

Agreement by and between

UFCW 3000

and

Crossroads Trading Company

Effective: 4/7/2022 - 4/7/2025

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

TABLE OF CONTENTS

Article 1	Recognition And Bargaining Unit	3
Article 2	Union Security	3-5
Article 3	Management Rights	5-6
Article 4	Employment Practices	6
Article 5	Discipline and Discharge	6-8
Article 6	Seniority	8-9
Article 7	Leaves of Absence	9-10
Article 8	Hours of Work and Overtime	11-12
Article 9	Classifications and Minimum Rates of Pay	12-13
Article 10	Holidays	13
Article 11	Vacation Time	13-14
Article 12	Sick and Safe Leave	14-15
Article 13	Bereavement Leave	16
Article 14	Health, Welfare, and Retirement Benefits	16
Article 15	Workplace Safety	16-17
Article 16	General Provisions	17-18
Article 17	Grievance Procedure	18-19
Article 18	No Strike No Lockouts	19
Article 19	Labor Management Committee	19
Article 20	Separability	20
Article 21	Duration of Agreement	20

PREAMBLE

This Agreement is made and entered into by and between Crossroads Trading Company (hereinafter referred to as the "Employer") and United Food and Commercial Workers or UFCW Local 3000 (hereinafter referred to as the "Union").

It is the intent and purpose of the Employer and the Union to promote and improve Labor Management relations between them and to set forth the understanding reached between the parties with respect to wages, hours of work and conditions of employment for bargaining unit employees.

In consideration of the mutual agreements between the parties hereto, and in consideration of their mutual desires in promoting the efficient conduct of business and in providing for the orderly settlement of disputes between them, the parties to this Agreement agree as follows:

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

Section 1.1 The Employer hereby recognizes the United Food and Commercial Workers Union Local No. 3000 as the sole and exclusive Collective Bargaining Agency for a unit consisting of all employees employed at Crossroads Trading Company Capitol Hill (325 Broadway E, Seattle, WA 98102) establishments under the direct control of the Employer party to this Agreement, with respect to rates of pay, hours and other conditions of employment, except and excluding the Assistant Manager, Store Manager and all other supervisory employees within the meaning of Section 2 (11) of the National Labor Relations Act as amended. All work of handling and selling of merchandise in such establishment(s) covered by this Agreement shall be performed only by employees of the Employer within the unit referred to above for which the Unions are recognized as the sole Collective Bargaining Agencies by the Employer.

Section 1.2 The Employer shall inform any legal successor that there is a Collective Bargaining Agreement in place. The Employer must notify the purchases at least sixty (60) days prior to the closing of the transaction about the CBA and copy the Union with notice to the purchaser.

Section 1.3 In the event the Employer decides to subcontract unit work, it will not reduce the hours available to employees covered by this Agreement.

Section 1.4 The Employer shall notify the Union of its intention to create new job classifications that are within the bargaining unit.

ARTICLE 2 - UNION SECURITY

Section 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 sixtieth (60th) day 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 sixtieth (60th) day following the beginning of such employment become and remain members in good standing in the Union.

Section 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.

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 notify such staff person within fifteen (15) days of receipt of the letter that if she/he has 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, his/her employment shall automatically be suspended.

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 his/her 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 his/her former position on the next weekly schedule.

Section 2.3 The Employer shall supply to the Union on a monthly basis a list of all union employees covered by this Agreement. The list shall be sent electronically and shall include the employee's name, address, phone number, email address, department, job classification, date of hire, social security number, and wage rate. The Union will provide a secure method to upload the requested information in such a way to protect employees' personal information. Each month the Employer will also include an electronic list of new hires and terminations during 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.

Section 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 check payable to its order. Included with the check 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 a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union will provide a secure method to upload the requested information in such a way to protect employees' personal information.

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 requirement to comply with Section 2.7.

Section 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).

2.5.1 The parties recognize that the Union is obligated under the Federal Election Campaign Act (FECA) to reimburse the Employer for its reasonable cost of administering the political action fund deduction provided for in this Agreement. The Employer and Union agree that one-quarter percent (.25%) of all amounts collected for this fund is a reasonable amount to cover Employer costs of administering this deduction. Accordingly, the parties agree that the Employer will retain one-quarter percent (.25%) of all amounts deducted for the voluntary political action fund to reimburse the employer for its reasonable costs of administering the deductions.

ARTICLE 3 – MANAGEMENT RIGHTS

Section 3.1 Subject to the express terms and conditions of this Agreement, the management of the store and the direction of the work force, including the right to hire, assign, suspend, transfer, promote, discharge or discipline for just cause, and to maintain discipline and efficiency of its employees and the right to relieve employees from duty because of lack of work or for other reasons; to require reasonable overtime work by employees; the right to establish standards of performance and staffing requirements; to promulgate rules, regulations and personnel policies; the right to determine the extent to which the store shall be operated and to change such methods or processes or to use new equipment or facilities; the right to establish, change and adjust work schedules, to extend, limit or curtail its operations is vested exclusively in the Employer. The employer also retains the right to utilize temporary employees, the right to subcontract and has to exclusive right to layoff employees in its sole discretion. The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be

construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function. All matters not covered by the language of this Agreement shall be administered by the Employer in accordance with such policies and procedures as it from time to time shall determine.

ARTICLE 4 – EMPLOYMENT PRACTICES

Section 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. The Employer further agrees to enact policies and practices that promote equity, diversity, inclusion, and that works towards eliminating racism in the workplace, which aspire to actively build an organizational culture and inclusive work environment where everyone feels heard, respected and engaged.

4.1.1 General Identity: The Employer will allow employees to use their preferred name and pronouns on any form of company identification (e.g. name tags, time cards, embroidered uniform, etc.), and will also change all possible records (when technologically feasible) so that they use the names Employees preferred name and the pronoun. Restrooms are unisex.

Section 4.2 Job Posting. All job postings shall be listed on the Employer’s recruitment platform. Employees who are interested in a job shall inform their Store Manager who will offer to put employees on a Growth Plan if performance merits advancements to position. If two employees want to be promoted for the same position at the same time and only one promotion is available, and both employees are equally qualified for the position as determined solely by Employer, then the employee who was hired first, shall be giving the position.

Section 4.3 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 such practice shall be subject to discipline, which may include termination.

Section 4.4 Floating: No bargaining employee shall be required to work at another Crossroads Trading Co location. If an employee voluntarily agrees to work at another Crossroads Trading location, then all provisions of the parties collective bargaining agreement shall apply to the employee when working at the other facility.

ARTICLE 5: DISCIPLINE AND DISCHARGE

Section 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 Formal Warning phase (Section 5.3.2) and onward of the Employer’s Progressive Discipline Policy, unless otherwise provided by law.

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 immediate discharge. Employer reserves the right to impose corrective action up to and including termination for actions not specifically listed here. The following list is merely a sampling and should not be construed as exhaustive:

- a) Falsification of employment records (e.g. employment information, time and attendance, or other records.)
- b) Exhibiting impaired behavior while working under the influence of alcohol or illicit substances. "Illicit substances" are defined as all drugs, narcotics, inhalants, and intoxicants for which possession or misuse is made illegal under federal, state, or local laws, including cannabis and cannabis products. It includes prescription drugs not being used for prescribed purposes, or by the person to whom it is prescribed, or in prescribed amounts.
- c) Carrying firearms or any other dangerous weapons, at any time, on premises owned or occupied by Employer or while conducting Employer business, unless weapon is a non-lethal device carried for Employee's personal protection and item is kept securely within Employees' personal belongings and held in designated staff area and is not carried on Employees' person while at work.
- d) Engaging in criminal conduct while on duty.
- e) Use of abusive or threatening language toward any colleague, manager or member of management, with an intention to physically harm, threaten or intimidate, or the use of any racial slurs.
- f) Committing a fraudulent act (e.g., doing a fake buy).
- g) Sexual or other harassment or discrimination.

5.1.2 Job abandonment occurs if employee is absent from work for 2 days without calling in and speaking directly with the acting manager, or Employee leaves their shift without the acting manager's permission (except in cases of emergency and as long as Employee contacts manager within 24 hours, or as soon as reasonably possible). If either of the situations above occurs, Employer will assume that Employee has voluntarily abandoned their position and will terminate their employment.

5.1.3 Violations of Employer's Attendance and Punctuality Policy will be handled in accord with process defined in Employer's Staff Handbook. The circumstances surrounding a violation, such as the severity, the employee's work record, the impact the conduct and performance issues have on our organization, the number of times it has occurred and whether the offense is repeated despite coaching, counseling and/or training, will be considered and will determine what action should be taken. The level of disciplinary intervention also may vary. Employer reserves the right to combine or skip steps depending upon the facts of each situation and the nature of the offense.

Section 5.2 Employer's Progressive Discipline Policy, except in serious cases warranting immediate escalated discipline or discharge, will follow sequentially: Coaching Conversation, Formal Warning, and Final Warning.

5.2.1 Coaching conversation

If the employee's performance or conduct falls short, the Manager/Supervisor will meet with the employee and talk with them about what is needed to meet expectations - For most employees, hopefully this will be all that's needed in meeting expectations of successful job performance. Employees are required to acknowledge receipt of the coaching conversation with their signature. Refusal of an employee to sign does not invalidate the coaching. This will be placed in the employee's file and remains valid for 12 months.

5.2.2 Formal Warning

If after the employee's coaching conversation 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. Hopefully, this will help the employee better understand what their focus should be to improve their performance or conduct. During this step the employee's Manager 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 Formal Warning with their signature. Refusal of an employee to sign does not invalidate the formal warning. This will be placed in the employee's file and remains valid for 12 months.

5.2.3 Final Warning

Finally, if after the coaching conversation and formal warning 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 expectations as earlier discussed. If the employee demonstrates improvement, has met Employer's expectations and meets the objectives outlined in the Final Warning for a period of 12 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 12 months period following the Final Warning, the Employer will terminate the employee.

ARTICLE 6: SENIORITY

Section 6.1 Attainment of Seniority

6.1.1 All employees shall attain seniority after ninety (90) calendar days with the employer.

6.1.2 Upon completion of this period, seniority shall date back to the most recent date of hire.

Section 6.2 Application of Seniority

6.2.1 Layoff: Where there is a reduction of the number of employees holding seniority within such store, the last employee hired within job classification shall be the first employee laid off, provided qualifications and ability are equal in the sole discretion of the

employer. In the event of a store closure, the affected employees shall be considered laid off at the time of the closure.

Section 6.3 Recall from a Layoff

6.3.1 Where this is an increase in the number of employees in a given job classification, the last employee laid off from that job classification shall be the first employees rehired. In the cases where two or more employees are laid off on the same day within the same job classification, the senior employee shall be the first rehired, provided qualifications and ability are equal in the sole discretion of the employer.

6.3.2 Employees shall be required to inform the Employer of their current addresses and phone. Employees rehired in accordance with 6.3.1 shall be notified via email or text to report to work.

6.3.3 The Employer will make every effort to contact the recalled employee, however, recalled Employees who do not respond within three (3) calendar days of notice will forfeit their right to recall.

Section 6.4 Loss in Seniority

6.4.1 Except as otherwise provided for in Article 7 – Leave of Absence, seniority shall be broken and the employee’s services shall be terminated for the following reasons:

6.4.2 Voluntary quit;

6.4.3 Discharge in accordance with Article 5.

6.4.4 Absence caused by a layoff in excess of twelve months (12).

6.4.5 Absence caused by an illness or non-occupational accident of more than twelve (12) months, unless an extension of an illness or non-occupational related leave of absence is approved by the Employer;

6.4.6 Absence caused by an occupational accident in excess of the amount of time approved by the in-network worker’s compensation physician and the Washington State Labor & Industries, unless a longer period is agreed upon between the Employer and the Union;

6.4.7 Failure to report to work three (3) calendar days following the notice referred to in Section 6.3.3.

6.4.8 Failure to report to work immediately following a Leave of Absence as provided for under Article 7.

ARTICLE 7: LEAVE OF ABSENCE

Section 7.1 Personal leaves for any reason may be granted at the sole discretion of the Employer to employees regardless of length of service.

7.1.1 Upon request of the Union, personal leaves of absence without pay for Union business.

Section 7.2 Any request for a leave of absence under the terms of Sections 7.1 and 7.2 shall be in writing and state the following information:

7.2.1 Reason for such request;

7.2.2 Date leave is to begin; and,

7.2.3 Date of return to work.

Section 7.3 **Family and Medical Leave.** The Employer will provide family and medical leave to eligible employees in accordance with federal/state law.

Section 7.4 **Washington Paid Family and Medical Leave.** The Employer will provide paid family and medical leave benefits pursuant to Title 50A RCW. The Employer will also let employees know about other benefits that are available to them under the law such as the Washington Family Leave Act, FMLA and any other type of protected leave they may be eligible for.

Section 7.5 Leaves due to occupational injuries incurred while working for Employer, shall be granted for a period determined by the in-network worker's compensation medical provider and Washington State Labor & Industries, regardless of the employee's length of service with the company, unless a longer period is agreed upon between the Employer and the employee.

Section 7.6 The employee must be qualified to resume their regular duties upon return to work from an approved leave of absence.

7.6.1 A doctor's certificate verifying that the employee is able to resume their normal duties must be furnished if requested by the Employer. However, the employer's requirements for verification may not result in an unreasonable burden or expense on the employee and may not exceed privacy or verification requirements otherwise established by law. The Employer may work with the Employee to reduce the burden or expense of obtaining a doctor's note if the Employer believes it may be unsafe for the employee to report to work.

7.6.2 The employee shall then return to the job previously held or to a job comparable with regard to rate of pay, on the first weekly schedule prepared after the Employer has received notice in writing of the employee's availability.

Section 7.7 Any employee who fails to return to work at the end of a leave of absence shall be terminated.

ARTICLE 8: HOURS OF WORK AND OVERTIME

Section 8.1 Overtime shall be paid in accordance with the State of Washington's overtime regulations.

Section 8.2 A minimum of twelve (12) hours shall be required between shifts. Otherwise, the premium of time and one-half (1-1/2) will be required for any hours that may be worked prior to the expiration of the twelve (12) hour period.

Section 8.3 No Pyramiding: There shall be no compounding or pyramiding of premium pay and overtime pay and only the highest applicable rate shall be paid for an hour of work performed under this Agreement.

Section 8.4 Rest Period: Employees shall be given paid rest breaks in accordance with State of Washington's rest period regulations. Employees may elect to combine breaks.

Section 8.5 Store Meetings: Required store meetings shall be paid and shall be considered time worked for the purpose of computing overtime.

8.5.1 Employees required to attend such meetings on their day off or who have been called back after an hour of off-duty time shall receive a minimum of a two (2) hour pay for such meetings.

Section 8.6 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, service fee paid, total amount of wages paid and deductions made.

Section 8.7 Secure Scheduling:

8.7.1 Good Faith Estimate of Work Schedules:

- a) For New Employees, The employer agrees to provide a written good faith estimate of the employee's work schedule at the time of hire, which should include a median number of hours the employee can expect to work each week.

- b) For Existing Employees: The Employer agrees to provide a revised written good faith estimate of their work schedule, including the median number of hours they can expect to work each week, on the employee's anniversary date.

8.7.2 Right to Request Input into the Work Schedule

At time of hire and during employment, the employee may identify any limitations or changes in work schedule availability. The employee has the right to request not to be scheduled for work shifts during certain times or at certain locations and the right to identify preferences for the hours or locations of work.

The employer shall consider and respond to employee requests as follows:

- a) If the employee's request is not due to a major life event, the employer shall engage in an interactive process with the employee to discuss the request. The employer may grant or deny the request for any reason that is not unlawful.
- b) If the employee's request is due to a major life event, the employer shall engage in an interactive process with the employee to discuss the request, and may require verifying information from the employee with adequate notice and reasonable time to respond. The employer shall grant the request unless the employer has a bona fide business reason for denial and shall provide a written response. In the event of a denial, the employer's written response shall provide an explanation of the complete or partial denial of the request, and the bona fide business reason for the decision.

8.7.3 General Schedule Requirements:

- a) Employer agrees to post work schedules at least 14 days before the first day of the work schedule. For new employees at time of hire, and for existing employees returning to work after a leave of absence, the employer may provide the employee with a written work schedule that runs through the last date of the currently posted schedule. Thereafter, the employer shall include these employee(s) in the schedule for existing employees.
- b) Once posted, the schedule cannot be amended except by mutual agreement between the employee and Employer.
- c) Employees will notify the Employer of mutually agreed upon shift swaps within same job classification or above, which will not be unreasonably denied by the Employer.
- d) Employees cannot be required to work outside of their posted schedule (e.g. clock-in before their scheduled shift, clock-out after their scheduled shift), except by mutual agreement.

ARTICLE 9: CLASSIFICATIONS AND MINIMUM RATES OF PAY

Section 9.1 Minimum rates of pay:

Classification	Minimum Rate of Pay
Floor Staff	\$19.00
Sales Buyer	\$19.50
Lead Cashier	\$19.75
Security Floor Associate	\$20.00
Floor Supervisor	\$20.50

Section 9.2 Across the Board Increases: On the first full pay period after the dates listed below, employees shall receive the following minimum wage increases:

Effective 4/01/2023 : \$0.75/hr

Effective 4/01/2024 : \$0.75/hr

Pay changes are effective on the first day of the pay period following April 1st of each year.

Section 9.3 No employee shall receive less than \$0.25 above Seattle's minimum wage.

Section 9.4 The wage rates as hereinafter set forth are minimum rates and do not prohibit the Employer from paying higher rates.

ARTICLE 10: HOLIDAYS

Section 10.1 Pay on a Holiday: Any employee working on New Year's Day, Independence Day, Martin Luther King Jr Day, and Labor Day will be paid time and one-half (1-½) their regular rate of pay.

Section 10.2 Holiday Rotation: Requests for time off on Holidays shall be approved on a first come first serve basis.

ARTICLE 11: VACATION TIME

Section 11.1 Vacation Time is accrued by Full Time Employees at:

Years	accrual rate	Vacation days per year
1	0.01923	5
2	0.02692	7
3	0.03846	10
4-6	0.04615	12
7-10	0.05769	15
11-14	0.06154	16
15+	0.06538	17

11.1.1 Up to 240 hours of Vacation Time may be carried over from one year to the next.

11.1.2 Employees will be cashed out of all accrued Vacation Time upon termination of employment.

11.1.3 For purposes of this section, "hours worked" shall include all hours of paid sick leave and paid vacation hours.

Section 11.2 Vacation time requests will be approved on a first come first served basis.

Section 11.3 The Employer will permit employees to withdraw a vacation request at the employee's request, even if the request has already been approved. However, under no circumstances will the Employer rescind vacation time off request approval without the employee's consent.

Section 11.4 Vacation time accruals are separate from Sick & Safe Leave outlined in Article 12, however, in the event an employee is out of sick leave accrual, they will be permitted (but not required) to use their vacation time accruals to cover their absence.

ARTICLE 12: SICK & SAFE LEAVE

Section 12.1 Employees accrue paid sick and safe leave at a rate of one hour for every thirty (30) hours worked beginning on the first day of employment. After an employee's ninetieth (90th) day of employment, eligible employees may use accrued paid sick and safe leave for:

12.1.1 An absence resulting from an employee's mental or physical illness, injury, or health condition (including elective surgeries); to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care.

12.1.2 To allow the employee to provide care of a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care of a family member who needs preventive medical care.

12.1.3 When the employee's place of business has been closed by order of a public official, for any health-related reason, to limit exposure to an infectious agent, biological toxin, or hazardous material.

12.1.4 When the employee's family member's school or place of care has been closed.

12.1.5 For any of the following reasons related to domestic violence, sexual assault, or stalking, as set out in RCW 49.76.030:

1) To enable the employee to seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or the employee's family or household members including, but not limited to, preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault, or stalking;

- 2) To enable the employee to seek treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault, or stalking, or to attend to health care treatment for a victim who is the employee's family or household member;
- 3) To enable the employee to obtain, or assist a family or household member in obtaining, services from a domestic violence shelter, rape crisis center, or other social services program for relief from domestic violence, sexual assault, or stalking;
- 4) To enable the employee to obtain, or assist a family or household member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault, or stalking, in which the employee or the employee's family or household member was a victim of domestic violence, sexual assault, or stalking; or
- 5) To enable the employee to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family or household members from future domestic violence, sexual assault, or stalking.

Section 12.2 Employees may carry over up to 72 hours of accrued, unused paid sick and safe leave to the following year.

Section 12.3 When there is a separation from employment and the employee is rehired within 12 months of separation, previously accrued paid sick and paid safe time that had not been used shall be reinstated. If there is a separation of more than 12 months, the employer shall not be required to reinstate accrued paid sick and paid safe time and the rehired employee shall be considered to have newly commenced employment.

12.3.1 Nothing in this agreement shall be construed as requiring the Employer to cash-out any accrued paid sick and paid safe time that has not been used upon an employee's termination, resignation, retirement, or other separation from employment.

Section 12.4 For purposes of determining eligibility for paid sick and safe time, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling.

12.4.1 "Child" means a biological child, adopted child, foster child, stepchild, or a child to whom an employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status.

12.4.2 "Parent" means a biological parent, adoptive parent, de facto parent, foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.

ARTICLE 13: BEREAVEMENT LEAVE

Section 13.1 Employees with less than ninety (90) days of employment will be allowed up to (7) days off without pay for death in the immediate family as defined below. After ninety (90) days of employment, employees shall be allowed up to two (2) days off loss of their normal scheduled hours of work with pay 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 regular straight-time hourly rate. Immediate family shall be defined as spouse, son, daughter, mother, father, mother-in-law, father-in-law (existing spouse), grandparents, brother, sister, cousin, niece, nephew, stepchildren, grandchildren, current step-mother, current step-father, domestic partner, close friends and people residing with the employee.

ARTICLE 14: HEALTH, WELFARE AND RETIREMENT

Section 14.1 Health: All employees are eligible for medical, vision and dental insurance after 60-days of employment. Crossroads pays 75% of Employees' medical and dental premium and 50% of the premium of spouses and dependents.

Section 14.2 Retirement

1. All Employees over the age of 21 who have worked with Crossroads for at least 6 months with 500 hours worked (or 1,000 hours by one year if the 500 hours are not met by 6 months) are eligible to participate in the company's 401(k).
2. Employer will match Employees' 401(k) contributions dollar-for-dollar, up to a maximum total contribution of 6 percent of qualifying wages. Employer will match 4% concurrently with Employees' contribution and may provide an additional 2% discretionary match at the end of each year. The 6% Employer match vests on the following schedule:

Years of Service

Less than Two Years	0%
Two Years but less than Three Years	20%
Three Years but less than Four Years	40%
Four Years but less than Five Years	60%
Five Years but less than Six Years	80%
Six or More Years	100%

ARTICLE 15: WORKPLACE SAFETY

15.1 Security: The Employer agrees to provide onsite security personnel to protect employees while at work, with security personnel present at the workplace anytime an employee is onsite. The employer commits to listen to employee's complaints about security guards/agency and will make a good faith effort to address their concerns.

15.2 Workplace Safety: The Employer agrees that it will provide a safe and healthy workplace and agrees to correct any unsafe condition or safety or health hazards, within its control, as soon as possible. This includes the Employer’s commitment to comply with all federal, state, and local laws and regulations. The Employer agrees to promptly investigate all hazards, unsafe conditions and accidents brought to its attention and to promptly remedy all hazards and unsafe conditions its investigation reveals if those hazards and/or conditions are within its control. The Employer will furnish, at its expense, all safety and protective equipment required or advisable for the protection of employees consistent with OSHA, Division of Occupational Safety and Health (DOSH), Municipal and CDC applicable guidelines.

A shop steward, or a designated union representative, shall have access to inspect facility conditions and bring any hazard or unsafe conditions to the Employer’s attention. The Employer agrees to correct hazards and unsafe conditions, within its control, when the shop steward or designated employee brings them to its attention.

In the event an employee encounters an unsafe situation, the employee should inform the Employer to make them aware of the situation.

15.2.1 Shoplifters: Under no circumstances should bargaining unit employees be expected to put themselves in harm’s way of dangerous individuals.

15.3 Employee Training: The Employer shall provide anti-bias and de-escalation training to all employees covered under this agreement within ninety (90) days of hire. Employees on payroll at the date of ratification who have not received the trainings shall receive the training within ninety (90) days of ratification. These trainings shall be considered store meetings and, therefore, subject to Section 8.6 and 8.6.1 (Store Meetings).

ARTICLE 16: GENERAL PROVISIONS

Section 16.1 Commuter Stipend: The Employer will provide an OCRA Business Passport (unlimited bus, Link Light Rail, Sounder Train, Seattle Streetcar, fast ferry/water taxis, etc) at no cost to employees who elect to take public transportation to work. Employees’ Passports will expire when Employee terminates employment.

Section 16.2 Employee Discount: The Employer shall provide employees with the following discount on all purchases from the employer, regardless of whether the employee is working.

Positions	Discount	Discount on Consignment at Crossroads	Discounts on all Merchandise at Fillmore & 5th
Floor Staff through Floor Supervisor	25%	20%	25%

Section 16.3 Breakroom Standards: Employees shall have access to an onsite break room that is:

- a) Free of interruptions from customers,
- b) Has a working refrigerator dedicated to employees storing their personal food/beverages,
- c) Has a working microwave,
- d) Has a Union Bulletin Board provided, however the Union agrees not to post any material which is false or derogatory of the employer's services or supervisors,
- e) and enough seating/tables to handle all employees who are on a lunch or break.

ARTICLE 17: GRIEVANCE PROCEDURE

Section 17.1 Grievance Defined. A grievance is defined as an alleged breach of the express terms and conditions of this Agreement.

Section 17.2 Any grievance or dispute concerning the application or interpretation of this Agreement must be presented in writing by the aggrieved party to the other within thirty-one (31) business days [business days are defined by when the Employer's corporate offices are open, which is 5-days per week excluding holidays] from the date of the occurrence giving rise to such grievance or dispute; otherwise, such right of protest shall be deemed to have been waived.

17.2.1 Such grievances shall be adjusted by accredited representatives of Crossroads Trading Company and the Union. In the event of the failure of these parties to reach a satisfactory adjustment within twenty-one (21) business days from the date the grievance is filed in writing the matter may be referred by the moving party for final adjustment to a Labor Relations Committee consisting of two (2) members from the Employer and two (2) members from the Union. In the event the Labor Relations Committee fails to reach an agreement within seven (7) business days from the date a grievance is considered by the Committee the moving party may within seven (7) business days thereafter refer the grievance to arbitration by requesting the Employer agree to an Arbitrator or by requesting the Federal Mediation and Conciliation Service to submit a list of eleven (11) names of qualified Northwest arbitrators from which the parties shall select the Arbitrator.

17.2.2 Where a grievance is moved to arbitration it is the intent of the parties to pick an arbitrator and move the case to hearing in prompt and diligent fashion.

17.2.3 All expenses of the arbitrator shall be paid one-half by the Employer and one-half by the Union.

17.2.4 The Labor Relations Committee and the Arbitrator shall have no power to add to, subtract from, change, or modify any provisions 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 provided, either party may have the award reconsidered by the Arbitrator to account for delay of the process by any party to the proceedings.

Section 17.3 Except as provided in 15.1, grievances shall not be recognized unless presented in writing within thirty-one (31) business days from the date of the occurrence causing the complaint or grievance, except in cases where report of the grievance has been suppressed through coercion by Crossroads Trading Company.

Section 17.4 In calculating time limits under this Article, Saturdays, Sundays, and holidays recognized under this agreement are excluded. It is understood that any of the foregoing time limits may be waived by mutual agreement.

Section 17.5 Crossroads Trading Company and the Union shall make pertinent data necessary for the examination of all circumstances surrounding a grievance available to each other. The arbitrator shall be empowered to effect compliance with this provision by requiring the production of documents and other evidence.

ARTICLE 18 - NO STRIKE NO LOCKOUTS

Section 18.1 The parties to this Agreement realize that it is the intent of the parties to settle disputes by the grievance procedure provided for herein. It is, therefore, agreed that during the term of this Agreement (a) Lockout: the Employer shall not lock out its employees, and (b) Strike Actions: neither the employees nor their agents or any other representatives shall, directly or indirectly, authorize, assist, encourage or participate in any way in any strike. Any employee participating in any strike against the Employer shall be subject to immediate dismissal. The failure of the Employer to discipline or discharge an employee or group of employees engaging in conduct prohibited by this Section during the term of this Agreement shall not be considered as a waiver of rights of the Employer to discipline or discharge other employees who engage in said prohibited conduct, or an indication that such activity is condoned by the Employer. This provision (b) shall not prevent the employees or their representatives from engaging in any other lawful concerted activities that do not constitute a strike. This provision (b) shall also not apply to or restrict employees' activities while on non-work time. This Article only applies to the Union's actions on behalf of employees covered under this Agreement.

ARTICLE 19: LABOR MANAGEMENT COMMITTEE

Section 19.1 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 three (3) 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. Either party may request that the Labor-Management Committee meet virtually. 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 20: SEPARABILITY

Section 20.1 It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses and phrases of this Agreement are separable and if any phrase, clause, sentence, paragraph or section of this Agreement shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction because of the conflict with any Federal or Washington State law, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement and the balance of this Agreement shall continue in full force and effect.

Section 20.2 If any provision is held invalid, the Employer and Union shall enter into negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

ARTICLE 21: DURATION OF AGREEMENT

Section 21.1 This Agreement shall be in full force and effect from April 7, 2022, to and including April 7, 2025, and shall continue from year to year thereafter unless either party shall give written notice to the other at least sixty (60) days prior to the expiration date of April 7, 2025, or at least sixty (60) days prior to any subsequent April 7 of any succeeding year of its desire to alter, amend or terminate this Agreement. This Agreement shall be binding upon heirs, executors and assigns of the parties thereto.

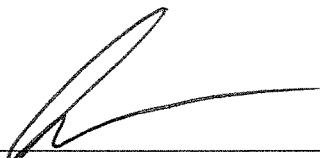
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal by their respective officers duly authorized to do so this 4th day of August, 2023.

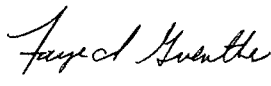
FOR THE EMPLOYER:

FOR THE UNION:

CROSSROADS TRADING CO.

UFCW LOCAL 3000

By: 
Title: Chief operating officer
Date: 8/4/2023

By: 
Title: President
Date: 8/3/2023

THE UNION DIFFERENCE

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

A Voice at Work

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

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

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

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

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:

My Union Rep is:

*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

UFCW3000



UFCW3000

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

ks/opeiu8