
6403 Lakewood Drive W
Tacoma, WA 98467



Board President
Tacoma Longshoremen Credit Union



Angel Gonzalez Irizarry, President

11-25-2020
Date

12/04/2020
Date

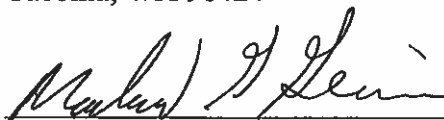
Letter of Understanding
7-1-2020 to 6-30-23

The Parties confirm the understanding that employee, Irene Pfeiffer elected to reduce her hours to less than full-time. Should she elect to increase her hours and return to full-time status, she shall give 30-day's written notice to the Credit Union. At that time, the Credit Union will transition her employment back to full-time status on or before 30 days after her written notice.

Should the Credit Union elect to increase Mrs. Pfeiffer's hours and return her to full-time status, they will give 30-day's written notice to her. At that time, the Credit Union will transition her employment back to full-time status on or after 30 days after the written notice.

Tacoma Longshoremen Credit Union
3602 Alexander Avenue
Tacoma, WA 98424

UFCW Union Local No. 367
6403 Lakewood Drive W
Tacoma, WA 98467



Board President
Tacoma Longshoremen Credit Union



Angel F. Gonzalez Irizarry, President

11-25-2020
Date

12/04/2020
Date

Letter of Understanding
7-1-2020 to 6-30-23

The Parties confirm the understanding that employee, Joann Guerrero, is exempt from working the Friday early start time of 6:55 and will not be part of any mandatory seniority rotation should there be an absence of volunteers.

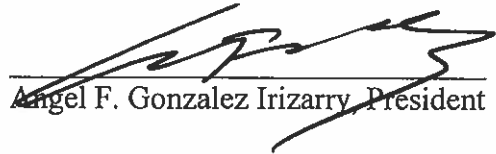
Tacoma Longshoremen Credit Union
3602 Alexander Avenue
Tacoma, WA 98424



Marland Guinn, President

11-25-2020
Date

UFCW Union Local No. 367
6403 Lakewood Drive W
Tacoma, WA 98467



Angel F. Gonzalez Irizarry, President

12/04/2020
Date