

# Agreement by and between **UFCW 3000** and **Card Kingdom**

Effective through 7/27/2026

**UFCW3000**

Faye Guenther, President • Joe Mizrahi, Secretary-Treasurer

# WEINGARTEN RIGHTS

## Your Right to Union Representation

You have the right to union representation if you are called to a meeting with management that could lead to discipline.

*"I understand that this proceeding is for the purpose of investigating whether I may receive discipline. Therefore, I request that a union representative be present on my behalf before this proceeding continues. If you insist that the proceeding continue without allowing me union representation, I hereby protest your denial of rights guaranteed to me under federal labor law."*

**Weingarten rights were won in a 1975 Supreme Court decision with these basic guidelines:**

-  You must make a clear request for union representation either before or during the interview. Managers do not have to inform employees of their rights.
-  Management cannot retaliate against an employee requesting representation.
-  Management must delay questioning until the union steward arrives.
-  It is against Federal Law for management to deny an employee's request for a steward and continue with an interrogation. In this case, an employee can refuse to answer management's questions.

## Discipline? Contract violations?

## Call the Member Resource Center

If you or a coworker need help regarding an Investigatory Meeting, are facing Discipline or Corrective Action, or need to report Contract Violations our MRC Representatives will work with you on a plan of action.

**Call the Member Resource Center at: 1-866-210-3000**

**Collective Bargaining Agreement**  
**Card Kingdom, Inc. and UFCW 3000**

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## **Preamble**

THIS AGREEMENT is entered into by and between Card Kingdom, Inc., hereinafter referred to as the “Company” or “Employer,” and the United Food and Commercial Workers, Local 3000, hereinafter referred to as the “Union.”

Unless specified, deadlines listed follow calendar days. Deadlines specified as business days refer to typical business days of Monday through Friday and exclude company holidays.

## **Article 1 – Recognition and Bargaining Unit**

### 1.1

The Employer hereby recognizes the Union, United Food and Commercial Workers Union Local No. 3000, as the sole bargaining agent for all its full-time and regular part-time non-professional employees, employed by the Employer at its Ballard location or any location where the work from Ballard is relocated, including the following job classifications: Operations Specialists and all Leads (see Appendix A). All future classifications substantially consisting of members of these classifications shall remain in the Union. This excludes all other employees, temporary and contract employees, employees employed at other locations not included in the original certification of this unit, confidential employees, office clerical employees, Operations Team Office Coordinator, professional employees, Business Analysts, Release Operations Coordinator, Maintenance Porter, Robot Maintenance Technician, Collection Buyers, and managers, assistant managers, guards, and supervisors as defined by the National Labor Relations Act.

Whenever the words “employee” or “employees” or “bargaining unit” are used in this Agreement, they designate only such employees as are covered by this Agreement.

### 1.2

In the event the Employer decides to subcontract unit work it shall provide 60 days written notice to the Union. The Employer and Union shall meet and bargain over the effects of the subcontracted work.

In the event the employer engages temporary workers for particular shifts, schedules, or work, the employer will provide 7 day written notice to the union. Employees covered under this agreement shall not suffer a reduction of regularly scheduled hours, layoff, or change in their classification due to the engagement of temporary workers.

### 1.3

The Employer shall notify the Union of its intention to create new job classifications (in addition to those agreed upon in Appendix A) in the bargaining unit prior to the proposed start date of such new classifications. The Employer and the Union shall discuss the inclusion/exclusion of new job classifications in the bargaining unit. Any disagreement in bargaining unit determination shall be resolved by the National Labor Relations Board (NLRB), or in another mutually agreed venue.

### 1.4

NOTIFICATION OF SALE. Forty-five (45) days prior to any transfer by any of the following methods: sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings (collectively referred to as a "transaction"), the Employer transferring the operation shall notify the Union, in writing of such transfer and give the Union the name and address of the new owner or transferee.

The Company will, upon request, provide a copy of any signed transaction agreement (with financial terms redacted). The Company will meet any obligation to bargain the effects of any signed transaction agreement.

## **Article 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 staff persons covered by this Agreement who are members of the Union in good standing on the date of this Agreement shall remain members in good standing, and those who are not members on the date of this Agreement, shall, on the thirtieth (30th) day or after one hundred hours of employment, whichever is longer, following the date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all staff persons covered by this Agreement and hired on or after its date shall, on the thirtieth (30th) day or after one hundred hours of employment, whichever is longer, following the beginning of such employment become and remain members in good standing in the Union.

### 2.2

The Employer shall suspend any staff person as to whom the Union, through its authorized representative, delivers to the Employer a written notice that such staff person 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 staff person fails to apply for Union membership, or if a staff person 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 staff person be suspended. The Union will work with the Employee to resolve the issue, which may include reviewing options to reduce the amount owed by the employee, placing the member on a payment plan, or other options that may be available to the Employee.

#### 2.2.2

Upon receipt of a letter requesting suspension of a staff person who has not complied with Article 2 of the Agreement, the Employer shall (on the same date, if the staff person is working on that date) immediately notify such staff person that if they have not complied with the Union membership requirements of Article 2 of the Agreement within forty-five days (45) from the date of written request for suspension, their employment shall automatically be suspended without pay.

### 2.2.3

The Union agrees to withdraw any letter of suspension if a staff person, 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 suspension of any staff person 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 suspending any staff person. The Employer agrees that when the Union notifies the Employer that the reason for the suspension was a bona fide clerical error, the Employer will reinstate the staff person to their former position on the next weekly schedule.

## 2.3

The Employer shall supply to the Union on a monthly basis a list of all employees covered by this Agreement. The list shall be sent electronically and shall include the employee's legal and preferred name, address, phone number, department, job classification, date of hire, social security number, and wage rate. Each month the Employer will also include an electronic list of new hires and terminations during the previous month. The new hire list shall include all information listed above. The termination list shall include the effective date of termination. Provided, however, the two lists can be combined into one list if the Employer identifies the new employees and the terminated employees on the supplied list.

### 2.3.1

The Union shall without limitation indemnify and hold the Employer harmless from any and all claims arising from the Employer's requirement to comply with Section 2.3.

## 2.4

During the term of this Agreement, the Employer shall deduct Union all dues, initiation fee and agency fees from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. Deductions will be promptly transmitted to the Union by ACH to its order. Included with the ACH the Employer shall provide the Union a separate list of all employees using payroll deduction. The list shall be transmitted electronically and shall include, name, social security number, and dollar amount deducted by pay period. Upon issuance and transmission of the ACH to the Union, the Employer's responsibility shall cease with respect to such deductions.

### 2.4.1

The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that shall arise against the Employer for or on account of any deduction made from the wage of such employee. The Union shall

without limitation indemnify and hold the Employer harmless from any and all claims arising from the Employer's requirements.

2.4.2

The Employer will provide new employees with electronic copies of forms for membership in the Union that the Union provides the Employer. The Union will promptly notify the Company of any change in the forms.

2.5

Active Ballot Club Check-off: The Employer agrees to deduct contributions in an amount designated by the employee from the paychecks of those employees whose individual written unrevoked authorizations are on file with the Employer and to transmit the amount so deducted to the Union. Said deduction authorization shall be in such form as to conform with governing Federal and State laws applicable to Political Action Committees (PAC). Deductions shall be administered according to guidelines established by the Employer.

**Article 3 – Union Representation**

3.1

**Officers/Stewards**

The Employer agrees to recognize Union-designated stewards or/and representatives of the Union. The Union agrees to designate no more than seven (7) stewards under this agreement. The recognized stewards or representatives will be allowed a reasonable amount of time, not to exceed two (2) cumulative hours in two (2) work weeks, recorded as unpaid time, and during operating hours per Article 14.1 for purposes of investigation of grievances and processing of grievances, providing such work does not interfere with or delay the performance of any work. This provision shall not apply to time spent in preparation for arbitrations. Elected stewards of the Union are expected to act within the Employee Handbook's Standards of Conduct while performing their union duties. The Union shall provide a written list of stewards to be recognized by the Employer.

3.2

**Distribution of the Agreement**

The Employer shall distribute a copy of this Agreement to all current and newly hired employees covered by this Agreement, including alternative language versions of the Agreement for staff whose primary language is not English (in the employee's primary language).

3.3

**Union Time during Work Hours**

Unionized staff will not be permitted to use company time to make announcements, reminders, or general updates about the union. This does not impede upon any employee's right to openly discuss union matters during working hours so long as those discussions do not interfere with work performance and employees meet the Standards of Conduct.



## **Article 4 – Employment Practices**

4.1

### **Non-Discrimination**

Neither the Employer nor the Union will discriminate in hiring, promotion, or continued employment because of race, color, religion, sex, national origin, age, gender identity, sexual orientation, or marital status. This Agreement shall be interpreted to permit the reasonable accommodation of disabled persons as required by state and/ or federal law, including the Americans with Disability Act (ADA). In the event a proposed accommodation will conflict with an express provision of this Agreement, the parties, at either's request, shall meet to discuss the proposed accommodation.

4.2

### **Job Posting**

Job openings in the bargaining unit shall be posted for no less than seven (7) calendar days. All bargaining unit employees be sent an email notification to their company email address of the posting at or about the time of posting. The description and requirements for the job shall be included in the posting. Employees who apply for an open position who are not interviewed shall be informed within fourteen (14) days of the closing date for application. If an internal applicant that is not selected for the interview or position and would like feedback, they are encouraged to reach out to Human Resources and shall receive a response within fourteen (14) days, excluding Company Holidays. In the selection process, the Employer will select the most highly qualified applicant for the job. Where qualifications are considered by the Employer to be equal, the senior employee applying for such job will be given preference. For purposes of this Agreement, the term "qualified" is herein defined to include such factors as skill, competence, ability, experience, attendance/punctuality (excluding any absences covered by FMLA or Worker's Compensation) record and documented past performance, in the judgment of the Employer, which shall not be exercised in a manner that is arbitrary or capricious.

4.3

### **Courtesy Clause**

The Employer and the Union agree to encourage everyone, regardless of position or profession, to perform in an efficient, courteous, and dignified manner when such individuals interact with fellow employees and the public. Employees are encouraged to report concerns including, but not limited to, inappropriate behavior, sexual harassment, racial discrimination by co-workers, supervisors, or customers to their direct supervisor. If the supervisor is the aggressor or, if the employee feels the supervisor is not appropriately handling the complaint, then the employee should report their concerns directly to the Employer.

4.4

### **No Free Time**

The Employer shall be responsible for payment for all hours worked, and an employee shall only work those hours specifically authorized by the Employer. Any employee found by the Employer

or the Union to be engaging in working unauthorized time shall be subject to discipline, which may include termination.

## **Article 5 – Discipline and Discharge**

### 5.1

The Employer shall have the right to discipline or discharge employees for “just cause.” “Just cause” means the employer must have a reason (“cause”) for imposing discipline and the reason must be fair (“just”). The Employer may set policies regarding the competency and qualifications of staff persons. An employee may request the attendance of a Union representative during the investigatory phase of disciplinary action, in keeping with the employee’s Weingarten Rights. If the employee chooses not to have a Union Representative present, it is not sufficient grounds to invalidate or overturn discipline or discharge, or to utilize the grievance procedure.

#### 5.1.1

Progressive discipline shall not be applied when the Employer demonstrates that the nature of the offense is so serious as to justify a Final Warning or immediate discharge.

#### 5.1.2

There exists a ninety (90) calendar day probationary period for each staff person beginning with the most recent date of hire. If a staff person is terminated during this probationary period, such terminations are not subject to the grievance procedure of this Agreement.

### 5.2

Employer’s Progressive Discipline Policy, except in serious cases warranting immediate escalated discipline or discharge, will follow sequentially: First Warning, Second Warning, and Final Warning. The Employer shall provide the Employee a reasonable amount of time to improve the corrective behavior or implement corrective actions before a subsequent progressive discipline step is enacted.

#### 5.2.1

##### **First Warning**

If the employee’s performance or conduct falls short of performance expectations, the Manager/Supervisor will meet with the employee and talk with them about what is needed to meet expectations. The manager/supervisor will meet with the employee within fourteen (14) business days, excluding Company Holidays, after an investigation into the conduct is completed. If an investigation is not conducted the notice shall be made in writing to the employee within fourteen (14) business days, excluding Company Holidays, after the Company learns of the conduct. Employees are required to acknowledge receipt of the first warning with their signature, not as an admission of guilt, but as an indication of the employee being advised of such notice. This will be placed in the employee’s file and remains active for six (6) months.

#### 5.2.2

### **Second Warning**

If after the employee's first warning their performance or conduct doesn't improve to the expected level, the employee and their Manager/Supervisor may revisit the earlier conversation about performance expectations. During this step the employee's Manager/Supervisor will communicate the expected performance and/or conduct and the actions they must take in order to meet expectations. Employees are required to acknowledge receipt of the Second Warning with their signature, not as an admission of guilt, but as an indication of the employee being advised of such notice. This will be placed in the employee's file and remains active for six (6) months following the date of the Second warning. Receiving a Second Warning means the employee is no longer eligible for promotion or transfer for a period of six (6) months.

#### 5.2.3

### **Final Warning**

Finally, if after the First and Second Warnings the employee does not meet expectations, their Manager/Supervisor may meet with the employee again and talk with them about their responsibility to meet all of the expectations as earlier discussed. Employees are required to acknowledge receipt of the Final Warning with their signature, not as an admission of guilt, but as an indication of the employee being advised of such notice. This will be placed in the employee's file and remains active for six (6) months following the date of the Final warning. Receiving a Final Warning means the employee is not eligible for promotion or transfer for a period of six (6) months.

If the employee demonstrates improvement, has met Employer's expectations, and meets the objectives outlined in the Final Warning for a period of six (6) months, they will be considered in good standing. If the employee's performance and/or conduct initially improves after the Final Warning but subsequently falls below expectations at a later point in the six (6) months period following the Final Warning, the Manager/ Supervisor will partner with Human Resources to determine if termination is warranted.

#### 5.3

### **Departmental Transfers**

If an Employee receives a First Warning, they shall still be entitled to apply to another position in a different department if they believe they will be more successful. No Employee with qualifications will be denied a transfer to a new department for the reason that they have a First Warning on their record. Employees under Second and/or Final Warnings are expected to focus on their job and may not apply for a new position.

#### 5.4

Once a warning is made inactive, it cannot be utilized for evaluation purposes, department transfers, subsequent disciplines, shift changes, reviews, or promotions.

## **Article 6 – Equal Opportunity**

#### 6.1

The provisions of this Agreement will apply equally to all employees hereunder, regardless of race; religion; color; creed; caste; national origin; ancestry; physical or mental disability; medical condition, including those related to pregnancy, childbirth, or chest feeding; requests for family and medical care leave; genetic information; marital status; sex; sexual orientation; gender including gender identity or expression; status as a transgender individual; age; citizenship status; past, current or prospective military service; or any other categories protected under applicable or any other class of persons protected under applicable Federal, State, or Local law.

## **Article 7 – Severability and Savings**

7.1

In the event any provision of this Agreement is declared invalid by any competent court or governmental agency on account of existing or future legislation, such invalidation shall not affect the remaining Articles of this Agreement.

## **Article 8 – Bulletin Boards**

8.1

The Company will provide bulletin boards in the main break spaces listed below to the Union for its use. Postings by the Union on the bulletin board shall be on Union letterhead or contain a Union logo and be confined to meeting notices and official union business of a non-electoral nature. All materials for posting will be provided to Human Resources prior to posting. The Company reserves the right to refuse to post any materials that it considers to be unprofessional.

Union bulletin boards will be placed in:

- Alexandria lunchroom
- Benalia breakroom
- Mishra’s Workshop breakroom
- Fit Lab breakroom

Upon relocation of the Ballard operations, bulletin boards will be placed in any applicable breakroom where bargaining unit employees may use at the workplace.

## **Article 9 – Probationary Period for Job Changes**

9.1

Any employee promoted or placed in a higher job classification within the bargaining unit covered by this Agreement shall be on probation for the first 30 days of the new assignment. At any time during this period, the Company or employee may return or request that they return to their former position without any loss of seniority. The employee shall have no right to file a grievance or have any other recourse to the grievance procedure with respect to the Company’s decision to return the employee to their former position.

## **Article 10 – Compensable Training**

10.1

The Company compensates employees for required training and development. Participation in an offering will be compensable if it is prescribed or required by the supervisor, including as part of an individual development plan or performance improvement plan. This participation is considered “job-related.” Employees are responsible for ensuring participation is approved by the supervisor in advance of attendance.

## **Article 11 – Government Requirements**

11.1

The Union agrees that the terms and conditions of the Agreement are subject to certain sovereign priorities which the United States Government, all state, county, and local jurisdictions appropriate to the employment locations for the bargaining unit, may exercise. Nothing in this Agreement shall be construed to prevent institution of any change where such changes are required by the United States Government, any state, county, or local jurisdictions appropriate to the employment locations for the bargaining unit. The Union agrees that actions taken by the Company pursuant to Article 7, Severability and Savings, shall not constitute a breach of the Agreement.

The Company will meet and bargain with the Union upon request with regard to any matter covered by this provision.

## **Article 12 – Management Rights**

12.1

Except as may be limited by an express provision of this Agreement, an applicable Federal, State, and Local laws, all rights to manage the facilities and direct the working forces are vested exclusively in the Employer. Specifically, and without limiting the generality of the foregoing, the Company has the sole and exclusive right: to select worksite locations, to hire, transfer, promote, layoff, demote, and discipline employees and to maintain their discipline and efficiency; to install new jobs; to direct working schedules, including establishing individual and Facility work schedules, workdays of the week, work hours per day and start and stop times; to set work content and duties and change work content and duties; to establish staffing requirements and staffing levels; to direct the methods and processes of doing work; to implement new technologies; to implement new internal systems, including scheduling and time keeping systems; to hire and use vendors/contractors; to set methods of communication; to determine appropriate training, including safety training; to enforce any and all Company policies; to introduce new and improved work methods or equipment; to implement rules related to health and safety; and to implement Federal, State, and Local laws.

It is not the Company’s intent to waive or modify the Company’s obligation to negotiate on all mandatory subjects of bargaining.

## **Article 13 – Seniority, Layoffs and Recall**

13.1

### **Attainment of Seniority**

All employees shall attain seniority after ninety (90) calendar days with the employer. Upon completion of this period, seniority shall date back to the most recent date of hire.

13.2

### **Application of Seniority**

An employee's seniority shall not be broken in cases where the employee transfers to a different location within the same Employer covered by this collective bargaining agreement.

13.3

### **Layoff Avoidance**

In the event the Company determines it is necessary to reduce shifts, schedules, and/or hours, the company retains the right to utilize any and all federal, state, and local, employment assistance programs, with advance notice to the union.

13.4

### **Layoff Notice**

In the event of a reduction in force, the Company will give same day notice to the affected employees and Union.

13.4.1

#### **Seniority Roster**

The Union shall receive a seniority roster, together with a listing of any vacant bargaining unit positions. The listing of vacant positions shall include department and job classification, employment status (FTE), and shift. Upon request, the Employer and the Union will meet for the purpose of reviewing the order of layoff.

13.5

### **Layoff Severance**

Upon completion of the probationary period, any employee subject to layoff may elect to voluntarily terminate employment with the Employer and receive severance pay as set forth below. Any employee electing this option shall not have recall rights. Employees are eligible for severance prorated to the employee's FTE. The severance pay shall be paid to the employee in a lump sum on the employee's last paycheck.

13.5.1

#### **Severance Calculation**

Employees shall receive the equivalent of three (3) weeks' base pay, as determined by their assigned schedule at the time of layoff, as severance. In addition, an employee shall receive an additional one (1) week of base pay, as determined by their assigned schedule at the time of layoff, for each subsequent three hundred and sixty-five (365) days of continuous employment. Severance pay shall not exceed two hundred and forty (240) hours of base pay.

If laid off employees have accrued but unused PTO, up to eighty (80) hours will be paid with the pay day corresponding to their layoff date.

#### 13.5.2

##### **Layoff based on Seniority**

Where there is a reduction of the number of employees holding seniority within such department, the last employee hired shall be the first employee laid off, provided qualifications and ability are equal. The affected employee(s) so reduced may displace the most junior employee of the Employer in the same job classification within the same department.

#### 13.5.3

##### **Voluntary Layoff**

If the Employer has determined that layoffs are necessary, an Employee may elect to be laid-off outside of seniority to prevent or delay the lay-off of less senior employees. The Employee's offer to be laid-off outside of seniority must be submitted in writing and may be approved at the discretion of the Employer.

### 13.6

#### **Recall**

Where this is an increase in the number of employees performing comparable work, the last employee laid off from such comparable work shall be the first employees rehired. In the cases where two or more employees are laid off on the same day, the senior employee shall be the first rehired, provided qualifications and ability are equal.

#### 13.6.1

Employees shall be required to inform the Employer in writing of their current mailing addresses, email address, and phone number.

#### 13.6.2

The Employer will make every effort to contact the recalled employee (with at least one attempt to the employee's most recent email and phone number on file), however, recalled Employees who do not respond within seven (7) business days of notice will forfeit their right to recall.

#### 13.6.3

The Company shall have no duty to recall employees who were subject to discipline within a six (6) month period preceding the date of the layoff.

### 13.7

#### **Loss in Seniority**

Except as otherwise provided for in Article 28 – Leave of Absence, seniority shall be broken, and the employee's services shall be terminated for the following reasons:

- Voluntary quit
- Discharge in accordance with Article 5

- Absence caused by a layoff in excess of ninety (90) consecutive calendar days
- Absence caused by an illness or non-occupational accident of more than three (3) months, unless an extension of an illness or non-occupational related leave of absence is approved by the Employer
- Absence caused by an occupational accident of more than nine (9) consecutive months unless a longer period is agreed upon between the Employer and the Union
- Failure to report to work seven (7) business days following response to written notice referred to in Section 13.6.2
- Failure to report to work immediately following a Leave of Absence

## **Article 14 – Shifts, Schedules, and Hours Worked**

14.1

### **Shifts**

Employees will be assigned to a dedicated shift with break and mealtimes. Each break must be taken separately and may not be combined or used in conjunction with mealtimes. Employees will take one break before and one break after mealtimes. Mealtimes will be taken between the third and fifth hour of their shift. Employees will check in with their supervisor prior to taking breaks or mealtimes. Shifts include AM shift, Mid-shift, and PM shift, within the business operating hours of 6:30 am – 11:30 pm.

14.2

### **Schedules**

Employees will be given at least five (5) business days' notice for any change to their scheduled work hours. Work schedules will be set to allow employees to have two consecutive days off, unless requested by the employee and approved by the Company.

14.3

### **Full Time Employment**

Full time employment shall be defined as working forty (40) hours per week. The Employer will meet with the Labor Management Committee to evaluate alternative work schedules.

14.4

### **Rest and Meal Periods**

Employees shall be allowed a rest period of not less than fifteen (15) minutes, on the Employer's time, for each four hours of working time. The right to receive paid rest breaks cannot be waived by the employee or employer. Rest periods shall be scheduled as near as possible to the midpoint of the work period. No employee shall be required to work more than three hours without a rest period.

Meal periods are not considered compensated work and employees will be required to clock out for lunch breaks. Meal periods will last no more than thirty (30) minutes. Employees are not allowed to skip breaks, including meal periods.

14.5



## **Overtime**

One and one-half (1 1/2) times the hourly rate of pay will be paid for all hours worked over forty (40) hours in one work week. Holiday and PTO hours do not count toward worked hours in determining overtime.

14.6

### **Temporary Employees**

Temporary Employees that are with the company longer than ninety (90) days shall be hired as Full-Time Employees. Temporary employees shall be subject to the ninety (90) day probationary policy following full-time hire.

14.7

### **Flex Employees**

All existing “flex” employees, defined by practice as working 32 hours per work week, will maintain their flex schedule within their current role. Flex schedules will not carry over upon employee-initiated job changes, including promotions or job transfers. Any company-initiated restructuring will not impact flex schedules.

14.8

### **Worksite Meetings**

Required worksite meetings shall be paid and shall be considered time worked for the purpose of computing overtime. If an employee is required to attend a worksite meeting on a day off, they will be paid at any time for the time for attending the meeting. The Employer will make every reasonable effort to schedule worksite meetings within an employee’s scheduled work hours.

## **Article 15 – Attendance and Punctuality**

15.1

“Absence” is defined as the failure of an employee to report for work at the time, and for the duration, that the employee is scheduled to work. The term “absence” includes late arrival to work, early departure from work, and the failure to report for work altogether.

15.2

### **Prior Notification**

Employees are required to notify their supervisor of an unscheduled absence, including late arrivals, as far in advance as is feasible under the circumstances but no later than one-half hour prior to their scheduled start time. Proper notification may not excuse absences.

15.3

### **Call Out Procedure**

Proper call out procedure is for the employee to:

1. Email [ckattendance@cardkingdom.com](mailto:ckattendance@cardkingdom.com).
2. Request time off into ADP timecard system no later than their first day back.
3. Attempt to notify direct Supervisor via text, Teams message, phone call or email.

Emails should include the employee's preferred first and last name, supervisor's name, assigned shift, and date calling out.

Employees must call out each day they are absent unless they are on an approved leave of absence, or they have made other arrangements approved by management.

If an illness or emergency occurs during working hours, employees should notify their supervisor or, if the supervisor is not available, their designated representative, before leaving work or email Call Out Email if supervisor or designated representative is not available. Unapproved early departures will be considered an unplanned absence and employees may be subject to progressive discipline.

15.4

#### **No-Call No-Show**

Not reporting to work and not calling to report the absence is a no-call no-show and is a serious matter, creating increased administrative burdens and impacting the team's workflow. Failure to properly notify management of an absence may result in progressive disciplinary action.

Employees who are absent for three (3) consecutive scheduled shifts without properly notifying the Employer will be presumed to have abandoned and resigned their position and will be separated from employment effective on the third day of absence.

Management may consider extenuating circumstances when determining discipline for a no-call / no-show (for instance, if the employee is in a serious accident and hospitalized) and has the right to exercise discretion in such cases.

15.5

#### **Verification of Absence**

Employees who have three (3) consecutive days of absence because of illness or injury may be required to provide the Employer with proof of physician's care.

Where permitted by applicable law, if an illness or injury prevents an employee from performing their regularly scheduled duties, a physician's statement must be provided to the Company indicating if and when the employee is able to return to work, the date(s) of the illness for which the employee was treated, and any restrictions on the duties the employee will be able to perform upon their return.

Providing a doctor's note does not excuse unplanned unpaid absences. HR will work with them to determine the need for Family and Medical Leave administration or if there is another way the Company can support them while also managing the needs of the organization.

15.6

#### **Unsatisfactory Attendance**

Failure to comply with the attendance policy will result in progressive discipline. Any unplanned unpaid time off will be subject to progressive discipline.

Unsatisfactory attendance is defined as:

- Arriving one (1) or more hours late to an assigned shift
- Taking more time off than accrued PTO
- Pattern (three or more instances) of arriving late or leaving early by ten (10) or more minutes within a rolling six (6) month lookback period.
  - Upon a first warning for a pattern of arriving late or leaving early each subsequent instance of arriving late or leaving early will trigger the next level warning as outlined in Article 5 Discipline and Discharge.

15.7

### **Interaction with Leave Laws**

Employees taking leave under the Family and Medical Leave Act, the Americans with Disabilities Act or other state or federal protected leave are expected to provide notice of absences in accordance with company policy. Failure to provide notice absent extenuating circumstances may result in disciplinary action as described above. Communication is key with any leave of absence situation and employees are encouraged to speak with their supervisor or human resources before any attendance issues arise.

15.8

### **Make Up-Time**

If an employee loses hours due to lateness, leaving early, or absence, the employee and their supervisor or manager may mutually agree for the employee to come in early for their next shift, or extend the end time for their current shift. The hours worked under these mutual agreements will be considered make-up time, subject to the following provisions:

- Make-up time must be scheduled or communicated with the employee's supervisor or manager.
- Working make-up time will allow an employee to balance their hours worked in a given scheduled week for their paycheck.
- Working make-up time does not eliminate attendance infractions subject to progressive discipline under Article 15.6.
- Managers will need to be contacted for any case-by-case exceptions to this rule.

## **Article 16 – Gender Neutrality**

16.1

The Employer shall continue the current practice for the bargaining unit:

16.1.1

Notifying all employees that employees may use the restrooms and changing rooms in which they are most comfortable.

16.1.2

Requesting everyone at the workplace or engaged in the Employer's business to speak or refer to employees by the names they choose and the pronouns they use.

16.1.2.1

If an employee has been requested to comply with 16.1.2 and is found to be intentionally disrespecting an employee's chosen name or pronouns, they will be subject to progressive discipline in Article 5.3. The employer will take appropriate action to maintain a respectful workplace.

16.2

The employer shall continue the current practice of maintaining all possible records so that records use the names employees preferred name and the pronouns they identify with unless the employee requests the Employer to refrain from changing its records. Employees may update their photograph in company systems so long as their updated photograph is in alignment with the Employer's Photo Policy. It is the employee's responsibility to notify Human Resources of any changes in their name or preferred pronouns.

### **Article 17 – Community**

17.1

The Employer shall provide anti-bias and de-escalation training to all employees covered under this agreement within one hundred and twenty (120) days of hire. Employees on payroll at the date of ratification who have not received the trainings shall receive the training within one hundred and twenty (120) of ratification.

17.1.1

Refusal to participate in the required trainings may lead to the employee being subject to progressive discipline process.

17.1.2

These trainings shall be conducted on company paid time.

### **Article 18 – No Strike, No Lockout**

18.1

During the term of this Agreement, the Union shall not authorize, cause or engage in, sanction or assist in any work stoppage, strike or slowdown of operations. The Company reserves the right to discharge or otherwise discipline any employee taking part in any violation of this provision of the Agreement. There shall be no lockout on the part of the Company.

### **Article 19 – Grievance and Arbitration**

19.1

Employees shall first try to resolve all concerns and disputes informally with the employee's immediate manager supervisor as soon as possible. When necessary, a grievance shall be submitted to the following procedure. A grievance is defined as a claim or dispute by the Company, employee, or the Union concerning the interpretation or the application of this Agreement.

All grievances must be presented in writing and filed and processed in accordance with the following exclusive procedure.

## 19.2

### **Grievance Procedure**

#### 19.2.1

##### **Step 1**

If an employee has a grievance, the employee or Union must first present the grievance in writing to Human Resources within fourteen (14) business days from the date the employee was or should have been aware that the grievance existed.

The grievance shall include:

- 1) the article of the contract that has been violated,
- 2) the circumstances under which the problem occurred, including dates and other employees who may have been involved, and
- 3) the requested resolution to the problem.

Upon receipt thereof, Human Resources shall meet with the employee and Union representative and attempt to resolve the problem and shall respond in writing to the employee and Union within fourteen (14) business days following the meeting.

##### **Step 2**

If the matter is not resolved to the satisfaction of the party filing the grievance at Step 1, the party filing the grievance shall submit the Step 2 grievance to Human Resources within fourteen (14) business days of Step 1 response. A conference between the employee, the Union Representative, and the Human Resources Director shall be held. Human Resources shall issue a written reply to the Union and employee within fourteen (14) business days following the meeting.

##### **Step 3 Mediation (Optional)**

The Employer and the Union may mutually agree to submit an unresolved grievance to mediation. Costs of mediation, if any, shall be shared equally by both parties. The mediation process may be terminated through written notice to the other party at any time.

##### **Step 4 Arbitration**

If the grievance is not settled based on the foregoing procedures, and if the grievant and the Union have complied with the specific procedures, requirements, and time limitations, either party may submit the issue in writing to arbitration within fourteen (14) calendar days following the written reply of the Human Resources Director (and/or designee). If the Employer and the Union fail to agree on an arbitrator, a list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The remaining arbiter shall be utilized by the parties and have jurisdiction over the case,

subject to the travel requirements below, if applicable. The parties shall thereupon alternate in striking a name from the panel until one (1) name remains. The first strike will be determined by a coin toss. The person whose name remains shall be the Arbitrator. The Arbitrator's decision shall be final and binding subject to limits of authority stated herein.

19.3

**Arbitrator's Authority**

The Arbitrator shall have no authority to add to, delete from, disregard, alter or otherwise change or modify any of the provisions of this Agreement but shall be authorized only to interpret the specific facts of the issue in dispute. The Arbitrator shall base their decision solely on the specific contractual obligations expressed in this Agreement. The Arbitrator shall not require either the Employer or the Union to take or refrain from taking any action unless it is clear from the express words of this Agreement that such result was mutually intended. The Arbitrator shall have no authority to award punitive damages.

19.4

**Fees**

Each party shall bear one-half (½) of the fee of the Arbitrator for an award issued on a timely basis and any other expense jointly incurred incident to the arbitration hearing, including the making of an official transcript of the hearing for the Arbitrator. All other expenses, including, but not limited to, legal fees, deposition costs, witness fees and any and every other cost related to the presentation of a party's case in this or any other forum shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

19.5

**Time Limits**

Time limits set forth in the foregoing steps may be extended mutually in writing. Time limits are exclusive of company holidays. Failure of an employee to file a grievance on a timely basis or to timely advance a grievance in accordance with the time limits set forth above will constitute withdrawal of the grievance. In the event the Employer fails to comply with the time limits set forth above the union or the employee can automatically elevate the grievance to Step 2 or Step 3, as the case may be, without any action necessary on the part of the employee.

**Article 20 – Labor Management Committee**

20.1

A Labor-Management Committee shall be established consisting of up to three (3) bargaining unit members and one (1) representative from UFCW; and up to four (4) management representatives. The purpose of the Committee shall be to foster improved communications between the Employer and the bargaining unit. The Labor-Management Committee, which is an advisory committee, shall meet as agreed to but at least quarterly to discuss matters pertaining to this Agreement and other workplace issues. The employee's time spent on the Labor-

Management Committee shall be paid at the employee’s straight-time wage, not to exceed two hours.

**Article 21 – Wages**

21.1

**Wage Scale**

Employees employed at the time of ratification shall have pay rates according to the following scale for 2023 and shall move to the next rate on the anniversary of the date of ratification established in Article 21.3 in 2024 and 2025:

<b>Wage Table 1 - Specialists</b>				
<b>Job Titles</b>	<b>Tenure in Title</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
Operations Specialist	Probationary (< 90 Days)	\$19.50	\$20.00	\$20.50
Operations Specialist	Less Than 1 Year	\$21.00	\$21.50	\$22.00
Operations Specialist	1 Year	\$21.25	\$21.90	\$22.75
Operations Specialist	2 Years	\$22.00	\$22.60	\$23.50
Operations Specialist	3 Years	\$22.50	\$23.20	\$24.15
Operations Specialist	4+ Years	\$22.75	\$23.45	\$24.25
<b>Wage Table 2 - Leads</b>				
<b>Job Titles</b>	<b>Tenure in Title</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
Purchasing Lead Fulfillment Lead	Less Than 1 Year	\$23.00	\$23.80	\$24.85
MachineOps Lead	1-2 Years	\$23.50	\$24.30	\$25.40
Warehouse Lead Conversions Lead	2-3+ Years	\$24.00	\$24.80	\$25.95

21.2

**No Step Back at Ratification**

At time of ratification, if any employee’s hourly rate is more than the applicable Wage Scale as defined in Article 21.1, that employee will maintain their current hourly rate of pay and not step back to the rate defined in Article 21.1. Any future increases in hourly rate will be determined as agreed in Article 21.1.

21.3

**Retroactive Application at Ratification**

Employees will be paid based on the Wage Scale in Article 21.1 based on the following agreed upon processes:

21.3.1

**Period of Application**

The period from Date of Ratification back to two (2) pay periods before that date.

21.3.2

**Hours and Hourly Rate Application**

The Employee's retroactive pay will be calculated based on the hours worked for period defined in Article 21.3.1 at the rate of pay per Article 21.1 or 21.2.

21.3.3

**Payment**

The retroactive pay defined in Article 21.4.1 and 21.4.2 will be paid as a lump sum payment within 14 days after the Date of Ratification of this Agreement.

Employees will be paid at the hourly rate defined in Article 21.1 starting in the first payroll period after the Date of Ratification based on the hours worked and as defined in this Agreement.

21.4

**No Pyramiding**

There shall be no compounding or pyramiding of premium pay and only the highest applicable rate shall be paid for an hour of work performed under this Agreement.

21.5

**Wage Statements**

The Employer agrees to furnish each employee, on regular established paydays, a wage statement showing the name of the employee, period covered, hours worked, rate of pay, total amount of wages paid and deductions made.

**Article 22 – Health and Welfare**

22.1

Employees working thirty (30) or more hours per week will be eligible for the following Company benefits based on the following schedule:

- On the first of the month following thirty (30) days of service:
- Retirement: 401(k)
- On the first of the month following fifty-five (55) days of service:
  - Health Benefits: Medical, Dental, Vision Insurance
  - Flexible Spending Accounts & Health Savings Accounts
  - Pre-Tax Commuter Benefits
  - Supplemental Life and AD&D Insurance
  - Accident, Critical Illness & Hospital Confinement Plans
  - Employee Assistance Program
  - Employee Discount
- After one year of service:
  - Paid Parental Leave

22.2

Employees covered by this agreement will not be eligible to participate in the Company's Employee Stock Ownership Plan (ESOP).



22.3

**Employee Assistance Plan (EAP)**

The Company will provide employees free access to the Employee Assistance Program, a free, confidential helpline for personal issues available 24 hours a day, seven days a week.

22.4

Appendix B provides the current health benefit plan descriptions. Plans are renewed on January 1<sup>st</sup> each year, will be updated annually, and may change from time to time.

**Article 23 – Holidays**

23.1

The Company currently recognizes the following holidays:

1. New Year’s Day
2. President’s Day
3. Memorial Day
4. Juneteenth
5. Independence Day
6. Labor Day
7. Thanksgiving Day
8. Christmas Day

23.2

**Holiday Pay**

Full time employees will receive 8 hours of holiday pay at their regular rate of pay for each company recognized holiday. Any employee working a company holiday will receive holiday pay plus their regular wages for the day worked.

Unplanned absences that occur on the scheduled shift before or after a paid company holiday will result in the loss of holiday pay.

Holiday hours do not count toward overtime calculations.

23.3

**Holiday Closures**

The Employer will determine if the company remains open during recognized holidays. The employer will provide a minimum of thirty (30) calendar days’ notice if the business will not be closed for a recognized holiday.

23.4

**PTO and Holidays**

The Employer will approve PTO requests based on business needs. Staffing levels may limit the approval of PTO around a holiday. Requests will be approved on a first come first served basis taking seniority into account.

## **Article 24 – Paid Time Off**

### 24.1

Paid time off (PTO) provides employees with paid time away from work that can be used for vacation, personal time, personal illness, time off to care for family or household members, or for any reasons set forth in Seattle's Paid Sick and Safe Time Ordinance (SMC 14.16) in accordance with Washington state law.

#### 24.1.1

“Family member” includes the following individuals, without regard to age: a spouse, registered domestic partner, child, stepchild, foster child, sibling, parent, grandparent, grandchild, and parent-in-law.

“Household member” includes: child, stepchild, foster child, sibling, parent, stepparents, stepchildren, grandparents, grandchildren, current and former spouses and domestic partners, persons who have a child in common, adult persons related by blood or marriage, adult persons who have resided or are residing together, and persons 16 years of age or older who are or were residing together and who are or were in a dating relationship.

To the extent there is conflict between this policy and any applicable ordinances or laws, the applicable ordinance or law shall govern and the portion of an employee’s PTO attributable to mandated sick time shall be administered in accordance with those ordinances or laws.

### 24.2

#### **Eligibility**

All full-time employees, regardless of overtime exemption status, are eligible to use accrued and planned PTO after ninety (90) days of employment. PTO may be used for sick and safe leave upon hire. Employees may not use more PTO than accrued.

### 24.3

#### **Accrual Rate**

New hires will receive a one-time allotment of eight (8) hours of PTO upon completion of their 90<sup>th</sup> calendar day of employment.

Full time employees can accrue up to one hundred and twenty (120) hours of PTO during their first year of employment. PTO hours are accrued at a rate of one hour of PTO for every seventeen point thirty-three (17.33) hours worked. The maximum accrual does not include the one-time allotment.

After one year of continuous service, employees can accrue up to one hundred and fifty-two (152) hours of PTO per calendar year. PTO hours are accrued at a rate of one hour of PTO for every thirteen point sixty-eight (13.68) hours worked.

After three years of continuous service, employees can accrue up to one hundred and sixty-eight (168) hours of PTO per calendar year. PTO hours are accrued at a rate of one hour of PTO for every twelve point thirty-eight (12.38) hours worked.

For PTO accrual purposes only, Holiday and PTO hours applied on regularly scheduled shifts will count as hours worked.

Employees receive accruals each pay period.

24.4

**Usage**

PTO will be applied in the amount of time actually absent from work, based on the smallest increment of hourly pay currently used by the Company.

24.5

**PTO Requests**

PTO must be scheduled at least fourteen (14) in advance and have supervisory approval, except in the case of emergencies.

Each department has thresholds for how many employees may schedule time away at one time. The Company also has certain events and business needs that may limit employees' ability to take PTO, such as Magic the Gathering releases, special events and operations during holidays. As such, the Company has the sole discretion to grant or deny any PTO request, based on a variety of factors, including the needs of the business, in accordance with state law. PTO that has been approved may not be rescinded unless by mutual agreement.

24.6

**Maximum Accrual**

There is no cap on the total amount of accrued PTO an employee may use in a year. Unless otherwise restricted by law, all accrued PTO must be exhausted prior to or in conjunction with any other leave taken.

24.7

**No Retaliation**

There will be no retaliation for the usage of PTO.

24.8

**Blackout**

While on PTO Employees will be blacked out, meaning employees will not be on-call, expected to work, or expect communication.

24.9

**Carryover**

Employees may carryover up to eighty (80) hours of PTO to the following calendar year.

24.10

## **Cash Out**

The Company does not permit the cash out of PTO hours in exchange for additional earnings.

24.11

### **Termination of Employment**

Upon separation of employment, employees will be compensated for all accrued but unused PTO, up to eighty (80) hours, at their regular rate of pay.

24.12

### **Rehire**

When an employee is rehired within twelve (12) months of separation, the company will reinstate the employee's PTO balance as of their date of separation minus any PTO cashed out, unless severance pay has been received.

## **Article 25 – Bereavement**

25.1

Employees shall be allowed up to five (5) paid days within a twelve (12)-month period for any loss of hours from their normal scheduled workweek for death in the immediate family as defined below.

Bereavement leave will be paid only with respect to a workday on which the employee would otherwise have worked and shall not apply to an employee's scheduled days off, holidays, vacation, or any other day in which the employee would not, in any event, have worked. Scheduled days off will not be changed to avoid payment of bereavement leave. Bereavement leave shall be paid for at the employee's straight-time hourly rate without any applicable premiums. Immediate family shall be defined as spouse, cohabitating person, son, daughter, mother, father, mother-in-law, father-in-law, grandparents, brother, aunt, uncle, sister, cousin, niece, nephew, stepchildren, grandchildren, current step-mother, current step-father, and domestic partner.

## **Article 26 – Paid Parental Leave**

26.1

The Company will provide 8 weeks paid leave to employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption or foster care. The purpose of this paid leave is to enable the employee to care for and bond with a newborn or newly adopted or newly placed child. This policy will run concurrently with WA Paid Family and Medical Leave, and Family and Medical Leave Act (FMLA) leave, as applicable.

26.2

### **Eligibility**

Eligible employees must meet the following criteria:

- Full time, regular employees who have been with the Company for a minimum of 12 months.
- Employees who have an approved claim for Washington State Paid Family or Medical Leave (PFML)

In addition, employees must meet one of the following criteria:

- Have given birth to a child.
- Be a spouse or domestic partner of a person who has given birth to a child.
- Have adopted a child or been placed with a foster child (in either case, the child must be age 17 or younger). The adoption of a child by a new spouse is excluded from this policy.

26.3

#### **Coordination with State Leave**

The State benefit will be paid by the Employment Security Department (ESD) and the Company will pay the difference between your regular weekly wages and the portion you are eligible to receive from the State for the 8-week duration of Parental Leave. Employees must provide a copy of their approval letter from the State to the Company. Employees will file weekly claims with the ESD as payment will come directly from ESD.

26.4

#### **Benefit Coordination**

The Company will maintain all benefits for employees during the paid parental leave period just as if they were taking any other company paid leave such as paid time off (PTO).

If a company holiday occurs while the employee is on paid parental leave, such day will be charged to holiday pay; however, such holiday pay will not extend the total paid parental leave entitlement.

After the paid parental leave is exhausted, employees may then exhaust their accrued but unused PTO balance as well.

26.5

#### **Requests for Paid Parental Leave**

Employees must provide their Supervisor and Human Resources with notice of the request for leave at least 30 days prior to the proposed date of leave.

### **Article 27 – Leave of Absence**

27.1

The Company will comply with applicable Federal, State, and Local leave policies.

### **Article 28 – Professional Appearance**

28.1

All employees are required to wear closed-toe shoes and follow their departmental safety standards. The dress code will be maintained in the employee handbook.

## **Article 29 – Inclement Conditions**

29.1

### **Closure Conditions**

Conditions that can lead to a change in operating hours or closure include but are not limited to the following. All measurement of conditions will be made at the primary work locations for the Company.

- Power outages greater than two hours (day or night)
- Buildings are without water forcing an immediate closure
- Significant snowfall or ice accumulations that result in the shutting down of mass transit
- Hazardous conditions such as a chemical spill, gas main breach,
- Police activity, fire, etc. force the immediate evacuation of the property
- Significant smoke or ash conditions that result in emergency measures by mass transit
- Significant heat conditions that result in emergency measures by mass transit

In general, closure should occur if conditions are projected to last longer than 4 hours

29.2

If it is announced that a business unit location or office will be closed or is closing due to inclement conditions, all full-time nonexempt employees normally scheduled to work that day will be paid for those hours which the employee would normally have worked.

29.3

If the closure extends beyond one day, all full-time nonexempt employees will receive hourly pay for their normally scheduled hours for up to one workweek. A workweek is defined as the 7 calendar days starting the day of business closure.

29.4

For an unlikely emergency that extends beyond one workweek, after the first workweek, employees are expected to use paid time off (PTO) to cover additional days that the company may be closed to ensure that they continue to receive their pay. No overtime will be paid during this period as overtime is only paid on hours worked. If the employee has no available PTO, then this time off will be without pay. Unpaid time off may only be taken after all available PTO is used.

29.5

Employees who are unable to work when our business remains open during inclement conditions may use their PTO, work with their management to make up time, or take unpaid time off. In accordance with the PTO policy, all available PTO must be used prior to taking unpaid time. These absences that occur due to inclement weather will be considered excused and will not result in disciplinary action when county transit authority in the county where the facility is located implements emergency measures.

29.6

Once the company reopens, employees who do not return to work will no longer receive closure pay.

29.7

**Benefits Coverage**

During the closure of operations, Card Kingdom will continue to provide coverage for all employees with the company's standard health insurance plan and other benefits such as life insurance and short- and long-term disability insurance for up to 30 calendar days.

29.8

Other than excused absences in accordance with 29. 5, all pay, leave, and attendance policies currently in place will apply, regardless of the circumstances of the absenteeism.

29.9

**Return to Work After Closure**

When the company closure ends and we return to normal operating hours, all employees are expected to report to work. Payment of salary or hourly wages ends on the day the company reopens if the employee does not show up for work, or work remotely, whatever is the employee's normal working arrangement.

Employees who cannot return to work at the end of the company closure must arrange additional time off with their manager. If the employee has used up PTO, they can arrange for unpaid time off or extended leave depending on the circumstances.

**Article 30 – Employment Conditions**

30.1

All items required by the Employer shall be furnished and kept in repair by the Employer at no cost to the employee.

30.2

Working fans shall be placed in all rooms for employee's health and safety protections.

30.3

Breakrooms shall have: working refrigerator large enough for all employees to utilize; microwave, table and chairs.

30.4

All employees will have access to fatigue mats.

**Article 31 – Duration**

31.1

This Agreement shall be in full force and effect from ratification, through 7/27/2026 (3 years from ratification date), at which time it shall be automatically renewed for a period of one (1) year from said date, and thereafter for each year upon each anniversary of said date without further notice; provided, however, that either party may open this Agreement for the purpose of discussing a revision no later than sixty (60) days prior to said expiration date of each anniversary thereof upon written notice being served upon either party by the other.

**Signatures**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement this 17 day of April 2024.

**FOR THE UNION:**

United Food and Commercial Workers, Local 3000

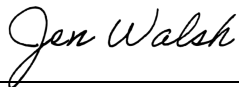


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Faye Guenther  
President

**FOR THE COMPANY:**

**Card Kingdom, Inc.**



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NAME HERE Jen Walsh, Director of Human Resources  
TITLE HERE



## **Memorandum of Understanding – Voluntary Exit Program**

1.1

Employees covered under this Agreement will have the option to choose a one-time Voluntary Exit Program. The program payments will be calculated as defined in Article 13.5.1.

1.2

Employees must elect to participate in the Voluntary Exit Program no later than 11:59PM on the seventh (7) day after the Ratification of this Agreement. Elections must be made via an electronic form to be furnished by the Employer.

1.3

The last day of employment for employees participating in the Voluntary Exit Program will be set as the last day of the last payroll sixty (60) days after Ratification of the Agreement.

1.4

Employees electing this option must remain in good standing as defined within the Agreement to receive Voluntary Exit Program payments.

1.5

Those electing the Voluntary Exit Program will receive a lump-sum payment on the payroll date after the Termination Date as defined in the separate agreements defined in Section 1.10.

Voluntary Exit Program payments will be subject to federal, state, and local withholdings.

1.6

Voluntary Exit Program payments will be calculated based on the Employees' original date of hire if they were previously laid off and returned to work.

1.7

Employees electing the Voluntary Exit Program are eligible to apply for any open role for which they are qualified and if selected, be reinstated with full seniority/proficiency if rehired within 6 months of Termination Date.

Any employees rehired within six (6) months of Termination Date will no longer be eligible for any severance pay offered within twelve (12) months of their rehire date.

1.8

No discipline will be reflected in employees' files as a result of this separation, consistent with Article 5.

1.9

Voluntary termination letters shall be provided to employees choosing to leave Card Kingdom within fourteen (14) days of Termination Date.

1.10

Those electing the Voluntary Exit Program will sign separate agreements.

## **Memorandum of Understanding – Change in Operating Hours**

Card Kingdom, Inc. (CKI or Employer) operates twenty-four (24) hours per day, seven (7) days per week. The Employer will change operating hours to 6:30AM to 11:30PM US Pacific Time, seven (7) days per week as agreed upon in Article 14 – Shifts, Schedules, and Hours Worked. In consideration of this change in operating hours, the following Memorandum of Understanding (MOU or Agreement) is agreed to between the Employer and members of the UFCW 3000.

### 1.1

Compensation for employees moving to other shifts within proposed operating hours:

Upon the effective date of this Memorandum of Understanding (MOU), a Transition Date will be designated by the Employer. This Transition Date will be used to measure all timeframes noted in this document. The Transition Date shall be announced a minimum of four (4) weeks prior to the date of transition.

#### 1.1.1

Decisions of impacted employees must be communicated to the Employer two (2) weeks prior to the Transition Date.

### 1.2

Upon the effective date of this MOU, employees that are required to move to a different shift will be guaranteed one (1) week paid time off to adjust their daily schedule.

#### 1.2.1

This one-time paid time off benefit will comprise of five (5) paid workdays off and the existing two (2) weekend days for each employee.

#### 1.2.2

This one-time paid time off benefit must be used in the workweek starting on the Transition Date.

### 1.3

Preferred shifts must be submitted two (2) weeks before the Transition Date. If more employees volunteer than shifts are available, seniority will supersede (first seniority of time in position and second seniority of time at company). Current weekend schedules will not change unless by mutual agreement.

### 1.4

The 15% shift differential for hours worked will be maintained for 4 (four) pay periods after the Transition Date for those moving shifts.

### 1.5

Employees may, with HR approval, change shifts within three (3) weeks post Transition Date.

### 1.6

Employees who choose to remain with Card Kingdom as of the Transition Date will have the option to elect a package under the Memorandum of Understanding – Relocation. All terms and conditions for those packages are defined in the above referenced MOU.

#### 1.7

In the event the Employer decides to reimplement its current operating hours within twelve (12) months of the Transition Date, those employees impacted by this Agreement, including those that chose to leave Card Kingdom, may apply for any open role for which they are qualified and if selected, will be given first option for shifts within those extended operating hours.

### **Memorandum of Understanding – Relocation**

Card Kingdom, Inc. (CKI or Employer) and the Union agree to the consolidation of roles within the bargaining unit listed in Article 1 from multiple locations to one warehouse in the Company's new location by May 2024.

#### 1.1

Employees who will be based in the Company's new location will elect either a relocation or exit package. Employees must make their election no later than 30 days after the ratification of this MOU. Should an employee not make an election by the aforementioned date, all benefits outlined in this MOU will not be made available to that employee.

##### 1.1.1

PACKAGE 1: The retention and job relocation package will include:

- \$1,400 retention and job relocation bonus, to be paid out on the following dates:
  - \$400 to be paid upon ratification.
  - \$500 to be paid sixty (60) days after ratification.
  - \$500 to be paid upon the Company's relocation.
- Additional benefits provided upon the Company's relocation for six (6) months:
  - \$75 transportation stipend monthly
  - No penalty period for tardiness (up to 30 minutes after scheduled shift start time) under Article 15 (Attendance & Punctuality).

##### 1.1.2

PACKAGE 2: The retention and exit package will include:

- \$1,100 retention and exit payment, to be paid out on the following dates:
  - \$300 to be paid upon ratification.
  - \$300 to be paid sixty (60) days after ratification.
  - \$500 to be paid upon the Company's relocation.
- Employees' date of hire will be their original date of hire if they were previously laid off and returned to work.

#### 1.2

Employees who leave the Company prior to payment dates as defined in Section 1.1 will not receive payments under those packages. No reimbursement will be required of payments received by an employee who leaves the Company before the completion of the dates within a package.

1.3

Employees who elect the relocation option will begin work in the Company's new location on February 1, 2024.

### **Memorandum of Understanding – LMC First Meeting**

By and Between

UFCW 3000 and Card Kingdom

This Memorandum of Understanding ("MOU") is entered into by and between Card Kingdom ("Employer") and United Food and Commercial Workers Union Local 3000 ("Union") in response to the Labor Management Committee.

The Labor Management Committee will discuss at the first meeting, within 60 days of the ratified contract the following items:

- Gender Affirming healthcare access.
- Alternate work schedules
- Overnight transition process
- Operation and relocation changes

## Appendix A

Per Article 1	Reference Info		
Job Titles	CKI Department-Team	Updated Job Title	Wage Table
Grader	Purchasing Operations - Grading	Operations Specialist	Table 1
Product Intake Operations Specialists	Purchasing Operations - Grading	Operations Specialist	Table 1
Inventory Specialist	Purchasing Operations - Inventory & Restock	Operations Specialist	Table 1
Machine Operator	Fulfillment Operations - Machine Operations	Operations Specialist	Table 1
Fulfillment Specialists	Fulfillment Operations - Fulfillment	Operations Specialist	Table 1
Production Associate	Fulfillment Operations - Fulfillment	Operations Specialist	Table 1
Shipping Associate	Fulfillment Operations - Fulfillment	Operations Specialist	Table 1
Warehouse Inventory Specialists	Warehouse Operations -- Overstock & Card Processing	Operations Specialist	Table 1
Warehouse Specialists	Warehouse Operations -- Overstock & Card Processing	Operations Specialist	Table 1
Warehouse Specialists	Commerce -- Receiving	Operations Specialist	Table 1
Product Assembly Specialists	Warehouse Operations -- Product Assembly	Operations Specialist	Table 1
Grading Lead	Purchasing Operations - Grading	Purchasing Lead	Table 2
Product Intake Operations Lead	Purchasing Operations - Grading	Purchasing Lead	Table 2
Inventory Lead	Purchasing Operations - Inventory & Restock	Purchasing Lead	Table 2
Machine Operations Lead	Fulfillment Operations - Machine Operations	Machine Ops Lead	Table 2
Fulfillment Lead	Fulfillment Operations - Fulfillment	Fulfillment Lead	Table 2
Production Lead	Fulfillment Operations - Fulfillment	Fulfillment Lead	Table 2
Shipping Lead	Fulfillment Operations - Fulfillment	Fulfillment Lead	Table 2
Third-Party Fulfillment Coordinator	Fulfillment Operations - Fulfillment	Fulfillment Lead	Table 2
Warehouse Lead	Warehouse Operations -- Overstock & Card Processing	Warehouse Lead	Table 2
Warehouse Lead	Commerce -- Receiving	Warehouse Lead	Table 2
Product Assembly Lead	Warehouse Operations -- Product Assembly	Conversions Lead	Table 2

**Card Kingdom, Inc. and UFCW 3000**

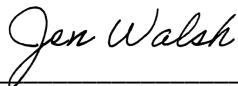
**Memorandum of Understanding**

**Make-up time and PTO**

Make-up time will be made available for employees for lost minutes due to lateness or leaving early within the grace period. During periods of time that are greater than the grace period, make-up time may be made available within the same pay week for employees who communicate in writing prior to the absence and make arrangements with their direct Supervisor. In cases with extenuating circumstances, employees will generally be able to work with their direct Supervisor to make arrangements in writing for make-up time after the start of their scheduled shift and within the same pay week. Any scheduled make-up shifts are subject to the same callout procedure outlined in Article 15.3. Notwithstanding the language in Article 15.8, any time covered through make up time will not be considered unsatisfactory attendance or subject to discipline.

If employees are unable to stay for make-up time or it is unavailable, employees may submit PTO requests to cover any missing time by the end of the pay week, Sunday at 11:59 pm, or the time will be considered unpaid and subject to disciplinary action outlined in Article 15.6. Any PTO applied to an employee's timecard will not be considered unsatisfactory attendance as agreed in Article 24.7 No Retaliation.

This change will be effective upon agreement by both parties and will not be retroactive.



Card Kingdom Representative

4.17.2024

Date



UFCW 3000 Representative

2.29.24

Date

# THE UNION DIFFERENCE

**As a union member, you have certain rights at your workplace:**

## A Voice at Work

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Because you have a union, you have a voice at work. A negotiating committee of union members and staff negotiate with management—as equals—over wages, benefits, working conditions, and other issues. The union committee pushes for the issues that union members choose. The result of negotiations is a proposed contract which members vote on before it takes effect.

## Right to Union Representation

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Every union member has the right to union representation during an investigatory interview that could lead to discipline. This is called your “Weingarten” right, after a Supreme Court case which established the right to representation.

## Just Cause for Discipline

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The just cause provision in your union contract ensures you have due process in cases of discipline. The just cause standard is a well-defined set of legal rules that involve several different “tests” of a disciplinary action. The tests of just cause provide considerable protection against retaliation, discrimination, or other unfair actions.

## The Security of a Union Contract

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As a union member, your wages and working conditions are spelled out in writing in a legally-binding union contract. You are not alone at the workplace—instead, you have the security of knowing that your rights are protected by your union contract and backed up by the 50,000 other members of UFCW 3000.

## Union Leadership

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UFCW 3000 leadership is provided by the member-elected Executive Board. The Executive Board is made of rank-and-file UFCW 3000 members from diverse workplaces, income levels and backgrounds.

# My Shop Steward is:

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# My Union Rep is:

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*Building a powerful Union that fights for economic,  
political and social justice in our workplaces  
and in our communities.*

**Seattle:** 5030 First Ave S, Suite 200, Seattle, WA 98134-2438

**Mt. Vernon:** 1510 N 18th St, Mt Vernon, WA 98273-2604

**Des Moines:** 23040 Pacific Hwy S, Des Moines, WA 98198-7268

**Silverdale:** 3888 NW Randall Way, Suite 105, Silverdale, WA 98383-7847

**Spokane:** 2805 N Market St, Spokane, WA 99207-5553

**Spokane:** 1719 N Atlantic St., Spokane, WA 99205

**Tri-Cities:** 2505 Duportail St, Suite D, Richland, WA 99352-4079

**Wenatchee:** 330 King St, Suite 4, Wenatchee, WA 98801-2857

**Yakima:** 507 S 3rd St, Yakima, WA 98901-3219

[WWW.UFCW3000.ORG](http://WWW.UFCW3000.ORG)

UFCW3000



**UFCW3000**

1-800-732-1188 | MEMBER RESOURCE CENTER 1-866-210-3000

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