

Agreement by and between **UFCW 3000** and **Duty Free Americas, Inc.**

Effective: 5/1/2022 - 4/30/2025

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

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This Agreement is entered into by and between Duty Free Americas, Inc., hereinafter referred to as the "Employer" and the UNITED FOOD & COMMERCIAL WORKERS UNION LOCAL 3000, hereinafter referred to as the "Union".

It is the intent of the Employer and the Union to promote and improve labor management relations between them and to set forth herein the basic terms of agreement covering wages, hours and conditions of employment to be observed by the parties to this Agreement.

In consideration of the mutual promises and agreements between the parties hereto, and in consideration of their mutual desire 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

- 1.01 The Employer recognizes the Union as the exclusive bargaining agent for all sales clerks and warehouse and driver employees employed at its 20-12th Street store.
- 1.02 Subject to and in conformance with Section 8(a) 3 of the Labor Management Relations Act of 1947, as amended, it is agreed that all persons who are employed under the terms of this agreement shall make application to join the Union within thirty-one (31) days following the date of employment or within thirty-one (31) days following the signing of this agreement, whichever is later, and must thereafter maintain membership in good standing for the life of this agreement and any renewal thereof. The tendering of initiation fees and periodic dues uniformly required as a condition of continued membership, shall constitute good standing in the Union for the purpose of this Article.
- 1.03 The Employer agrees to furnish the Union with a monthly list of full, part-time and seasonal employees hired and/or terminated. Such list shall be prepared to show new hires and terminations separately and to designate the employee's last name, middle initial, home address, email address, telephone number, SS# and date of employment or termination not later than thirty (30) days following the date of employment/termination.
- 1.04 The Employer shall discharge any employee as to whom the Union provides the Employer and employee with a fourteen (14) day written notice that such employee has failed to comply with the above requirements. If the employee does not correct the issue within the fourteen (14) day period, the Union shall notify the Employer by fax or email, and the Employer will proceed with termination.
- 1.05 Whenever the Union requires the discharge of any employee connected with the Union security clause of this contract, the Union shall hold the Employer harmless and shall indemnify the Employer against loss, as a result of relying upon the direction of the Union in terminating any employee. The Employer agrees that when the Union notifies the Employer within three (3) days of the original notice, that the reason for the termination was a bona fide clerical error, the Employer will reinstate the employee to his former position on the next weekly schedule.

1.06 **Seasonal Employees**

- A. Employees who are hired to work for the period of May 1st to September 15th of each year will be considered seasonal employees. Seasonal employees are not bargaining unit members and no other terms of this agreement will apply to seasonal employees.
- B. In the event a seasonal employee is retained after September 15th of any year, such employee will be compensated per Article 19 of the labor agreement.
- C. Seasonal employees shall be allowed to perform bargaining unit work provided that no bargaining unit employee suffers a loss of hours as a result of hours assigned to seasonal employees.
- D. Seasonal employees retained after September 15th of any year will be considered to have completed their probationary period once they complete ninety (90) days of continuous service from the date of hire. Seasonal employees who are retained shall have their original date of hire for the purpose of seniority.

ARTICLE 2 — DUES, INITIATION FEE AND ASSESSMENTS

- 2.01 For employees who voluntarily certify in writing they authorize such deductions, the Employer shall deduct the amount of monthly dues and assessments from the pay and forward same to the Union on or before the twentieth (20th) day of each month. Deductions will be limited to signed check off authorization forms furnished to the Employer by the Union.
- 2.02 Authorized initiation fees will be deducted in five equal bi-weekly installments and remitted to the Local Union monthly.
- 2.03 It is understood the Employer is not liable in any manner if the employee is not on the payroll at the time deductions are being processed.
- 2.04 **Active Ballot Club:** For employees who voluntarily authorize a contribution to the UFCW Active Ballot Club political action committee, the Employer agrees to deduct the authorized amount each payroll period on a payroll deduction basis and forward same to the Union twentieth on or before the (20th) day of each month.

ARTICLE 3 — SENIORITY AND AVAILABLE HOURS

- 3.01 **Attainment of Seniority:** An employee will attain seniority after ninety (90) calendar days of continuous service with the Employer. Upon completion of this period, seniority shall date back to date of hire. Where it becomes necessary to increase or decrease the

number of employees or their hours of work, seniority shall be recognized, provided qualifications and abilities are equal.

- 3.02 **Probationary Period:** There shall be ninety (90) calendar days probationary period for each new employee. An employee during this Probationary Period is excluded from the Grievance and Arbitration Procedure for performance, discipline, or discharge. If an employee is disciplined or terminated during the probationary period, such terms are not subject to *Article 18 (Grievance and Arbitration)*.
- 3.03 Part-time employees desiring additional hours of work up to the maximum of their classification of employment as per HCRA guidelines shall notify the management in writing. The Employer shall make all efforts to meet this request before scheduling extras and/or new hires.
- 3.04 **Layoff:** Where there is a reduction of the number of employees performing comparable work, the last employee hired shall be the first employee laid off, providing qualification and abilities are equal. Such employees (or affected employee) shall be notified a minimum of two (2) weeks prior to a reduction of the number of employees. This notice period may be decreased or eliminated in cases of an act of nature, fire, terrorism, or other unforeseen circumstances.
- 3.05 **Rehire from Layoff:** Where there is an increase in the number of employees performing comparable work, the last employee laid off from such comparable work shall be the first employee rehired. In cases where two or more employees are laid off on the same day, the senior employee shall be the first rehired, provided the qualifications and abilities are equal.
- 3.06 Employees shall be required to inform the Employer in writing of their current address and phone number, and with the exception of temporary rehires, employees rehired in accordance with Section 3.05 above shall be notified in writing to report to work. For purposes of rehire, a certified letter sent to an employee's last address on file with the Company shall constitute notification.
- 3.07 For the purpose of this Article, determination of equality of qualifications and abilities and what is comparable work will be made by the Employer provided judgment is fair and reasonable.
- 3.08 **Loss of Seniority:** Except as otherwise provided for in Article 4 — Leave of Absence, seniority shall be broken and the employee's service shall be terminated for the following reasons:
- a. Voluntary quit.
 - b. Absence caused by a layoff in excess of six (6) months.

- c. Absence caused by an illness or non-occupational accident of more than six (6) months.
 - d. Absence caused by an occupational accident of more than twelve (12) consecutive months.
 - e. Failure to report to work within seventy-two (72) hours following the postmark of the certified mail written notice referred to in Section 3.07 above mailed to the employee's last known address. A copy of this notice will be mailed to the Union.
 - f. Employer reserves the privilege of increasing any of the time periods in this Article, provided the Union is notified.
- 3.09 The Employer may arrange work schedules to accommodate the need of the business and senior employees performing comparable work will be offered the most weekly hours within their classification of employment up to a maximum of forty (40) hours per week for full time employees when applicable; provided qualifications and abilities are equal, the senior employee is available to perform the work, and the employee has notified the Employer in writing of their desire for additional hours of work.
- 3.10 **Job Posting:** All job openings for existing positions, except for the lead person, will be posted on the bulletin board for three workdays. Such posting shall include a brief description of the job and what criteria the Employer will consider in filling the position. Current employees will be given first consideration in filling vacancies before new employees are hired. If the Employer determines two or more employees are qualified for a bargaining unit position, seniority shall prevail in filling the bargaining unit position. Any current employee selected for a bargaining unit position shall have a 14-day trial period and if unable to meet performance standards for their new position, shall revert back to their former position.

ARTICLE 4 — LEAVE OF ABSENCE

- 4.01 The Employer agrees to follow the Family and Medical Leave Act (FMLA). Employees who have at least 12 months of service and have worked at least 1,250 hours during the preceding 12 month period are eligible to take up to 12 weeks of unpaid family & medical leave within a rolling 12 month period. This 12 month period will be measured backward from the date the leave begins. An employee on FMLA leave must use all available accrued PTO/PSST in conjunction with the leave. Employees will not accrue any PTO/PSST while on leave. All leave granted under the FMLA provision, including intermittent leave will be applied against the 12 week maximum leave. The company acknowledges that Employees on approved leave under the Act retain their seniority during the term of this Agreement.
- 4.02 **Personal Leave of Absence:** A personal leave of absence (PLOA) may be granted only for unexpected events. The PLOA will be reviewed by both Human Resources and the employee's supervisor to determine if the unexpected event qualifies. Granting a PLOA

is at the discretion of management and depends upon the needs of the business and all other appropriate circumstances at the time of the request.

All associates may be granted a one-time unpaid PLOA for unexpected personal reasons for up to a maximum of thirty (30) days within a rolling twelve (12) month period. The associate is expected to provide a prior notice of the request for a PLOA to their immediate supervisor, to be forwarded to the Benefits Department for review. A PLOA must be taken in conjunction with any PTO that the associate has accrued. Associates should note that while out on a PLOA, they will not accrue paid time off benefits. DFA will allow the accrual of PTO upon the associate's return from the PLOA. Associates with medical benefits will maintain current benefits eligibility during PLOA as long as the required associate contributions are made. Payments should be submitted to the Benefits Manager at DFA Headquarters. Upon return from PLOA all effort will be made to assign the associate to the same or similar position as held prior to the leave, subject to DFA staffing and business needs.

Granting of a personal leave of absence is at the sole discretion of management and depends upon the needs of the business and all other appropriate circumstances at the time of the request. Granting of a personal leave does not guarantee that any position will be available upon their return to work.

Any request for a leave of absence under the terms of Section 4.01 and Section 4.02 above shall be in writing and state the following information:

- a. Reason for such request
- b. Date leave is requested to begin.
- c. Date of return to work.
- d. Medical release if applicable.

4.03 Leaves due to occupational injuries shall be granted for a period up to twelve (12) months. FMLA shall run concurrently with the leave due to occupational injuries.

4.04 The employee must be qualified to resume duties upon return to work from an approved leave of absence. A doctor's certificate verifying that the employee is able to resume their duties must be furnished in order to be placed back on schedule. The employee shall then return to the job previously held or to a job comparable with regard to rate of pay, on the first schedule prepared after the Employer has received notice in writing of the employee's availability.

4.05 Any employee who fails to return to work at the end of a leave of absence, per regularly posted work schedule, shall be terminated as provided in Article 3, Section 8 (e).

- 4.06 DFA will comply with the ADA in granting leaves of absence. Nothing in this section should be construed to limited employees' rights under the ADA.

ARTICLE 5 — HOURS OF WORK AND OVERTIME

- 5.01 For the purpose of Article 5 and this Agreement, it is understood and agreed that the work week shall be from Sunday through Saturday, a calendar week. Forty (40) hours per week over a seven (7) day period shall constitute the basic straight time work week.
- 5.02 Full-time employees are those who regularly work thirty (30) or more hours per week. A regular part-time employee is defined as an employee who works on a regularly scheduled basis less than twenty-nine (29) hours per week. A part-time employee is defined as an employee who works on an irregular or sporadic basis according to the needs of the Employer. Nothing herein shall be construed as a guarantee of daily or weekly hours of work.
- 5.03 Employees shall be compensated from the time they start work on any day until discharged from duty at the end of the day, except time out for meals. Employees shall not begin work prior to their scheduled start time or work beyond their scheduled ending time, or leave work prior to the end of the shift, unless directed to do so by a supervisor or manager or other legitimate business reason. Working outside of a scheduled shift may, at the Company's discretion, result in discipline or immediate termination of employment. Working your scheduled shift is a job requirement; and failure to do so is grounds for immediate discipline, up to and including termination. (Unscheduled absences shall be governed by Article 8 - Section 8.05.) Nothing in this section is intended to nullify the Employer's obligation to comply with relevant federal and state laws.
- 5.04 Time and one-half shall be paid for work performed in excess of forty (40) hours in any one (1) work week and for any work performed in excess of 12 hours in one day. Holiday pay specified in this agreement will be paid in accordance with Article 7. Holidays Pay and Holiday Premium are not considered as regular hours for over time calculations.
- 5.05 It is understood that an employee may be required to work overtime. If operational needs determine overtime is required, the employer will offer overtime by seniority based upon the conditions of Section 5.06. If there are not enough volunteers, management will use reverse seniority and select an employee for the overtime on a rotation basis. The employer shall excuse the employee from working overtime if another employee may reasonably be obtained as a replacement. All employees shall not be required to work more than four (4) hours beyond their schedule shift but may do so voluntarily.
- 5.06 **Voluntary/Call-in List:** Every four months, the Employer will provide a sign-up sheet for voluntary additional hours, (when available). Only employees on the voluntary list shall be asked to work voluntary hours. If an employee who places their name on the list and then turns down the offer to work additional hours a minimum of three times, then their name will be eliminated from the list for the remainder of that period. Employees

will be called on the basis of rotating seniority. Nothing in this section nullifies the Employer's right to schedule mandatory hours if there are not enough volunteers.

- 5.07 A minimum of ten (10) hours shall be required between shifts; if mutually agreed upon then an employee may work with less than ten (10) hours between shifts. In the event, the employer requires an employee with less than ten (10) hours between shifts, the employee will be compensated at a rate of time and one half (1 1/2) for all hours worked within the restricted ten (10) hour period.
- 5.08 **Rest periods and lunch periods:**
1. Employees shall be allowed a meal period of at least thirty (30) minutes which commences no less than two (2) hours nor more than five (5) hours from the beginning of the shift. Meal periods shall be on the Employer's time when the employee is required by the Employer to remain on duty on the premises or at a prescribed worksite in the interest of the Employer.
 2. No employee shall be required to work more than five (5) consecutive hours without a meal period.
 3. Employees working three or more hours longer than a normal workday shall be allowed at least one thirty (30) minute meal period prior to or during the overtime period.
 4. Employees shall be allowed a rest period of not less than fifteen (15) minutes, on the Employer's time, for each 4 hours of working time. 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 (3) hours without a rest period.
 5. Where the nature of the work allows employees to take intermittent rest periods equivalent to fifteen (15) minutes for each four (4) hours worked, scheduled rest periods are not required.
- 5.09 **Reduction of Hours:** Full-time employees may not have their hours arbitrarily reduced for the purpose of increasing the working hours of regular part-time employees or assigning such hours to new hires or extra employees.
- 5.10 Employees will be scheduled off work at least one (1) day a week.
- 5.11 All time spent in store meetings called by the Employer shall be considered as time worked. If a meeting is held on an employee's scheduled day off, then the employee shall receive no less than two (2) hours of pay.
- 5.12 **Wage Statements:** The Employer agrees to furnish each employee on pay days a wage statement showing the name of the employee, period covered, hours worked, rate of pay, total amount of wages paid, and deductions made. Any pay, other than regular hours and

overtime hours, included on the wage statement will be broken down upon receipt by the Employer of a written request from the employee. Employer shall respond at its earliest convenience.

- 5.13 **Work Schedules:** The Employer recognizes the desirability of giving employees as much notice as possible in the planning of their schedule of work and accordingly agrees to have a schedule posted ten days in advance. The schedule may be changed with or without prior notice. In the case of a schedule change, the Employer will provide as much notice as possible but will make every attempt to do so within forty-eight (48) hours.
- 5.14 **Pay periods.** Pay periods shall be bi-weekly.

ARTICLE 6 — ATTENDANCE & PUNCTUALITY

- 6.01 Absenteeism or tardiness that is abusive or excessive, as determined by the employer, will result in progressive disciplinary action, up to and including termination.
- 6.02 If an employee will be absent from work because of an emergency, the employee must provide the supervisor with as much advance notice as possible. All associates are required to call in each day they are absent to the supervisor on duty, at least two (2) hours prior to the start of their shift. No employee will be expected to make more than one phone call per day for an absence. Absences of three (3) consecutive days without notifying an appropriate Manager/Supervisor is considered job abandonment and is treated as a voluntary termination, unless emergency circumstances prevent the employee from reporting to work. Employees out for more than three (3) consecutive days, unless they qualify for a under FMLA, may be terminated.
- 6.03 Lateness is defined as reporting to work after the scheduled starting time. Repeated lateness can result in progressive discipline up to and including termination of employment.

ARTICLE 7 — HOLIDAYS & HOLIDAY PREMIUM PAY

- 7.01 The following days shall be considered holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Employees will also be entitled to one (1) floating holiday with their supervisor's approval. The floating holiday must not coincide with the Employer's blackout dates, and if the floating holiday is not taken within the calendar year, the floating holiday will be forfeited.
- 7.02 Full-time employees will be eligible for Holiday Pay immediately after their hire date. Full-time associates as defined in Article 5.02 will be paid based upon the employee's current rate for eight (8) hours.
- 7.03 If an employee works on a recognized holiday, the employee will receive Holiday Pay plus Holiday Premium Pay (one and one half times (1 1/2) the straight time rate for hours

worked on the holiday). Holiday Pay and Holiday Premium Pay will not be included in the calculation of overtime. Overtime during a holiday week will be paid on hours actually worked based on applicable state laws.

- 7.04 The employee must work the scheduled day before, the day of, if scheduled, and the scheduled day after the holiday to receive holiday pay unless the employee is absent 3 or more scheduled days in which a doctor's note would be required to receive holiday pay.

ARTICLE 8 — PAID TIME OFF (PTO)

- 8.01 **Eligibility:** Eligible associates must be classified full time and scheduled to work at least thirty (30) hours per week on a regular basis. Part-Time, Seasonal, and Temporary associates are not eligible to earn or accrue PTO.
- 8.02 **Availability:** PTO accruals begin upon the date of hire and are available for use in the first pay period following completion of thirty (30) days of active employment. All hours thereafter are available based on an accrual balance and approved scheduled time-off.
- 8.03 **Accrual of PTO:** Accruals are based upon qualified paid hours. Qualified paid hours include; regular hours, holiday hours, PTO hours, PSST Hours, PIC and Shift Differential hours, bereavement hours, jury duty hours but excludes all overtime hours. Associates will earn PTO hours per the DFA PTO Accrual Chart (Section 8.10). Length of service and qualified paid hours determines the rate at which the associate will accrue PTO. PTO does not accrue during leaves of absence. Associates become eligible for the new higher years of service accrual rate on the first day of the pay period following the associate's anniversary date.
- 8.04 **Use, Scheduling and Payment of PTO:** Associates are required to use available PTO when they are off on a scheduled day of work. PTO is to be scheduled and approved in advance, a minimum of twenty-six (26) days' notice for time off for vacations and personal needs (other than illness or safe leave). All PTO requests are subject to supervisory approval, department staffing needs and established divisional/departmental procedures. PTO is not to be taken during "blackout periods" as per divisional announced needs, without the appropriate supervisor's approval. PTO shall not be used for missed time because an associate reports late to work (tardy). PTO is paid at the associate's current straight time rate. PTO is not part of any overtime / premium hours calculations. All associates are required to request the PTO payment in hours; a minimum of four (4) hours to a maximum of eight (8) hours for a day. A maximum of eighty (80) hours at any one time; unless approved by the manager/supervisor. Requests for PTO will be approved or disapproved within ten days after the request has been submitted.
- 8.05 **Unscheduled Paid Time Off:** Unscheduled absences will be monitored and associates are required to use PTO for unscheduled absences if reason for absence is not PSST related or all available PSST has been exhausted. Excessive unscheduled Paid Time Off (UPTO) is addressed through the Associate Documentation Record and is considered under associate counseling. Each UPTO day is counted as a single incidence. Three

consecutive UPTO and/or absences must be reported to the Benefits Department at the beginning of the fourth (4th) day. Associates returning to work after three or more consecutive days of UPTO will be required to provide a doctor's release to return to work. Repeated incidences of UPTO will be recorded per Article 6.

In order to qualify for income replacement under the PTO program, all associates must notify management the reason for the absence, if the absence is for other reasons than the ones covered under the PSST program and the WA leave program, then management will approve the use of accrued to date PTO in order to compensate for the time missed. All unscheduled PTO would be subject to management discretion for disciplinary purposes.

- 8.06 **Restrictions:** In the period from July 1, through Labor Day and November 20 through December 31 inclusive, PTO will be limited to one employee off at a time, for a period of one or more weeks at a time, at the Employer's discretion. No PTO will be granted on the first Monday in August or the first Monday in September at the Employer's discretion.
- 8.07 **Payment Upon Termination:** Upon employment termination (voluntary) PTO balances will be paid out in full to the employee who has had four continuous years of service and works their two-week resignation notice. Upon involuntary termination PTO balances will be forfeited. PTO cannot be used during a resignation notice period; prior scheduled PTO will be cancelled upon notice of resignation."
- 8.08 **Accrual / Payment Upon Reclassification:** Associates who are reclassified from Part-Time to Full-Time will begin the accrual process as of the reclassification date utilizing the original date of hire to determine the maximum level of accrual and will start accrual as of the date of reclassification. Associates reclassified from FT to PT will stop accruing PTO hours/days effective the date of reclassification. The accumulated, but unused time will be available to use at the associates current rate of pay until exhausted.
- 8.09 **PTO Usage During Leaves of Absences:** An associate on a Leave of Absence will be required to utilize available accrued Paid Sick Time Policy (below). Once PSST is exhausted associates will be required to utilize available PTO hours. Associates will not accrue PTO or PSST while on leave of absence. Upon the return to active employment the associate will begin accruing PTO and PSST as per the schedule. Associates absent from work due to a work related injury/illness will be considered on leave of absence. The use of PSST first and then PTO is available during the qualified waiting period for lost wages under Workers Compensation. PTO use will be restricted after the qualifying waiting period has been exhausted under Workers Compensation.

8.10 **Paid Time Off (PTO) Accrual Chart**

Years of Service	Accrual Rate Per Worked Hour to Maximum		
	FULL TIME	FULL TIME	(Days/Hours)
D.O.H, to beginning of 8 th Year	0.03846	10 days	80 hours
8 th Year to beginning of 16 th Year	0.05770	15 days	120 hours

16 th Year thereafter	0.07693	20 days	160 hours
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Note: Maximum PTO Accruals for Full-Time hourly associates are based on associate having 2080 paid hours per a twelve (12) month period. No PTO Hours/Days will accrue beyond the maximum accruals listed. PTO is not to increase an associate's annual salary or to replace hours/days lost due to reductions in work when directed by organizational needs. PTO is designed to compensate for lost time due to vacations, and other non-emergency personal needs. Each associate is responsible to monitor their PTO balances to determine days needed for, vacation and/or personal days. Balance of available PTO will be posted on the associate's earnings statement.

ARTICLE 9 — PAID SICK AND SAFE TIME (PSST)

Paid Sick and Safe Time (PSST)

I. Definition of Availability:

- Closure of the associate's place of business or child's school/place of care by order of a public official for any health-related reasons;
- If the associate or the associate's family member is a victim of domestic violence, sexual assault, or stalking (such as obtaining a restraining order, seeking medical attention, obtaining services from a domestic violence shelter, obtaining psychological counseling, participating in safety planning and relocation);
- Care of the associate or a covered family member when it has been determined by health authorities or by a health care provider that the individual's presence in the community may jeopardize the health of others due to exposure to a communicable disease (whether or not the individual actually has the disease);
- The diagnosis, care or treatment of associate or the associate's family members' existing health conditions, including physical or mental illness or injury;
- Preventive care for associates or their family members;
- Routine medical appointments for the associates or their family members; and
- Travel to and from appointments, pharmacies or other locations related to the associates reasons for taking sick leave.

II. Definitions of a "Family Member"

- Regardless of age, a biological, adopted, or foster child, step child or legal ward, a child of a domestic partner, a child to whom the associate stands in loco parentis or an individual stood in loco parentis when the individual was a minor, legal wards and children for whom associates stood in loco parentis;
- A biological, foster, de facto, stepparent or adoptive parent or legal guardian of an associate or an associate's spouse or domestic partner or a person who stood in loco parentis when an associate or associate's spouse or domestic partner was a minor child;
- A person to whom the associate is legally married under the laws of any state, or a domestic partner of an associate as registered under the laws of any state or political subdivision; or

- A grandparent, grandchild or sibling (whether of a biological, foster, adoptive or step relationship) of the associate or the associate's spouse or domestic partner.

- 9.01 **Eligibility:** All associate classifications (Full-Time, Part-Time, Seasonal, and Temporary) are eligible for PSST.
- 9.02 **Availability:** PSST accrual begins upon the date of hire and is available for use on the first pay period following the completion of thirty (30) days of active employment. All hours thereafter are available based on an accrual balance.
- 9.03 **Accrual:** Accruals are based upon qualified paid hours. Qualified paid hours include; regular hours, holiday hours, PTO hours, PSST hours, PIC and Shift Differential hours, bereavement hours, jury duty hours, overtime hours, and holiday premium hours. Associates will earn one PSST hour for every 30 hours worked, see *DFA Paid Sick Time Accrual Chart* below. -PSST does not accrue during leaves of absence. Associates may carry over the balance of year end accrued hours to a maximum of **40** hours.
- 9.04 **Use, Scheduling and Payment:** Associates have available PSST when they are off on a scheduled day of work due to any of the reasons described in the *Availability* section of this policy. PSST shall not be used for missed time because an associate reports late to work for non-PSST related reasons or for a company-required absence due to low workload or absences occasioned by the company. In order to qualify for income replacement under the PSST program, all associates must notify management the reason for the absence, if the absence is for other reasons than the ones covered under the PSST program and the WA state leave program, then management will approve the use of accrued to date PTO in order to compensate for the time missed. All scheduled PTO would be subject to management discretion for disciplinary purposes. PSST is paid at the associate's current straight time rate. All associates may use a minimum of one hour to a maximum of eight (8) hours of PSST per day when requested.

Employees may choose to use PSST for non sick related situations if requested for time off if available PTO has been exhausted.

- 9.05 **Scheduled vs. unscheduled:** PSST will be paid upon request when the use of the PSST is foreseeable (scheduled), the associate should make a good faith effort to provide notice of the need for such time in advance; up to ten (10) days' notice. When the associate's need for PSST is unforeseeable (unscheduled) the associate should notify their immediate supervisor as soon as possible. Misuse of PSST will be recorded and will be addressed through the Associate Documentation Record.

- 9.06 **Paid Sick Time (PSST) Accrual Chart:**

Accrual Chart

Accrual Rate Per Worked Hour

PSST is not to increase an associate's annual salary or to replace hours/days lost due to reductions in work when directed by organizational needs. PSST is designed to compensate for lost time due to a bona fide illness. Each associate is responsible to monitor their PSST balances to determine days needed for bona fide illness. Balance of available PSST will be posted on the associate's biweekly earnings statement, plus such statements shall reflect how much PSST has been used since the prior notification. Employees may choose to use PSST for non related sick leave as per Availability section above.

9.07 Payment Upon Termination:

Upon employment termination (voluntary or involuntary) PSST balances will be forfeited. It is expected that an associate giving notice will work the full notice.

9.08 Accrual / Payment Upon Re-hire:

If an associate is re-hired within twelve months of their last termination date, the balance forfeited at termination will be reinstated and the associate will begin the accrual process without a waiting period. An associate reclassification (FT, PT, Seasonal or Temporary) and/or length of service will not affect the accrual rate of PSST.

9.09 Attending Physician's Certification:

When earned PSST is used for more than three (3) consecutive absences; DFA may require reasonable documentation that the earned PSST is necessary. DFA will not require that the documentation explain the nature of the health condition or details of domestic violence, sexual violence, abuse or stalking. This documentation must be from a licensed health care provider and is to be presented within ten (10) days after the associate returns to work. Failure to provide timely required documentation will result in disciplinary action. During the use of PSST, management will check-in with the associate to be updated on their health condition and discuss future scheduling.

ARTICLE 10 — JURY DUTY

10.01 No employee shall suffer any reduction in daily wages because of jury duty. The Employer shall pay the difference between the employee's regular pay and the jury duty pay provided the proper documentation is obtained from the Court personnel setting out the rate that was paid, how many days and/or time was served, and the documentation is presented to the Employer within forty (40) working days from ending date(s) served.

10.02 Witness duty will be paid if the employee is a witness for the Employer, or if an employee is subpoenaed as a witness in a Court of Law, but only for the day(s) of actually giving testimony. Basis for pay as in Section 9.01.

ARTICLE 11 — BEREAVEMENT LEAVE

11.01 Immediately after the date of hire, the employer will grant bereavement leave with pay for all full-time (30+ hours/week) employees. Bereavement leave is the use of scheduled workdays needed to grieve the loss of an employee's immediate and non-immediate family. To be paid for this time, an associate must fill out a Benefit Request Form and submit it to their Manager/Supervisor. Scheduled days offs will not be changed to avoid payment of bereavement Leave.

Immediate Family Members:

- Five (5) Days
 - Spouse, children, step-children, mother, step-mother, father, step-father, brother and sister and step brother and step sister.

Non-Immediate Family Members:

- Three (3) Days
 - Grandparent, grandchildren, mother-in-law and father-in-law, brother-in-law and sister-in-law.

ARTICLE 12 — NONDISCRIMINATION

The parties to this Agreement acknowledge their responsibilities under ADA & Title 7 of the Civil Rights Act of 1964 and do hereby agree not to discriminate on the basis of race, age, color, religion, sex or national origin or any other protected characteristic. The Parties agree to abide by all federal, state and local laws with respect to nondiscrimination.

ARTICLE 13 — POLYGRAPH TESTING

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

ARTICLE 14 — HEALTH & WELFARE PLAN

- 14.01 Employees are eligible to participate in the Employer's Health Care Plan if they are classified as regular full time employees, work at least 30+ hours per week and meet the required length of service. If an eligible employee enrolls in the Employer's Health Care Plan, benefits are effective the first of the month following the completion of sixty (60) days of service.
- 14.02 Regular full time employees are provided an Employer paid \$10,000 basic life and accidental death and dismemberment insurance policy effective the first of the month following the completion of sixty (60) days of service.

- 14.03 All regular full time employees may participate in Employer sponsored supplemental insurance programs as listed at their own expense, Short Term Disability, Long Term Disability, Life Insurance (self, spouse and/or child{ren}). Participating employees shall contribute on a bi-weekly basis the applicable premium.
- 14.04 All regular full time employees may participate in Employer sponsored supplemental insurance programs as listed at their own expense, Accident Insurance and/or Critical Illness Insurance. Participating employees shall contribute on a bi-weekly basis the applicable premium.
- 14.05 The Employer reserves the right to change healthcare providers and/or the makeup of the health plan offered to employees, provided comparable benefits are offered at a comparable cost, without bargaining with the Union. Should the Employer decide to change healthcare providers, the Employer will notify the Union at least 45 days in advance of such a change.

ARTICLE 15 — RETIREMENT/INVESTMENT PROGRAM

All regular full time and regular part time employees who are at least twenty-one (21) years of age, have completed six (6) months of employment and have worked a minimum of 1000 hours may participate in the Employer's Savings Plan. The employee may contribute a pre-tax percentage of their bi-weekly pay. The Employer shall match \$0.25 cents per dollar up to 4% of the employee's contribution.

ARTICLE 16 — GENERAL CONDITIONS

- 16.01 Employees shall be scheduled not less than four (4) continuous hours work in any one day. In cases of call-ins, employees will be paid for a minimum of four hours work. If the employer request that the employee ends the shift prior to 4 hours, then the employee will be paid for no less than 4 hours work. This section does not apply when an employee requests to leave work prior to the end of their shift. It is to be further understood that this Section shall not apply in cases of act of God; i.e., fire, flood, etc.
- 16.02 No employee shall be disciplined or discharged except for just cause; provided, however, the Employer shall be the judge of the competency and qualifications of this employee.
- 16.03 No employee shall be discharged or discriminated against for any lawful Union activity, including performing service on a Union Committee outside of business hours or for reporting to the Union a violation of any provisions of the labor Agreement, providing such activities shall not interfere with the normal performance of the employee's work as directed by the Employer. Any employee may be disciplined and/or discharged if they perform any such activity on their shift of duty.

- 16.04 The Employer recognizes and will deal with no more than one (1) Shop Steward on all matters relating to grievances only. The Shop Steward shall be elected or selected by the Union of their respective shop and the Union shall notify the Employer in writing who the shop steward is. Their authority shall be limited to and shall not exceed the following duties and activities:

The investigation and presentation of grievances in accordance with the provisions of this Collective Bargaining Agreement. If an associate requests that the Shop Steward be present for a meeting, with Management that could lead to disciplinary action, Management will suspend the meeting until such time that a Shop Steward or suitable replacement can be located. This would not apply if Management is merely informing an associate of discipline already decided upon.

Time spent with a steward for an interview shall not be considered work time. Steward observation may not cause disruption to the Employee's work.

- 16.05 All employees must wear a plain, clean, pressed Navy color blouse/shirt, polo collar knit or golf shirt. These items are not to be torn, faded or showing wear; and tan (khaki) color dress slacks/pants only, pants/skirt hemmed to proper length (pants not to drag on the floor and skirts no shorter than mid-thigh). Shoes are to be a dark color, no open toes and weather appropriate. Jackets are permitted when weather conditions require it, the jacket must be an appropriate color to the dress code and are not to be worn on the sales floor. Hats (no hoodies) may be worn due to weather conditions (*exception, not on the sales floor*) and must be dark in color, any advertised hats must be approved by the Regional Manager. Name tags must be worn at all times and should not be altered with stickers and/or other objects (i.e., jewelry). DFA reserves the right to implement or rescind its approval of a Vendor provided uniform at any time.

Warehouse employees shall be furnished safety shoes to be paid for by the Employer and the employee sharing the cost equally. Notwithstanding the above examples, the employees' Supervisor retains the absolute and sole discretion to determine whether an employee's dress is acceptable.

- 16.06 If vendor supplied clothing requires dry cleaning, DFA will reimburse the associate for dry cleaning no more than once every thirty (30) days.
- 16.07 All employees shall be covered by Industrial Insurance and Medical Aid under the provisions of the Workman's Compensation Act of the State of Washington, or guaranteed equal coverage.
- 16.08 It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses, and phrases of the Agreement are separable and if any phrase, clause, sentence, paragraph or section of the 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 effect any of the remaining phrases, clauses, sentences, paragraphs, and sections of the Agreement and

the balance of this Agreement shall continue in full force and effect. The parties hereto agree that substitute provisions conforming to such judgment or decree shall be incorporated into this Agreement within thirty (30) days thereafter.

- 16.09 A Union Representative (an individual who is not an employee of the Employer), shall have access to the Employer's establishment as specified in this Agreement. In addition, the Union Representative will make their presence known to the Employer immediately upon their arrival to visit the premises. Union Representatives shall not enter bonded areas unless accompanied by management.

If the Union Representative requires time with an employee or employees, such time shall take place during the employee's non-working time, in a designated area to be agreed upon by the parties. Meetings or conversations shall not be conducted on the sales floor area.

- 16.10 The Union may post Union Notices on a bulletin board in the facility lunchroom. Posted Notices shall be on Union letterhead and shall be for the purpose of communicating official Union business and meetings. Notices shall not contain anything of a defamatory nature, nor shall they adversely reflect upon the Employer its representatives, customers or vendors.
- 16.11 Mileage will not be paid for use of personal car or other means of commuting to and/or from work.
- 16.12 If an employee is required by the Employer to use their personal car for business purposes, mileage will be paid for at the IRS rate.
- 16.13 It is expressly understood that employees receiving more than the minimum compensation provided for in this Agreement shall not suffer by reason of signing or adoption.
- 16.14 Anyone transferring into the bargaining unit will be credited with all service based on their most recent date of hire with DFA and receives all benefits.
- 16.15 On an Associate's 20 year anniversary, an associate shall receive a one-time \$500 bonus payment in recognition for their service.

ARTICLE 17 — STRIKES AND LOCKOUTS

The Union agrees not to engage in any strike or stoppage of work and the Employer agrees not to engage in any lockout during the term of this Agreement. It shall not be a cause for discharge or discipline and it shall not be a violation of the Agreement for any employee to refuse to cross a

primary labor union picket line at the Employer's premises which has been established to support a legal strike, provided the picket line is approved by UFCW Local 3000.

ARTICLE 18 — GRIEVANCE AND ARBITRATION PROCEDURE

18.01 Any question on interpretation of application of this Agreement shall be resolved by this grievance and arbitration procedure. Grievances may be filed either by an individual bargaining unit employee or by the Union with the following procedure observed:

- A. The grievance shall be submitted in writing to the manager within thirty (30) working days of the event(s) giving rise to the grievance or the grievance shall be deemed waived. "Working day" is defined as a calendar day, excluding federal holidays and other days on which the grievant's DFA store is closed. In the event the claim is one for a pay shortage, any such claim shall be limited to such pay shortage, if any, occurring within the sixty (60) day period immediately proceeding the date upon which the employer received notice in writing of the claim.
- B. If an adjustment satisfactory to the aggrieved party is not reached within seven (7) working days from the date of submission to the manager, as required in A above, the aggrieved party or their Representative shall submit the written grievance to the Human Resources Office of the Company within fourteen (14) working days of the date the manager's response is due or the grievance shall be deemed waived.
- C. If an adjustment satisfactory to the party is not reached within seven (7) working days after its written submission to the Human Resource Office, either party may demand arbitration. Arbitration demands not filed within fourteen (14) working days of the date the Human Resources office's response is due shall be deemed a waiver of the right to arbitrate.
- D. In the event that arbitration is demanded the arbitrator shall be appointed in the following manner: immediately after the filing of the demand for arbitration, the FMCS shall submit simultaneously to each party an identical list of names of persons chosen from the Panel of Labor Arbitrators. Each party shall have ten days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the FMCS.

If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable. From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the FMCS shall invite the acceptance of an arbitrator to serve. If the parties fail to agree upon any of the persons named, if those named decline or are unable to act, or if for any other reason the appointment cannot be made from the

submitted lists, the administrator shall issue another list and follow the same process until a mutual agreeable arbitrator can be designated.

- E. Arbitration shall subsequently be held in accordance with the procedures set forth herein and by such further rules and procedures as the Arbitrator shall direct.
 - F. Each party shall bear its own cost; however, the parties shall equally share the fees and expenses of the Arbitrator.
 - G. The Arbitrator's decision shall be rendered within 30 days from the close of the arbitration hearing or the date of the arbitrator's receipt of the post-hearing briefs, whichever is later. If the arbitrator does not render their decision within said 30 days, neither party will be required to compensate the arbitrator. The arbitrator should be made aware of this requirement at the time of selection.
- 18.02 The Arbitrator's decision shall be final and binding on the parties to the extent that it draws its essence from the Collective Bargaining Agreement. The Arbitrator shall not add to, subtract from, or modify the terms of this Agreement.
- 18.03 The time limit provisions of this Article may be waived or extended by mutual agreement, evidenced in writing.
- 18.04 **Limitation of Power of the Arbitrator:** The powers of the Arbitrator are limited as follows:
- A. The Arbitrator shall have not power to add to, subtract from, or modify the terms of any Agreement.
 - B. The Arbitrator shall have no power to establish wage scales or, to change any wage.
 - C. The Arbitrator shall have no power to substitute their discretion for the Company's discretion in cases where the Company is given discretion by this Agreement or by any supplementary Agreement.
 - D. In cases where it is concluded that an employee has been discharged or suspended without cause, the arbitrator may reinstate the discharged employee. The arbitrator may not render an award which requires the employer to pay that employee for time that the employee has not actually worked in excess of the wage and benefits the employee would have earned had they worked their normal schedule.

ARTICLE 19— CLASSIFICATIONS AND RATE OF PAY

- 19.01 Economic Terms
January 2023, 2024 and 2025

- A. Sales and Support associates \$0.25 cents per year of service above hiring rate.
 - B. Sr. Support Associates \$1.75 above hiring rate plus \$0.25 cents per year of service.
 - C. Cosmetic Specialist \$1.25 above hiring rate plus \$0.25 cents per year of service.
- 19.02 **Person in Charge:** The Employer will pay a \$.50 /hour premium for any employee asked to perform PIC duties on any single shift. The PIC premium will not apply if a Manager/Supervisor is on duty.
- 19.03 **Shift Premium:** The Employer will pay a \$3.00/hour premium for any employee asked to work the graveyard shift.
- 19.04 **Hire In Rates:** No employee shall receive less than \$0.35 above Washington State minimum wage when hired.

ARTICLE 20 — TERM OF AGREEMENT — REVISION — TERMINATION

This Agreement supersedes all written agreements between the parties signed prior to the effective date of this Agreement. This Agreement shall become effective on May 1, 2022, and shall remain in full force and effect until April 30, 2025, at which time it will automatically terminate. If either party subsequently desires to renegotiate this Agreement, it will furnish written notice to the other party containing the proposed changes not less than sixty (60) days but not more than ninety (90) days prior to the termination of this Agreement.

ARTICLE 21 — PUBLICIZING THE AGREEMENT

The Union agrees to reproduce and distribute copies of the Agreement, legibly printed, to all employees currently in the employ of the Employer. It is further understood that proof copies of the Agreement will be reviewed and approved by the Employer and the Union prior to final copying.

ARTICLE 22 – LABOR MANAGEMENT COMMITTEE

- A. This Article establishes a joint committee between the Employer and the Union as more specifically described below (the "Committee"). The Committee shall serve to facilitate relations between the Employer and the Union and to promote a better understanding of the parties. The subject matters discussed by the members of the Committee shall be the limited to the following: (1) communication of concerns and (2) suggestions and ideas related to the facility and the workforce. Neither the Committee, nor any member of the Committee, including any representative of the Employer or the Union shall have any

authority to bind the parties hereto nor to amend or modify this Agreement in any respect. It is hereby agreed that the Employer retains all of its Management Rights pursuant to Article 22 and that the Employer shall not be required to consult the Committee at any time during the duration of this Agreement in order to exercise any of its Management Rights. The Committee meetings cannot be used to initiate or continue collective bargaining, to present grievances or to in any way attempt to modify, add to, or detract from the provisions of this Agreement.

- B. The Employer and the Union agree that the Committee shall exist for the duration of this Agreement unless otherwise mutually agreed by the parties. The Committee shall be composed of individuals from both parties (not to exceed five (5) from each), which shall be designated, in writing, by each party.
- C. Meetings may be held at the request of either party at mutually agreeable times and places two (2) times a year. If the Parties agree additional meetings maybe agreed to but are not required. The Employer may provide, in its sole discretion, a meeting room for such meetings but is not obligated to provide one. The meetings shall be held on non-working time. The Employer is not required to compensate the Union Committee members for their participation.
- D. No Replacement of Grievance Procedure. The actions of the Committee or of the individual Committee members are not subject to the grievance procedure. Further, no action of the Committee or discussion shall replace the grievance procedure of this Agreement.

ARTICLE 23 — EMPLOYER RIGHTS

- 23.01 In the event of any conflict between the specific rights and obligations which are contained in all other articles of this Agreement and the rights in this article, the other provisions of the Agreement shall control.
- 23.02 Except as expressly modified or restricted by a specific provision of this contract, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Company, including, but not limited to, the rights in accordance with its sole and exclusive judgment and discretion: to reprimand, suspend, discharge or otherwise discipline Associates; to determine the number of Associates to be employed; to hire Associates, determine their qualifications or assign and direct their work; to promote, demote, transfer, layoff, recall to work and retire Associates; to set the standards of productivity, the products to be produced and/or the services to be rendered; to determine the amount and forms of compensation for Associates; to maintain the efficiency of operations, to determine the personnel, methods, means, equipment and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; to use independent contractors to perform any work or services; to subcontract, contract out, sell, close down, or relocate the Company's operations or any part thereof; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, plant operation or service; to control and regulate

the use of machinery, facilities, equipment and other property of the employer; to introduce new or improved research, production, service, distribution and maintenance methods, materials, machinery and equipment; to determine the number, location and operation of departments, divisions and all other units of the employer; to issue, amend, revise and enforce policies, work and safety rules, regulations and practices; and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Company and to direct the Company's Associates. The Company's failure to exercise any such right, prerogative or function in a particular way, shall not be considered a waiver of the Company's right to exercise such right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this contract.

- 23.03 In addition, the Employer has the right to search employees', packages, backpacks, handbags, briefcases, bags, lockers, desks, company vehicles or other items that are brought onto company property. Employees should not bring any items onto company property that they want to keep private.
- 23.04 Any employee required to drive a company vehicle is subject to periodic license check.

IN WITNESS WHEREOF, we attach our signature this 14, day of March, 2023.

FOR THE UNION:

FOR THE EMPLOYER:

Fayez Guenther, President

Jacqueline Torre

Andrew Plummer, Negotiator

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

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