

MACY'S
AND
UFCW ~~LOCAL 24~~LOCAL 3000

LYNNWOOD-SOUTHCENTER-BELLINGHAM
~~2021-2023~~2023-2026 LABOR AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of June, 2018, by and between UFCW ~~Local 24~~Local 3000, chartered by the United Food and Commercial Workers International Union, hereinafter referred to as the "Union," and Macy's, Inc., located at store #370 Alderwood Mall, store #433 Westfield Shopping Town Southcenter Mall, and store #372 Bellis Fair Mall, hereinafter referred to as the "Employer."

WITNESSETH: In consideration of the mutual covenants herein contained, the Employer and the Union agree as follows:

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

1.01 The Employer recognizes the Union as the sole and exclusive collective bargaining agent for a unit consisting of Colleagues coming under the classifications listed herein at the Employer's present retail establishment at 500 Southcenter Mall, Tukwila, Washington; 18700 Alderwood Mall Blvd, Lynnwood; and 50 Bellis Fair Parkway, Bellingham; with respect to rates of pay, wages, hours and working conditions.

ARTICLE 2 - UNION SECURITY

2.01 It shall be a condition of employment that all present Colleagues covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement, or on the date of execution of this Agreement, whichever is the later, shall remain so. All present Colleagues who are not members of the Union in good standing on the latter of the aforesaid dates and all Colleagues who are hired hereafter shall become and remain members of the Union in good standing as a condition of employment on and after the 30th day following the beginning of their employment or on and after the 30th day following the effective date of this Agreement, or the date of the execution of this Agreement, whichever is the latter.

At the close of fourteen (14) business days after receipt of email notice from the Union to Labor Relations or designee that an employee has not complied with the Union Security Clause of this agreement, for failure to submit a membership application, or has been suspended from the Union for failure to tender dues and/or fees, the Employer shall discharge such employee if the employee is then not in good standing in the Union.

Whenever the Union shall require the discharge of any employee in connection with this Section, 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, in writing, that the reason for the termination was a bona fide clerical error, the Employer will offer to reinstate the employee within a reasonable time, not later than the beginning of the next scheduled work week after receipt of such written notice.
~~2.01~~

2.01.1 Dues Deduction - During the term of this Agreement, the Employer shall deduct all dues and 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. The Union shall submit to the Employer monthly, an electronic billing file of the dues amount to be deducted from the 2nd and 4th pay period of the month, which the Employer will endeavor to do depending on the timing of the Union's submission, and the initiation fee amount to be deducted in \$25 increments per pay period until paid in full. The amount deducted and a list of all Colleagues using payroll deduction will be promptly transmitted monthly to the Union by check payable to its order (or via Electronic Funds Transfer (EFT) if capable). A copy of the authorization form to be used is set forth as Appendix A to this Agreement. The amount deducted and a roster (including name, social security number and amount of deduction) of all employees using payroll deduction will be promptly transmitted (via email attachment) monthly to the Union by check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. 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 may arise against the Employer for or on account of any deduction made from the wages of such employee. The Union agrees to indemnify and hold the Employer harmless from any claim, loss, damage or judgment of any court of competent jurisdiction, or any agency of government, in connection with or arising from any loss, misuse or theft of Social Security numbers provided to the Union pursuant to any section of this Collective Bargaining Agreement.

2.02 The foregoing paragraph shall not apply to any Colleagues who are hired only for the Holiday Season. The Fall Holiday Season is defined as a period of no more than one hundred-~~twenty~~ (120 ~~100~~) days for Sales, one hundred-~~twenty~~ (120 ~~100~~) days for Support and a "declared" season for Display of no more than on hundred (100) days. The Employer will notify the Union ~~by October 1st~~ two weeks before the start of the Fall Holiday Season of each year of the holiday season period for that year. Sales Colleagues hired exclusively for the holiday season will not receive commission and will be assigned hours only after all regular bargaining unit employees have been given the opportunity to select available shifts. Holiday hires will also participate in performing the same duties as regular sales Colleagues (stock work, clean up, etc.). The holiday season shall end no later than January 31 of each year.

2.03 The Employer agrees to provide a monthly master list including active, new and terminated Colleagues to the Union at least once a month. The list of new employees shall include name, address and last four digits of social security number store location, department, job classification, date of hire, wage rate and company employee number. The list of terminated employees shall include name, store location, reason for termination, and termination date.

2.05 Exempt Colleagues - This Agreement shall not apply to executives, confidential Colleagues, Supervisors as they are defined in The Labor-Management Relations Act and Management Trainees.

2.06 Supervisory Sales - See Letter of Understanding attached hereto.

2.07 For the purposes of clearly defining the positions covered by the above designations, each store shall furnish to the Union an annual list of positions covered within the meaning of this provision and the names of the individuals filling those positions. Said list shall be mutually agreed upon for each store between a representative of the Union and a representative of the Employer, and in the event of their failure to agree to a settlement of the list, the matter shall be handled as a dispute in accordance with the grievance procedure.

2.08 Shop Stewards - The Union may designate member(s) of the bargaining unit as shop stewards for the purpose of communication and representation between the Union and its members. Duties of shop stewards will not include ~~handling grievances, interpreting this Agreement,~~ initiating strike action, slowdown or other interruptions or interference with the Employer's business. Notwithstanding the above limitations, when the employer conducts an interview that may or may not result in discipline of an Colleague, the Employer will allow the presence of a shop steward for representation purposes if the request does not cause floor coverage issues.

2.09 Shop stewards will not be discriminated against for the performance of their proper responsibilities under the above paragraph.

2.10 Shop stewards shall not conduct their activities during their working hours or so as to involve any other Colleague during that Colleague's working hours except at the request of management. Time spent on steward duties at the request of management shall be considered non-sell time

2.11 The Employer agrees to allow Union Shop Stewards up to two (2) days of unpaid leave per year for the purpose of receiving Shop Steward training performed by the Union. The training will be one (1) full day at a time, but no more than twice per year and will only take place on mutually agreeable days. The Union agrees to provide the Employer with thirty (30) days' notice of the training.

2.12 The Union will notify the Employer in writing of the names of any new Shop Steward prior to said Shop Steward assuming his/her duties. The Union shall furnish a list of authorized Shop Stewards to the Employer on a seasonal basis, no later than the last day of February and August.

2.13 There will be no discrimination by the Employer against any Colleague for lawful Union membership or activities.

2.14 Union Activity - It is agreed that all Union activity will be conducted outside of working hours.

2.15 Union Visitation - For the purposes of seeing that the conditions under which members of this Union are working are in accord with this Agreement, officials of the Union who are not on the payroll of the Employer shall be permitted to visit any store covered by this Agreement. In making such visits, Union officials will notify the Human Resource Office and/or Senior Store Management on arrival and shall not interfere with customer service nor unreasonably interrupt any Colleague's work.

2.16 Bulletin Boards - The Employer will provide bulletin board space for the posting of Union notices.

2.17 The Employer agrees to include a one page, non-adversarial union information sheet in new hire packets. The Vice President of Labor Relations or his/her representative must give prior approval of the information sheet.

2.18 Voluntary Political Action Fund Deduction. The Employer shall deduct the sum specified from the pay of each member of the union who voluntarily executes a political action contribution authorization form. The amount deducted and a roster of each employee authorizing assignment of wages will be transmitted to the Union. The Union and each employee

authorizing the assignment of wages for payment of the voluntary political action contributions hereby undertakes to indemnify and hold the Employer harmless from all claims, demand, suits and other liability that may arise against the employer for or on account of any deduction made from the wages of such employee.

2.20 Negotiating team members (not to exceed 15) shall be given unpaid release time for joint negotiations of this agreement between UFCW ~~local 24~~Local 3000 and Macy's. Time spent during negotiations will be treated as time worked for the purposes of seniority and all benefit hours accrual.

ARTICLE 3 - DEFINITIONS

3.01 Regular Full-Time Colleagues - Colleagues who are regularly scheduled to work thirty (30) hours per week or more.

3.02 Regular Part-Time Colleagues - Colleagues who work a varied schedule of less than thirty (30) hours per week.

3.03 Flex Colleagues - Regular Colleagues who are self-scheduled in various departments of the store.

- Flex Colleagues must work a minimum of 20 hours each quarter (1st through 3rd quarter only).
- Flex Colleagues must work a minimum of 32 hours during the 4th quarter.
- Flex Colleagues are expected to work 2 key days per quarter (1st through 3rd quarter)
- Flex Colleagues are expected to work 3 key days per quarter in the 4th quarter.

Should a flex Colleague not meet the above requirements in a given quarter, they will be notified in writing and required to acknowledge that should any of the above requirements not be met during any one of the next two (2) quarters, the Flex Colleague would be discharged as a voluntary resignation.

3.04 Extra Colleagues - Colleagues who work on call, subject to business fluctuations, special sales, etc., as needed by the store.

3.05 Regular Pay - Regular pay shall be defined as an Colleague's current hourly rate or average earnings (measured over the most recent calendar year or part thereof exclusive of PM's, Spiff's, etc.)

ARTICLE 4 - WORKING HOURS

4.01 Working Hours - The straight time work week shall consist of not more than five (5) days, forty (40) hours per week, eight (8) hours per day, Sunday through Saturday, except as otherwise provided herein.

4.02 Schedules.

Sales Colleagues

Schedules for Sales Colleagues shall be posted nine (9) days prior to the scheduled work week.

Support Colleagues

Support Colleagues shall be placed on a straight-time schedule of hours, which shall be posted by 6:00 PM, Thursday, two (2) weeks prior to the scheduled work week unless it is a permanent core change which would require three (3) weeks prior to the scheduled work week.

No change shall be made in an Colleague's work schedule after final posting time, unless by mutual agreement between the Employer and the Colleague. However, schedules may change in the event of an emergency such as a snowstorm, fire, flood, power curtailment, or any other cause beyond the Employer's control; provided, that in the event of said emergency any affected Colleague should be notified of a change in their schedule prior to reporting to work or they shall be entitled to pay for the entire scheduled shift. In the case of an emergency, employees are expected to make a good faith effort to call the emergency phone line at 1-877-463-6337 for instructions if, through prior understanding, and or public notice, they had reason to believe the store could be closed on their regularly scheduled day.

4.02.1

Sales Colleagues

Sales Colleagues shall make requests for days off through MySchedule Plus.

Support Colleagues

Support Colleagues shall make requests for days off no later than Monday noon of the week prior to the posting of the schedule in which the day off is requested. Requests made between Monday, 12:00 noon and Thursday, 12:00 noon will be handled on a case-by-case basis and the Company will accommodate where possible. Requests for days off made more than thirty (30) days prior to the day off shall be approved or disapproved within fourteen (14) days of the request.

Shift Trades

4.02.2

Sales Colleagues

Sales Colleagues may by mutual agreement trade single shifts through MySchedule Plus.

Support Colleagues

Support Colleagues may by mutual agreement trade single shifts provided the Employer has approved the trade. Support Colleagues may, by mutual agreement, trade a full core schedule (minimum Sunday through Saturday) for a period not to exceed three (3) months, provided the Employer has approved the trade. The Employer shall have no liability for violations of the Agreement which may arise from this temporary full-core schedule trade.

4.03 The Colleague must keep their MY-INSITE profile updated in order to be entitled to the benefits of Section 4.02.

4.04 In the event any store should have particular operating problem necessitating certain individual or individuals to be employed regularly a greater or lesser number of hours per week than those established by this Agreement, special arrangements may be made therefore with

the approval of the Employer and the Union.

4.05 There shall be a minimum of ten (10) hours between scheduled straight-time shifts. Work performed prior to the ten (10) hours between two (2) straight-time shifts, when scheduled by the Employer, shall be paid at the rate of time and one-half (1½) up to the end of the (10) hour rest period. Colleagues, by mutual agreement, may be scheduled to work with less than ten (10) hours rest between shifts during the Holiday Season and inventory, at the straight time rate of pay.

4.06 Overtime Work - Time worked in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week, shall be paid at the overtime rate. Time worked on the sixth (6th) day in a regular work week or on the fifth (5th) day in a holiday week may be worked at straight-time on a mutually agreeable basis between Colleague and Employer.

4.07 Overtime Rate - Overtime will be paid at the rate of one and one-half (1½) times the Colleague's regular basic wage rate, unless FLSA rules provide a different interpretation. Commission Colleagues will be paid one and one-half (1½) times their average wage rate as required by Federal and State regulation.

4.08 Colleagues shall not be required to take time off in lieu of receiving overtime pay.

Preferred Day Off

4.09

Sales Colleagues

Sales Colleagues shall select preferred days off through MySchedule Plus.

Support Colleagues

Days off shall be designated by the Employer. All Colleagues shall have a preferred day off based on seniority.

4.10 Designation of daily hours to be worked within the limitations of this provision (Section 4.10) shall be at the discretion of the Employer; provided, however, that no Colleague shall be laid off before his/her scheduled day's work is completed.

4.11 Colleagues shall properly serve customers who are in the store at closing time. Colleagues shall be compensated for time worked after shift ends.

4.12 Retirees and laid-off Colleagues called back for inventory work will be covered by the wage provisions of this Agreement. Current Colleagues shall have first call on straight-time inventory hours.

4.13 Meal and rest breaks - Daily working hours for Colleagues shall be consecutive, except that they shall have not less than forty-five (45) minutes nor more than one (1) hour for a meal, in cases of mutual agreement between the Employer and Colleague a lunch period of thirty (30) minutes may be scheduled. Colleagues working a shift of six (6) hours or less shall have thirty (30) minutes for a meal. Meal periods for Colleagues shall be no earlier than two (2) hours nor later than five (5) hours from the beginning of the shift. No Colleague shall be required to work more than three (3) hours without a rest break, within a four (4) hour block. Rest breaks shall be fifteen (15) minutes in length. The employer agree to provide thirty (30) day's notice to the Union and Colleagues of any significant changes made to the regular assignment of meal period lengths that affects a majority of the sales or support Colleagues at a specific store.

Minimum Shifts

4.14

Sales Colleagues

Short-hour shifts beginning prior to 6:00 pm shall not be less than four (4) hours, and short-hour shifts beginning after 6:00 pm shall not be less than three and one-half (3½) hours.

Support Colleagues

Short-hour shifts shall be not less than four (4) hours.

4.15 Sunday Openings - Regular full-time and regular part-time Colleagues hired prior to May 1, 1987 shall be guaranteed time and one-half (1½) for all hours worked on Sunday. All Colleagues hired after May 1, 1987, but prior to July 25, 1996, shall be guaranteed one dollar (\$1.00) per hour premium for all hours worked on Sunday. All Colleagues hired after July 24, 1996, but prior to August 4, 2000 shall be guaranteed fifty cents (50¢) per hour premium for all hours worked on Sunday. All Colleagues hired after August 3, 2000 shall receive the straight time rate of pay for all hours worked on Sunday.

Within 45 days of the date of ratification (August 30, 2012) all Sales Colleagues who receive Sunday premium pay [T1/2, additional \$.50 per hour, or additional \$1.00 per hour] will have the hourly value of the premium [in the case of T1/2 it is the ½ time] added to their new base hourly rate effective on the date of the stores pay plan conversion. [The total 2010, 2011 and 52 weeks prior to June 16, 2012 premium paid divided by the productive hours for the same period.] Premiums for working on Sunday will then be discontinued for these Colleagues, as it is added to their base hourly rate.

(For Display Colleagues refer to Letter of Understanding #21.)

Sunday Voluntary Work

4.16

Sales Colleagues

Sales Colleagues hired prior to May 1, 1987 (Southcenter Mall), May 15, 1987 (Commons Mall), or September 1, 1987 (ELB, AOB Everett Mall and Alderwood Mall), shall be given a one time opportunity to select to work or not to work on Sundays. Colleagues who choose not to work on Sunday shall not be discriminated against.

Support Colleagues

For Support Colleagues hired prior to May 1, 1987 (Southcenter Mall), May 15, 1987 (Commons Mall), or September 1, 1987 (Everett Mall and Alderwood Mall), all work on Sunday shall be voluntary. Colleagues who choose not to work on Sunday shall not be discriminated against.

4.17 Consistent with the needs of business, the Employer shall make every effort to spread Sunday work among its Colleagues.

Consecutive Days Off

4.18

Sales Colleagues

Sales Colleagues shall schedule all days off through MySchedule Plus.

Support Colleagues

Colleagues who work on Sunday as part of their five (5) day work week shall be allowed two (2) consecutive days off, Monday through Friday, unless mutually agreed otherwise between Employer and Colleague.

- 4.19 a. [Southcenter Mall only] Commission Colleagues hired prior to May 1, 1987 shall have only the straight-time charged against their commission and the half-time shall be figured separate and apart.
- b. [Alderwood Mall only] Commission Colleagues shall have only the straight-time charged against their commission and the half-time shall be figured separate and apart.

Sunday Opening Language

4.20 Should the store's open hours be extended on a Sunday, the lunch period shall be thirty (30) minutes.

Limiting Availability

ARTICLE 5 - SENIORITY

5.01 Probationary Period - The following provisions shall prevail upon completion of a probationary period of one hundred twenty (120) consecutive days. Termination during the probationary period shall not be subject to the provisions of Article 14.

5.02 Seniority shall be on a departmental or divisional basis, except for Cosmetics where seniority shall be by line. Where merit and ability are equal, a Colleague's store seniority shall be recognized when it is necessary to decrease the number of regular Colleagues or their work hours. Where merit and ability are equal, a Colleague's departmental/divisional seniority shall be recognized when it is necessary to increase the number of regular Colleagues or their work hours. Merit and ability means the merit and ability to do an available job in a good and proficient manner, taking into consideration an Colleague's total conduct, performance, and contribution. Selling Colleagues changing their availability shall update their availability via MY-INSITE, support Colleagues must submit these changes in writing to their supervisor.

5.02.1 The Employer shall be the judge of whether the merit and ability of the Colleagues are equal; but this judgment shall be fairly and reasonably exercised. If a senior Colleague in a department is not returned to work or has his/her hours reduced or is laid off, and the Employer's judgment as to this Colleague's merit and ability is challenged through the grievance procedure, it shall be the obligation of the Employer to demonstrate that the merit and ability of the senior Colleague was not equal to that of the preferred junior Colleague.

5.03 Seniority Rights shall terminate for the following reasons:

- a. Voluntary quit;
- b. Discharge in accordance with Section 13.01;
- c. Lay-off for six (6) months;
- d. Illness or injury for six (6) months, or a mutually agreed to longer period.
- e. Retirement
- f. Failure to return to bargaining unit position in accordance with article 5.07

5.04 Job Posting - Job openings will be posted for no less than seven (7) calendar days. Job opening notices shall include job title, classification, commission eligibility, anticipated hours, start date and closing date for application. Open positions will be posted at a designated location within each store. Colleagues who apply for an open position who are not interviewed shall be informed why they were not interviewed within seven (7) days of the closing date for application.

Transfers Prior to Implementation of MySchedule Plus

5.04.1 Transfer to Job Openings - A Colleague's written request for transfer to job openings, or to other stores of the Employer under contract with UFCW ~~Local 24~~Local 3000 will be given fair and reasonable consideration. Where merit and ability are equal, a Colleague's store shall be recognized when considering a Colleague's written request for transfer to job openings. A Colleague transferring from one department/division or store to another, will carry his/her store seniority to the new department/division for the purposes of determining vacation, holidays, decrease in hours, and layoff. There is no bumping of Colleagues allowed under this provision. Any subsequent increase in hours or preferred day off selection will be based on departmental/divisional seniority. All such transfers shall be voluntary.

Transfers Post Implementation of MySchedule Plus

5.04.1 Sales Colleagues

Transfer to Job Openings - A Colleague's written request for transfer to job openings, or to other stores of the Employer under contract with UFCW ~~Local 24~~Local 3000 will be given fair and reasonable consideration. Where merit and ability are equal, a Colleague's store shall be recognized when considering a Colleague's written request for transfer to job openings. A Colleague transferring from one department/division or store to another, will carry his/her store seniority to the new department/division for the purposes of determining vacation, holidays, and layoff. There is no bumping of Colleagues allowed under this provision. All such transfers shall be voluntary.

Support Colleagues

Transfer to Job Openings - A Colleague's written request for transfer to job openings, or to other stores of the Employer under contract with UFCW ~~Local 24~~Local 3000 will be given fair and reasonable consideration. Where merit and ability are equal, a Colleague's store shall be recognized when considering a Colleague's written request for transfer to job openings. A Colleague transferring from one department/division or store to another, will carry his/her store seniority to the new department/division for the purposes of determining vacation, holidays, decrease in hours, and layoff. There is no bumping of Colleagues allowed under this provision. Any subsequent increase in hours or preferred day off selection will be based on departmental/divisional seniority. All such transfers shall be voluntary.

5.05 If two (2) or more existing departments are merged, a Colleague's store seniority shall likewise be merged and recognized for the purposes of determining vacation, holidays, decrease

in hours or layoff. Any subsequent increase in hours or preferred day off selection shall be based on departmental seniority from the prior department. If an existing department splits into two or more departments Colleagues shall be assigned considering their preference in accordance with store seniority. The seniority rosters will then be maintained separately for each department.

5.05.1 In the event of a merger or split of selling departments or the establishment of a new leased department, the employer will give the union reasonable notice.

5.06 Colleagues will be given fair and reasonable sales opportunity during all working hours.

5.07 If a bargaining unit employee transfers to a non-bargaining unit position within Macy's, Inc. stores represented by UFCW ~~Local 24~~Local 3000 and returns to the bargaining unit within one hundred and eighty (180) days, the employee's seniority, store and department provided they return to the same department, and benefit accrual will not be affected. Colleagues below the thereafter rate will be credited for all hours worked in the above positions toward their current hourly progression.

ARTICLE 6 - WAGES AND CLASSIFICATIONS

6.01 All rates shall prevail as the basic hourly wage rates with the exception of Holiday Season hires. In no event shall any wage classification be less than ~~twenty cents (\$.20) per hour above the then current Washington State minimum wage, the current minimum wage (federal, state, county, or municipality), as applicable to the individual location(s).~~

6.02 Every Colleague ~~(except those whose rate is determined by sections 6.10.1 or 6.10.2) at or above the Thereafter rate~~ will receive general wage increases to their existing wage rates, as follows:

~~Year 1 (Sunday prior to June 1, 2021) \$0.50~~

~~Year 2 (Sunday prior to June 1, 2022) \$0.25~~

~~Year 2 (Sunday prior to November 27, 2022) \$0.25~~

- ~~• Year 1 (Sunday prior to June 1, 2023) \$0.50 for all current colleagues as of the date of ratification of the contract*~~
- ~~• Year 2 (Sunday prior to June 1, 2024) \$0.50 for all colleagues with 3+ years of service~~
- ~~• Year 3 (Sunday prior to June 1, 2025) \$0.50 for all colleagues with 3+ years of service~~

~~*To be paid on the first Sunday after ratification with retro calculation from 6/1/23 to 10/7/23.~~

~~Effective the first Sunday after ratification, the minimum in-hire rate for Base Hourly Rate and Base Hourly Rate Plus Commission will increase to \$17.00.~~

- ~~• Effective the first Sunday after ratification, the Company will make a one-time rate adjustment to the minimum in-hire rate of \$17.00 for locations not impacted by the~~

Tukwila minimum wage increase. Current Base Hourly Rate and Base Hourly Rate Plus Commission colleagues, whose current hourly rate is below \$17.00 will have their hourly rate adjusted to \$17.00. Pay adjustments will be managed in the following manner:

- o Current Base Hourly Rate and Base Hourly Rate Plus Commission colleagues whose current hourly rates are less than \$17.00 will move to \$17.00 or receive the GWI, whichever is greater, but not both the \$17 and the GWI, no double dipping.
- o Current Base Hourly Rate and Base Hourly Rate Plus Commission colleagues whose current hourly rates are \$17.00 or greater will receive the GWI.

All colleagues hired on the Sunday after ratification or later, will be placed on the following wage scale:

<u>In hire rate</u>	<u>\$17.00 or minimum wage if higher</u>
<u>1 year</u>	<u>\$0.35 above the highest applicable minimum wage or in-hire rate</u>
<u>2 years</u>	<u>\$0.50 above the highest applicable minimum wage or in-hire rate</u>
<u>3+ years</u>	<u>GWI</u>

The above increases will go into effect on the Sunday prior to June 1st of each applicable year. To be eligible for the above increases, colleagues must have one (1) year of service as of the Sunday prior to June 1 of each year.

All colleagues on the above wage scale will only receive the above wage increases if the federal, state, county, or municipality minimum wage increases (i.e., if there is no minimum wage increase, then there will be no escalator or other increase). As an example, if minimum wage does not increase above \$17.00 in year 2, then there will be no increase for year 2.

~~Wage progressions attached as Appendix B~~

~~Transition from Hourly to Annual Progression:~~

~~• All colleagues will convert to the annual progression scale based on their existing classification and length of service. For purposes of transitioning over to an annual progression only, colleagues will be placed one step above the step their length of service corresponds to (see example below). Year 2 and Year 3 progressions will be determined by their exact length of service at the time of calculation.~~

~~• Progressions will be calculated on 6/1 annually based on~~

~~length of service until they reach the Thereafter rate. Increases will be processed and paid retroactively to the Sunday prior to 6/1.~~

Example:

~~• **Year 1** – A Non-Commission Sales colleague working in a group 1 store with 2 years and 7 months service on the Sunday prior to June 1, 2018 would be placed at the 3-4 year step with a rate of \$15.26. **Year 2** – On the Sunday prior to June 1, 2019 the same colleague now has 3 years and 7 months of service, their rate would correspond to the 3-4 year step for Year 2 of the contract and be \$15.71.~~

~~• **Year 3** – On the Sunday prior to June 1, 2020 the same colleague now has 4 years and 7 months of service, their rate would now correspond to the 4-5 year step for Year 3 of the contract and be \$17.05.~~

6.03 Colleagues assigned prior to September 8, 2003 in the Intimate Apparel Department who have successfully completed the Fitting Training Course, shall be paid a premium of thirty-five cents (35¢) per hour above contractual minimums. In order to qualify for this premium, the Colleague must have twelve (12) months of experience in fitting. Notwithstanding the above, any employee receiving this premium prior to the 2006 ratification date will be grandfathered as long as they continue to be assigned to the Intimate Apparel Department.

6.03.1 Counter Managers, defined as having one (1) or more beauty advisors assigned to their line, shall receive an additional one dollar and fifty cents (\$1.50) per hour above their wage scale.

6.04 Department Commission Rates:

All Commission eligible sales Colleagues will receive commission at no less than the minimum commission rates for their assigned department or as an on-call (Flex Colleague or Extra), per the commission rate chart below.

Commission Rate Schedule

<u>Merchandise</u>	<u>Assoc A/AS</u>	<u>Pay Plan</u>	<u>Rate</u>
Women's Shoes	05xx, 732	Draw vs Commission	8.50%
Men' Shoes	05xx, 732	Draw vs. Commission	8.50%
Men's Tailored	05xx, 732	Draw vs. Commission	6.50%
Men's Furnishings	05xx, 732	Draw vs Commission	4.00%
Other*	05xx, 732	Draw vs Commission	3.00%
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Furniture	12xx, 14xx	Draw vs. Commission	6.00%
Mattresses	12xx, 14xx	Draw vs. Commission	6.00%
Floor Covering	12xx, 14xx	Draw vs. Commission	6.00%
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Fine Jewelry	40xx	Base Plus Commission	1 See appendix C

Cosmetics	04xx	Base Plus Commission	3.00% 2.77%
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*Other = Intersell of merchandise not listed above

6.05 The Employer will furnish parking for Colleagues who are required to use their cars for work, at the Employer’s request. Colleagues required to use their cars for work will be reimbursed at the IRS rate.

6.06 It is understood and agreed that drawing accounts or guarantees specified in this Agreement shall be considered and calculated as minimum rates of pay for services performed during straight-time hours of work on a basic work week of forty (40) hours. Commission calculated during a period of absence, other than vacation, shall be charged against the Colleague’s last draw period, unless the Colleague’s failure to earn full draw during such period was due to unusual circumstances. Overtime pay for commission sales people shall not be charged against earned commission.

6.06.1 The Employer will provide Colleagues on a Commission pay plan with weekly reporting on their commission eligible sales and commission calculation, including sales and returns by department and class, and a listing of transactions by day.

When a Colleague enters a commission eligible position, the Employer shall provide him/her with the Understanding Commission document, which outlines how their pay plan works and how to access and read the available reporting.

6.07 [Southcenter Mall only] It is agreed that where commissions are now paid to individuals in other merchandise classifications or departments, the rates for people presently employed shall remain as they were on May 15, 1978.

~~Sales Colleagues formerly grandfathered under section 6.07 of the 2003 to 2006 Agreement shall receive the following wage rates*:~~

5/30/2021	5/1/2022	11/27/2022
\$18.88	\$19.13	\$19.38

Returns are not to be deducted after 180 days from date of sale. The date of sale is determined by when the merchandise is delivered to and accepted by the customer, be it in-store, or by delivery outside of the store.

6.08 Chargebacks - Upon request the Employer will furnish Colleagues in contractual commission departments information on charge backs, including transaction number, store, date of return, article, amount, and ringing Colleague number. This information will be provided no later than two weeks from the date of request. This may be done by means of a monthly departmental list available to all Colleagues within that department, or, by other reasonable means which will supply the information to the Colleagues. The purchase date of the original transaction(s) and a photocopy of all credits in excess of one hundred dollar(\$100.00) shall be furnished upon written request. There shall be no chargebacks of Macy’s Dollars, Holiday Dollars, Opportunity Dollars and the like.

6.09 Unidentified returns shall not be charged back to Colleagues in any manner. Where there is positive proof of previous consummation, Colleagues shall be given credit for any of

their own special orders which are written up while they are on vacation.

6.10 Commissions are to be paid weekly. For Colleague hired August 30, 2012 or before, deficits are to be adjusted as herein provided. Summarized statements of department sales are to be furnished each salesperson. Deficits will be wiped out bimonthly for all Colleagues except Big Ticket where deficits will be quarterly (March 31, June 30, September 30, and December 31). Colleagues hired after August 30, 2012 will have a one hundred dollar (\$100) maximum wipe off the last week of each quarter. Newly hired or placed Colleagues will have a full deficit wipe off sixty (60) days following date of hire.

6.10.1 Draw Rate Reduction- Colleagues hired after August 30, 2012 will have a seasonal review to determine their draw rate. If the selling rate for the season is below the draw rate, and have an end of season deficit of two hundred dollars (\$200) or more the draw rate will be reduced to the selling rate, not to exceed a 10% reduction, effective no later than week two (2) of the second month of the following fiscal season.

6.10.2 Draw Rate Increase- Colleagues hired August 30, 2012 or after who are below the thereafter rate may request in February and August of each year an increase in their draw rate up to their progression rate not to exceed their selling rate for the prior fiscal season. Colleagues hired after August 30, 2012 may request the same as above not to exceed 80% of the selling rate for the prior fiscal season.

6.11 Non-Productive Time - Non-Productive Time shall be defined as time during store open hours when the Employer restricts the Colleagues from selling opportunities and will not be charged against commission. Time worked in excess of thirty (30) minutes prior to store opening or thirty (30) minutes after store closing will be considered non-sell time for commission purposes.

6.12 Service Professional Guidelines - Colleagues assigned the designation of Service Professionals will not have a sales goal. Service Professionals will be expected to meet Macy's credit performance standard. Service Professionals shall not take/receive sales credit on their own number. Sales Colleagues will receive credit for all their personal sales rung by a Service Professional.

6.13 Service Professionals will have a separate seniority within their assigned departments.

6.14 Display work includes but is not limited to:

1. Select and/or coordinate apparel and accessories to use in windows and/or displays; list merchandise selected according to color, styles and general background for use in advertising;
2. Select and dress mannequins;
3. Keep track of mannequins and send out for repair as needed;
4. Artist;
5. Responsible for installing fashion platforms and departmental displays;

6. Responsible for installing windows and escalator displays;
7. Building, installing, maintaining, storing and issuing of display properties;
8. Responsible for maintenance, storage and transportation of mannequins, display props and paper work (record keeping) connected therewith;
9. Installing displays of furniture for windows, escalators and platforms; and doing the required transportation of furniture and heavy properties when making said installations;
10. All display work performed outside of the store, including Fashion Shows, Outside Decorating, Warehouse Sales. Exhibits, etc.

6.15 Display Colleagues will be paid double-time for all hours worked after 16 hours until shift terminates.

6.16 Display Colleagues shall have the right to overtime by seniority within their location, provided they have the merit and ability to do the job.

6.17 Display Colleagues shall be given at least forty-eight (48) hours advance notice of overtime to be worked or they may refuse the overtime work, provided that Colleagues may be required to work over-time by inverse seniority if an adequate number of Colleagues do not accept the overtime (except in cases of operational emergency).

6.18 Display Colleagues may be required to work overtime to finish a job which has been started by them and must be finished before they leave. The forty (48) hour notice does not apply to these cases.

6.19 Merit Plan and Over-Scale Colleagues - Except as otherwise provided, the terms herein are intended to cover only minimums in wages. The Employer may place merit increases in effect and may reduce the same to the minimums herein prescribed should performance become unsatisfactory. The Employer shall exercise fair and reasonable judgment.

6.20 All employees paid above the "Thereafter" rate shall receive the same increases (including lump sums) as the "Thereafter" rate for their classification each year of the agreement. Maintenance of Colleagues at over scale rates shall be at management's discretion.

6.21 No Colleague included within the terms of this Agreement enjoying higher wages or more liberal vacation privileges shall receive a reduction in basic wages or vacation privileges; provided, however, that when a change in classification or hours occurs, this shall not apply as to wage rates.

6.22 Colleagues shall receive their usual compensation when they handle mail order and telephone transactions.

6.23 Previous Experience - Colleagues with Macy's Department Stores experience in a like position, within the previous two (2) years from date of hire shall be hired or transferred at a wage rate no less than their base wage rate during their prior employment period with Macy's.

Colleagues hired at an over scale rate shall move to the next progression step based upon their anniversary date.

6.24 Any new Colleague may be given up to twenty-four (24) hours non-floor training at the first apprentice bracket wage rate.

6.25 Determination of Classification - Fifty-one percent (51%) of the time spent in employment under any classification for which provision is made in this Agreement shall determine the classification of the Colleague for the purpose of this Agreement; provided, however, that in the event more than two (2) classifications are involved the classification shall be settled on the basis of job analysis made by a representative of the Union and a representative of the Employer.

6.26 Lead Premium - Any non-commission Colleague assigned to perform lead duties shall receive an additional one dollar (\$ 1.00) per hour. For those Colleagues regularly assigned lead duties, this premium will be part of their regular rate of pay. Should the Company implement a twenty-four (24) hour sales operation; the parties will meet and bargain over the effects. Shop and Floor Captains shall continue to receive the lead premium.

6.27 Effective July 1, 2009, the GSST program shall be eliminated. Should Macy's wish to implement the program in the future, Macy's will negotiate with the Union over the implementation.

6.28 Shift Premium- Colleagues who work a shift beginning on or after 11:00 PM shall receive a premium for all time worked between 12:00 midnight and 4:00 AM. Hourly Colleagues or bas plus commission Colleagues shall receive a premium equal to 10% of the employees base hourly rate of pay. Draw VS Commission Colleagues shall receive a premium calculated at 10% of their draw rate. This premium shall not be included in commission calculations.

ARTICLE 7 - HOLIDAYS

7.01 The following days shall be considered holidays:

New Year's Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

In addition to the holidays referenced above, an additional holiday may be scheduled in recognition of Martin Luther King Day for legacy colleagues hired before the date of ratification. Colleagues with at least four (4) weeks' notice to the Company prior to schedule issuance will be given the opportunity to use one of their personal days for the celebration of Martin Luther King Day. Colleagues who are eligible for holiday pay under 7.02 if employed on the observed Martin Luther King Holiday.

For employees hired February 1, 2013 and later President's day will be excluded as a holiday. One additional personal holiday will be added to their Personal Day entitlement under 7.01.1.

7.02 Colleagues who have completed their probationary period shall be entitled to holiday pay, provided they work the holiday if scheduled, and the last day of their schedule before and the first day of their schedule following the holiday. If the Colleague fails to work any of the above days without permission of the Employer or its representative, the Colleague shall forfeit

holiday pay, with the exception that bona fide illness or accident or use of a personal day shall be deemed an excused absence, provided that the Colleague works within either the ten (10)

calendar day period prior to or the ten (10) calendar day period following the holiday. The Employer may require the Colleague to provide satisfactory evidence of any illness or accident claimed above.

7.03 All Colleagues shall be paid regular pay for the holiday on the basis of the Colleague's PTO average hours compensated during the previous fiscal year. Time off for bona fide illness or accident shall be treated as compensated hours for the purpose of calculating average hours compensated. Colleagues hired for the Holiday season as defined in this contract, shall not be entitled to holiday pay under this agreement.

7.04 Any Colleague laid off the day prior to or the day following a holiday shall receive pay for such holiday provided the Colleague is otherwise eligible for holiday pay.

7.05 During the week in which a holiday falls, the work week shall be four (4) days excluding the holiday.

7.06 All Colleagues who work on the fifth (5th) day, excluding the holiday, in a holiday week shall be paid at the rate of time and one-half (1½) of the regular straight-time rate of pay.

7.07 If the Employer elects to remain open for business on the day of observation of New Year's Day, for all colleagues hired prior to February 1, 2013, Presidents' Day (the third Monday of February), Memorial Day, Fourth of July, and/or Labor Day, and/or Thanksgiving, in addition to the holiday pay the Employer will compensate Colleagues at the rate of time and one-half (1½) for all hours worked on those days or in the following manner:

- a. [Southcenter Mall only] Colleagues hired prior to May 1, 1988, who work on the above holidays will be compensated for hours worked at the rate of double-time, in addition to holiday pay.
- b. [Alderwood] Colleagues hired prior to September 1, 1988, who work on Presidents' Day will be compensated for hours worked at the rate of double time (2x), in addition to holiday pay. Each Colleague transferring from a Bon establishment which was affiliated with the former Seattle Department Stores Association Agreement will continue to receive double time (2x) for hours worked on the above holidays in addition to their regular holiday pay.
- c. All Draw vs. Commission Colleagues will have the straight-time rate, for working on the holiday, charged against draw.

Each employee who works on the remaining holidays will be compensated for hours worked at the rate of time and one half (1½), in addition to the holiday pay. Commission employees will have their straight-time rate charged against draw.

Each employee transferring from a Bon establishment which was affiliated with the former Seattle Department Stores Association Agreement will continue to receive double time (2x) for hours worked on the above holidays in addition to their regular holiday pay.

7.08 Regular Colleagues shall have the choice to work or not work on any holiday based upon seniority and those who do work shall be allowed to work either the full shift the store is open, or a full eight (8) hour shift if the store is open for eight (8) hours or longer. However, in the cases in which the number of Colleagues volunteering to work on a holiday is less than the number needed to staff the department, the Employer shall have the right of requiring the Colleagues to work in the order of inverse seniority.

7.09 It is understood and agreed that the Employer shall not be open on Christmas Day, or Easter Sunday.

Regarding work on Thanksgiving:

1. Working shifts on Thanksgiving is voluntary.
2. If not enough shifts are available due to an excess of volunteers, shifts will be assigned by seniority, by department.
3. If enough Colleagues don't volunteer, Macy's will then assign Holiday Hire Colleagues to unfilled shifts
4. If shifts still unfilled they will be assigned by inverse seniority by store (inclusive of Flexible Work Team), except departments that are commission. Fine Jewelry Colleagues must be Fine Jewelry security cleared.
5. Thanksgiving day holiday pay (1.5 times pay) will be applied to all hours worked on the shift beginning on Thanksgiving day and ending on Thanksgiving day or ending on the Friday following Thanksgiving.
6. 10% shift differential for all hours worked on Thanksgiving between 10:00 pm of Thanksgiving and 6:00 am of the Friday following Thanksgiving.
7. No shift less than 5 hours on Thanksgiving
8. All these Thanksgiving shift rules are a supplement to section 7.07 and only apply to Thanksgiving.

7.10 It is understood that the principle of holiday pay is to insure that no individual shall lose by virtue of an Employer's place of business being closed.

ARTICLE 8 - VACATIONS/PERSONAL DAYS/PTO (PAID-TIME OFF)/SICK LEAVE

8.01 Vacations shall be calculated on ~~a fiscal year from February through the following January~~based on hours compensated in the previous calendar year. For DVC and Base Plus colleagues they will be paid using their average hourly rate.— Colleagues shall be provided in writing their vacation entitlement for the current year no later than March 1st.

Vacation requests should be submitted by March 15th and approval or disapproval must be provided within thirty (30) days. Vacations requested by March 15th may be for up to two (2) weeks consecutively based on seniority. All vacation requests received after March 15th will be scheduled at least thirty (30) days after the request date and will be approved or disapproved within fourteen (14) days of the request date.

8.02 Vacation hours shall be allocated after the completion of each fiscal year based on the total hours compensated in the previous ~~fiscal~~calendar year. Regular Colleagues who has been compensated a total of eight hundred and sixty six (866) total hours or more by the completion of fiscal year shall receive paid vacation in accordance with the schedule hereinafter set forth. Colleagues who regularly work ninety percent (90%) of the fiscal year, inclusive of paid holidays, vacations, overtime shall not have vacation prorated due to temporary layoff.

8.03 Colleagues with more than one (1) year who do not qualify for vacation under Article 8.02 but who have worked by the end of the January period, an average of eight (8) hours or more per week for twenty-six (26) weeks, or more (not necessarily consecutive), during the year shall be paid vacation in accordance with the formula hereinafter set forth.

8.04 Colleagues who do not receive vacation pay for the original fiscal year in which they were employed because of not qualifying under either Articles 8.02 or 8.03 shall receive vacation pay for the period and their current period if they qualify for vacation in the current period based upon the formula in Article 8.05.

8.05 Vacation Entitlement for Colleagues Hired Prior to February 1, 2013:

Length of Service	Entitlement	Maximum
0 - 2 years	1 hour regular pay per 40 hours compensated	40 hours
2 - 8 years	2 hour regular pay per 50 hours compensated	80 hours
8 - 12 years	3 hour regular pay per 50 hours compensated	120 hours
12 - 20 years	4 hour regular pay per 50 hours compensated	160 hours
20 + years	5 hour regular pay per 50 hours compensated	200 hours

Vacation Entitlement for Colleagues Hired February 1, 2013 or Later:

Length of Service	Entitlement	Maximum
0 - 2 years	1 hour regular pay per 40 hours compensated	40 hours
2 - 8 years	2 hour regular pay per 55 hours compensated	80 hours
8 - 12 years	3 hour regular pay per 55 hours compensated	120 hours
12 - 20 years	4 hour regular pay per 55 hours compensated	160 hours
20 + years	5 hour regular pay per 50 hours compensated	200 hours

8.06 In case of bona fide sickness or disability for a period not exceeding 60 days per year, the vacation shall not be affected.

8.07 Any vacations earned under the above provisions, but not taken, shall be allowed in full upon resignation or discharge; provided, however, that no vacations shall be allowed for removal from the payroll for dishonesty. Accrued vacation that has not been earned shall be forfeited.

8.08 In the event a contractual holiday (as defined in Article 7) falls during an Colleague's paid vacation, an additional day's pay or an additional day's vacation, at the Employer's option, shall be given.

8.09 Colleagues shall be permitted to take earned vacation weeks consecutively subject to seniority, with the understanding that nothing in this Agreement is intended to interfere with the Employer's right to reasonably determine the number of Colleagues in a given department, if any, who can be on vacation during any particular week.

8.10 Extended Vacations - Colleagues with three (3) years or more service may take one (1) extended vacation once in each three (3) year period of employment without breaking seniority. The length of extension beyond any accrued vacation shall be by mutual agreement between the Colleague and the Employer and must be requested in writing.

8.11 Personal Days - In addition to Holidays referenced in Article 7.01 regular Colleagues hired and on the payroll six (6) months or more shall receive one (1) personal day which may be taken on a scheduled or unscheduled basis. Colleagues on the payroll one (1) year or more shall receive four (4) additional personal days which may be taken on a scheduled or unscheduled basis for a total of five (5) days annually thereafter. Scheduled days will be paid at the regular pay rate and unscheduled days will be paid at the current hourly rate. There is no carryover of personal days from one year to the next and unused days are not paid out at termination. Unscheduled days may be taken for any reason and will not result in an occurrence. No more than two (2) unscheduled days may be taken in a fiscal month. Colleagues may use more than two (2) unscheduled personal days in any month with management approval.

Scheduled Personal Days may be taken as an additional day's vacation or at any other time mutually agreeable.

8.12 Regarding Washington State Safe/Sick - Both parties agree that the following language and modifications to Article 8 apply to all Colleagues and will bring this policy in full compliance with Washington State Safe/Sick:

- Eligibility - Washington State Paid Sick/Safe Time is available for Colleagues who:
 - Work in the State of Washington; and
 - Have worked at least 90 days for the Company.
- Usage - Colleagues may use Washington Sick/Safe Time for all uses approved under the law.
- Maximum Sick/Safe Time Earned and Usable Per Year:
 - Eligible Colleagues earn Washington State Paid Sick/Safe Time at the rate of one hour for every 40 hours worked with no maximum accrual. There is no cap on usage of Washington State Paid Sick/Safe Time; Colleagues may take any number of hours of Washington State Paid Sick/Safe Time that they have accrued.
 - Carryover - Colleagues may carry over accrued but unused Washington State Paid Sick/Safe Time each fiscal year up to a total cap of 40 hours.
- How Sick/Safe and Vacation Time Work in the MTO System
 - The MTO system displays two line items:
 - “Sick-Safe Washington State/Vacation.” This is systemically allocated time that may be used as sick/safe time or as vacation time.
 - “Vacation.” This is systemically allocated time that may only be used as vacation time and which is subject to Section 8.01.

The combination of these two line items is the total annual Vacation amount. For example, a twelve-year Colleague with a total annual vacation entitlement of 150 hours would see a “Sick-Safe Washington State/Vacation” line item of 40 hours and a “Vacation” line item of 110 hours. The Colleague could use all 150 hours as vacation. Or she or he could use up to 40 hours as Washington Sick-Safe and the remainder as vacation.

 - After a Colleague has worked enough hours to have earned 40 hours of systemically allocated sick/safe time, he/she will begin to accrue *additional* paid sick/safe time at the rate of one hour per 40 hours worked. This additional accrued time can only be used as Washington State Sick/Safe time.

- This means a Colleague who works over 1600 hours in the year will earn an additional one hour of Washington State Sick/Safe time for every 40 hours worked above 1600.
- Rate of Pay
 - A Colleague's "Sick-Safe Washington State/Vacation" is paid at an hourly rate equal to the Colleague's total pay divided by total hours worked for the 90-day period immediately before the Colleague takes the Sick-Safe Washington State/Vacation. This is true whether the time is taken as paid sick time or as vacation.
- NEW or CURRENT Colleagues Not Eligible for Vacation:
 - New or Current Colleagues not eligible for vacation will begin accruing Washington Sick/Safe Time at a rate of 1 hour per 40 hours worked from their hire date and will be eligible to use any accrued Washington Sick/Safe Time upon working 90 days for the company. These Colleagues may carry over accrued but unused Washington State Paid Sick/Safe Time each fiscal year up to a total cap of 40 hours.

8.16 Vacation shall be considered a benefit for the purposes of benefits accrual during negotiations per Article 2.20.

ARTICLE 9 - LEAVES

9.01 Jury Duty - Colleagues called to jury duty shall receive the difference between their regular pay and the pay received for jury duty during the period of actual jury service, up to forty-five (45) days per year. When a Colleague is excused from jury service, either temporarily or permanently, on any scheduled work day, the Colleague shall promptly return to the store and complete any remaining hours of his scheduled work day, if four (4) remain.

9.02 Witness Pay - Colleagues who are called to be a witness on behalf of their Employer shall receive regular pay for such time as though it is work time.

9.03 Death in Family - Upon request of a regular Colleague, the Colleague may choose up to three (3) regular shifts off with pay for the loss of normally scheduled shifts in the event of a death in the immediate family. Immediate family shall be defined as husband, wife, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepparents, stepchildren, grandparents, grandchildren, and domestic partner (Domestic Partner defined in accordance with City of Seattle ordinance). In addition, if the Colleague is notified of the death while he/she is working, he/she will be excused from work and be paid for the balance of that working shift and that time shall not be charged against the applicable funeral leave. Colleagues may choose one (1) day to attend the funeral of an uncle, aunt, nephew or niece. This day shall be taken without pay and shall not result in an attendance occurrence.

9.04 In case of commission Colleagues, time shall not be charged against quota.

9.05 Family and Medical Leave Act (FMLA) - FMLA entitles employees who have been employed for at least twelve (12) consecutive months and worked at least 1,250 hours during the twelve-month period immediately preceding the commencement of family leave is entitled to twelve (12) weeks of family leave. This leave may be used for the following reasons:

1. The birth of the employee's child or to care for the employee's newborn child;
2. Placement of a child with an employee for adoption or foster care;
3. To care for a spouse, child, or parent who has a serious health care condition;
4. The employee's own serious health condition when that health condition makes the employee unable to perform job functions.

The Employer also allows family leave to care for an employee's domestic partner who has a serious health condition. (Domestic partner shall be defined as in the City of Seattle ordinance concerning domestic partners.)

Employees may be required to exhaust all paid vacation leave before utilizing unpaid leave.

9.06 USERRA - A military leave of absence is granted in conjunction with National Guard Duty, or when inducted into military service in all instances where military service is non-voluntary. A military leave of absence under this section does not apply to an employee who enlists for full time duty.

Employees enlisting or entering military service of the United States, pursuant to the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) shall be granted all rights and privileges provided by the Act.

ARTICLE 10 - HEALTH AND WELFARE, DENTAL AND VISION

10.01 For the term of this Agreement the employer shall provide group medical insurance plans including dental and vision care. The benefits for each of the Group Health Plans in effect as of July 1, 2012 shall remain substantially the same for the term of this agreement, subject to changes made by the vendor in its sole discretion or as required to comply with the Affordable Care Act or similar legislation. Should the vendor for the Group Health Plans no longer offer such a product, the Company shall secure plans that are similar to those of the Group Health Plans. The benefits [including contribution rates] must at all times remain the same for employees represented by UFCW ~~Local 24~~Local 3000. This agreement shall not preclude the Employer from making changes such as a new carrier or utilization of a high performance network.

The medical plan shall provide an annual pre-deductible physical examination and certain laboratory tests and X-rays, including mammograms as required by a physician as part of the physical.

The Company will make available Full-Time medical plan options. Plan design and coverage levels of these options will be the same as those made available to Macy's Management employees in the locations with employees represented by UFCW ~~Local 24~~Local 3000.

Affordable Care Act. It shall not be a violation of this Agreement for the Employer to amend, modify or administer its health care plans to meet the requirements of the Affordable Care Act ("ACA") or similar legislation. Changes to the Plans, or to the administration of the Plans, that are required for compliance with the ACA or similar legislation, may be implemented without bargaining.

Colleagues participating in the Full-Time Medical Plans Colleague are subject to a Tobacco surcharge. The Tobacco Surcharge will apply under the same terms and conditions as Macy's Management employees in the locations with employees represented by UFCW ~~Local 24~~Local 3000.

Colleagues who are subject to the Tobacco Surcharge, but agree to participate in a smoking cessation program within the next twelve months will have the surcharge waived.

10.02 Life Insurance, Accidental Death and Dismemberment - For the term of this Agreement, the Employer shall provide the life insurance plan in effect in July 1996 (or a plan providing equal or better benefits) as noted in the company Health & Welfare Plan booklet. Coverage under the plan will be terminated on the last day on which a Colleague is actively at work.

10.03 Disability Insurance - For the term of this Agreement, Colleagues shall be covered under the National Short Term Disability Plan. Colleagues shall contribute one hundred (100) percent of the cost of the Plan.

Coverage under the plan will terminate on the last day on which the Colleague is actively at work.

10.04

Colleagues who average 20 - 29.99 hours paid hours per week will be offered the opportunity to enroll annually in Dental, Vision, Group Life, AD&D, Short Term and Long Term Disability, and Flexible Spending Account coverage.

Colleagues who average 30 hours or more per week will have the opportunity to enroll in Dental, Vision, Group Life, AD&D, Short Term and Long Term Disability, and Flexible Spending Account coverage effective the first month following one month of service. Medical coverage in the PPO plan options or HMO becomes effective the first of the month following six (6) months service for new hires. Thereafter medical coverage will be based on average hours paid and will be measured during the annual measurement period that runs from April 2nd through the following April 1st each year.

Additionally, newly hired colleagues covered under this agreement will initially be offered benefits based on standard hours associated with the position in which they are hired. If the position has standard hours of 30 or more per week, all health and welfare benefit options (medical, dental, vision, HSA/FSA, life, AD&D, Short Term Disability, Long Term Disability, voluntary benefits) will be offered on the effective date of hire. If the position has standard hours of 20 - 29.99 hours per week, all other welfare benefit options (FSA, dental, vision, life, AD&D, Short Term Disability, Long Term Disability, voluntary benefits) will offered on the effective date of hire.

Support Colleagues enrolled in benefits as of the ratification date of October 6, 2015, shall remain eligible for all health and welfare benefit options (medical, dental, vision, HSA/FSA, life, AD&D, Short Term Disability, Long Term Disability, voluntary benefits) as long as the Colleague maintains unlimited availability.

10.05 The parties shall comply with all laws and regulations which may become effective requiring that individual Colleagues be permitted to opt for coverage through a qualified HMO. The law currently provides that the Employer will pay the amount of premium to the HMO that would have been paid to the Employer's Health and Welfare coverage. The Colleague will pay the balance, if any, of the HMO premium.

10.06 National Health Legislation - In the event of enactment of National Health Legislation, the Employer shall not be obligated to provide benefits in the Employer's health and welfare plans, dental care program, or vision care plan which duplicates benefits under such legislation.

10.07 Credit shall be extended in lieu of hours compensated for worker compensation for industrial injury or illness, Washington State Paid Family Leave, and Disability Insurance towards eligibility for all benefits contained in this article and in Articles 8 and 9.

ARTICLE 11 - RETIREMENT

11.01 The Employer shall under the terms of Macy's Inc. 401(k) Retirement Investment Plan. As these plans are from time to time modified or terminated, the Union will be given notice of any plan modification or termination as soon as practicable after such modification is adopted.

ARTICLE 12 - GENERAL CONDITION

12.01 Uniforms and Protective Clothing - Uniforms or other special wearing apparel not suitable for street or general wear shall not be required unless furnished and laundered by the Employer. Protective garments will be provided when work may damage personal clothing.

12.02 Counter and Stock Cleaning - Colleagues shall not be required to do scrubbing or any other heavy cleaning, provided, however, that dusting or cleaning counters or stock with a dry or damp cloth shall not be construed as scrubbing or heavy cleaning.

12.03 Mileage - Upon notification to the Employer, the Internal Revenue Service Standard for mileage reimbursement shall be paid on a total store basis where Colleagues are authorized to use their cars on Company business. Reimbursements for parking fees, bridges, and ferry tolls for those Colleagues who are authorized to use personal vehicles on Company business shall be reimbursed on a weekly basis.

12.04 Bonding - Where a fidelity or guaranty bond is required by the Employer, the premium on such bond shall be paid by the Employer.

12.05 Store Meetings - Time spent attending required meetings, whether during the shift or before or after the shift, shall be considered working time. Colleagues shall not be compensated for attendance at voluntary meetings.

ARTICLE 13 - DISCIPLINE AND DISCHARGE

13.01 The Employer shall have the right to discipline or discharge Colleagues for just cause. Colleagues shall be subject to Macy's as outlined below.

13.02 Coaching conversation

If your performance or conduct falls short, your People Leader will meet with you and talk with you about what is needed to meet expectations-that is the difference between the

desired performance or conduct and the actual performance or conduct. For most colleagues, hopefully this will be all that's needed in meeting expectations of successful job performance. Colleagues are required to acknowledge receipt of the coaching conversation with their signature. This will be placed in your file and remains active for 6 months.

13.03 Formal Warning

If after your coaching conversation your performance or conduct doesn't improve to the expected level, you and your People Leader may revisit your earlier conversation about performance expectations. Hopefully, this will help you better understand what your focus should be to improve your performance or conduct. During this step your People Leader will communicate the difference between the expected performance and/or conduct and the actual performance and/or conduct; and a clear statement identifying the actions that you must take in order to meet expectations. Colleagues are required to acknowledge receipt of the Formal Warning with their signature. This will be placed in your file and remains active for 6 months.

13.04 Final Warning

Finally, if after the coaching conversation and formal warning you don't meet expectations your people leader may meet with you again and talk with you about your responsibility to meet all of Macy's expectations as earlier discussed. If the final warning is administered during the first half of the scheduled shift the colleague may request to take the remainder of their shift off with pay as a "cool off" period not to exceed four (4) hours. If the final warning is administered during the second half of the scheduled shift the colleague may request to the first half of their next scheduled shift off with pay as a "cool off" period, not to exceed four (4) hours. If the colleague is scheduled off the following day after the administration of a final warning that will serve as their "cool off" period.

- If the colleague demonstrates improvement, has met Company's expectations and meets the objectives outlined in the Final Warning for a period of 6 months, they will be considered in good standing.
- If the colleague's performance and/or conduct initially improves after the Final Warning but subsequently falls below expectations at a later point in the 6 months period following the Final Warning, the People Leader will partner with Colleague Support Advisor to determine if termination is warranted.

Your Manager may not necessarily use all of these steps and under certain circumstances immediate termination may be appropriate if your behavior is considered a significant disregard of your commitment to the expectations of the Macy's values.

13.05 Polygraph Testing - Polygraph (lie detector or other like device) shall not be used in initial employment interviews or testing nor shall any Colleague be required to submit to the use of such machine as a condition of continued employment.

13.06 No Discrimination - To the extent provided by law, no Colleague shall be discriminated against because of race, color, religion, creed, gender, sexual orientation, national origin, age, or disability as defined under the ADA.

ARTICLE 14 - GRIEVANCE AND ARBITRATION

14.01 Any dispute or grievance arising between the parties to this Agreement as to the proper interpretation or application of the Agreement shall be adjusted by the accredited representative of the Employer and the accredited representative of the Union. If the parties fail to reach an agreement within forty-five (45) days from the date the grievance was filed in writing, as required by Section 14.05, the moving party must request arbitration within fifteen (15) days or the grievance shall be waived. In the event either party requests arbitration, the parties shall select an arbitrator and request hearing dates within fifteen (15) days of the arbitration request.

14.02 If arbitration is requested, the arbitrator shall be chosen from the Federal Mediation and Conciliation Service (FMCS). The method of selecting an arbitrator shall be by alternately striking a name from the panel until one (1) name remains as the arbitrator chosen by the parties.

14.03 The parties shall notify the arbitrator at time of selection of the requirement that he or she must render a final and binding decision within thirty (30) days from the close of the arbitration hearing, or from the arbitrator's receipt of post-hearing briefs, whichever is later. In the event the selected arbitrator is unable to agree to such requirement, the parties shall contact FMCS for a new arbitrator panel and begin the striking process again. The Arbitrator shall not have the power to add to, modify or change any of the provisions of this agreement. Upon proper receipt, the decision of the arbitrator shall be final and binding upon both parties to this agreement.

14.04 Either party may obtain a transcript of the arbitration at the party's expense for its sole use, unless the other party wishes a copy, in which case, the expense of the transcript shall be shared equally. The fees of the arbitrator shall be borne by the losing party. The arbitrator shall have the authority to appropriately apportion costs between the parties in the event of a split decision/award.

14.05 Except in the case of where a grievance arising from errors in pay calculation or where a grievance has been suppressed, the following time limits shall apply:

14.05.1 Grievances shall not be recognized unless received in writing by email and/or USPS by the accredited representative of either party, describing as fully as possible the matter at issue and the section(s) of the Agreement allegedly violated, within thirty (30) calendar days from the date the grieving party knew or should have known of the occurrence causing the complaint or grievance, except as otherwise provided herein.

14.05.2 The party upon whom the grievance was filed shall respond to the grievance in writing within thirty (30) days.

14.05.3 For the purposes of filing and responding to grievances, the postmark on the envelope and/or the date of the email/fax shall be considered the date a grievance is filed or a response is sent.

14.05.4 Following the filing and the response to the grievance, neither party is permitted to add to, subtract from, modify, or change its contractual position,

as required by this Section, at any time prior to the final decision by an arbitrator, except where newly acquired evidence is documented. In such case, either party shall have the right to modify its contractual position in writing based upon the newly-acquired evidence; provided that in any event, it is prior to requesting arbitration, as provided for under Section 14.01.

14.06 Any grievance not originally filed in accordance with the time limits of Article 14 shall be deemed waived. Any time limitation established herein may be extended only by mutual agreement of the parties. Time constraints are reciprocal for both parties. If the Union does not respond within such time limits, the grievance shall be deemed satisfied and dropped. If the Employer does not respond within such time limits, the grievance shall be deemed sustained.

14.07 The parties to the Agreement have the right to request and receive information needed to investigate grievances. The rights and obligations of the parties shall be governed by Federal law.

ARTICLE 15 - RIGHTS AND OBLIGATIONS

15.01 Rights of the Parties - The Union retains all rights given it by the provisions of this Agreement or by law. Management of each store retains all rights except as those rights may be limited by this Agreement or by law.

15.02 Should the Employer wish to implement a substance abuse program during the term of this Agreement, it shall be discussed in the labor management committee.

15.03 Americans with Disabilities Act - In the event of a disagreement arising as to the applicability of the Americans with Disabilities Act of 1990 to this Agreement, the issue will be subject to the grievance and arbitration clauses.

15.04 Labor/Management Committee - The Employer has agreed that a Labor/Management Committee will be established to take up issues of concern. This committee will meet a minimum of two (2) times per year if needed. Safety concerns will be a standing agenda item of the Labor and Management Committee.

15.05 No Strike or Lockout - There shall be no strike or lockout during the life of this Agreement. The Union must notify the Employer six (6) working days, excluding Saturday, Sunday, and holidays, prior to observing any lawful, primary picket line. The refusal of any Colleagues covered by the terms of this Agreement to pass through a picket line after the above-mentioned notice is given shall not constitute a violation of this understanding.

Article 16 - WorkPlace Safety

16.01 The Company will provide and maintain sanitary, safe and healthful conditions in all places in which colleagues perform services, in accordance with applicable law. In the event the Union notifies the Company that it believes a hazardous condition exists, the Company will investigate without delay; and if such condition exists, the Company will promptly remedy it.

16.02 Safety Committees will be held in accordance with applicable laws.

16.03 Safety Committees shall include three (3) bargaining unit staff members. The bargaining unit committee members shall be elected by staff to serve one (1) year terms in accordance with state law.

16.04 The parties agree that no party shall retaliate against any employee for bringing forward any safety issues.

16.05 Colleagues are to alert management immediately upon encountering an unsafe interaction with a member of the public. Management will promptly respond to the alert to begin de-escalation practices. In the event de-escalation is clearly not working, management, or their designee, will contact the AP security team as soon as possible to ensure colleague and customer security. The Safety Committee and store management will develop a system to alert colleagues to safety incidents that are, or could, impact the colleagues.

16.05.1 In the event a colleague feels a threat to their safety, they should immediately remove themselves from the situation, and contact their people leader or AP for assistance or support without fear of discipline.

16.06 Colleague Training: The Company will provide diversity, equity, and inclusion training, de-escalation training, and active shooter training to all colleagues covered under this agreement on an annual basis. These trainings may be accomplished in person or through computer based training modules, which the employer will regularly update and improve. These trainings shall be considered store meetings and, therefore, subject to Section 12.05 (Store Meetings).

16.06.01 Emergency drills shall be conducted quarterly. Macy's understands the importance of training colleagues on Emergency preparedness and will endeavor to include Weekend/Evening colleagues when scheduling emergency drills.

Article 17 - Pandemic

During COVID-19 (or any other Pandemic), Macy's will implement a series of safety measures to ensure the safety of both colleagues and customers and will at all times comply with CDC guidelines which may continue to change. In the event there is a change of CDC guidance that alters anything below the Company will meet with the Union and discuss such changes. These measures will include, but not limited to:

1. Macy's will provide face masks for each colleague on duty who do not have their own mask. The expectation is that the colleagues are responsible to care for the company issued masks. In the event the mask gets damage during the colleagues working shift, the colleague will be able to exchange the damaged mask for a replacement. Colleagues who do not comply with the Company's Face Mask policy will not be allowed work and will be subject to discipline up to termination. This is deemed a violation of company policy.
2. Distribution of gloves and/or aprons for select colleagues based on the nature of work (i.e. colleagues who are processing multiple goods or interaction with customers at high-traffic registers.)
3. Increased and expanded cleaning protocols which will be the responsibility of all colleagues to some extent.

4. Installations of plexi-glass sneeze guards at cash wrap areas.
5. Social distancing indicators will be added as part of store signage.
6. Aligned to our current company practice, colleagues can excuse themselves to leave the floor and wash their hands at any time for a reasonable amount of time; the colleague should notify their People Leader in advance to ensure there is adequate coverage to support customer needs.
7. All colleagues will be required to wipe down and sanitize any equipment that the colleague is being required to use. The Company will provide hand sanitizer at every register, building entrance, lounge, breakroom, or display area for colleague and/or customer use.
8. Housekeeping and store leadership teams will ensure all cleaning products and sanitizer are replenished through-out the day. Housekeeping will maintain their typical daily cleaning operations which include disinfecting.
9. If a store is subject to closure, upon store reopening, the Company will provide the colleagues with the safety protocols via My Insite prior to returning to their

respective store with 1:1 People Leader reinforcement, signage will be posted at all colleague and customer entrances outlining the established safety protocols and practices as per the CDC and local government.

10. Our in-house Plumbers/Steamfitters will continue to perform necessary maintenance to HVAC systems inclusive of review and changing of filters as needed.
11. Macy's will comply with Washington state government guidance regarding customers wearing masks when visiting the store. The Company will have visual signage and placard that encourages personal protection equipment (PPE). Macy's will comply with all additional government and CDC guidelines as required. This policy requiring masks will be jointly reviewed by the Company and the Union on an ongoing basis to determine the need for the length of such policy however the final decision is the company's.
12. In the event a colleague is uncomfortable with servicing a customer who is not wearing a mask, as per our established practice, the colleague should politely step away and contact the appropriate people leader for customer assistance such colleague will not be disciplined for politely stepping away and contacting the appropriate People Leader to service the customer.
13. Before and after handling the phone for Macy's Credit Services, colleagues will wipe down the phone with the appropriate disinfectant wipes and upon return of the phone the colleague will wipe the phone down before placing on the receiver.
14. Wellness Checks during COVID 19:
 - a. During COVID 19, Macy's colleagues must complete wellness checks before each shift.
 - b. Colleagues must take their temperature at home. If the temperature is 100.4°F or higher or if the colleague is experiencing flu-like symptoms or otherwise feeling unwell, the Colleague may not work their shift. The Colleagues may use paid time off or in certain locations, available sick/safe time and may reach out to Colleague Support for assistance. The colleague's attendance will not be adversely affected.
 - c. Colleagues will be required to complete temperature checks at home and self-report during their wellness check. In the event, a colleague forgets to take their temperature check at home they will have their temperature check completed at the store in an effort to allow the colleague to work that particular shift. Such colleague will be reminded of the expectations so they can work their assigned shift. If such colleagues continuously, defined as in excess of once per week or in excess of 4x/mo., reports to work without completing the required temperature check such colleague will not be allowed work and will be subject to discipline up to termination. This is deemed a violation of company policy.
 - d. When a colleague arrives to work, a wellness check will be conducted and recorded.
 - e. The questionnaire portion of the wellness check will be completed while the colleague is on the "on the clock".

- f. Colleagues will be required to respond to a series of questions - known as Wellness Check(s) - to ensure the safety of everyone in the store:
- #1. Did you take your temperature before you left for work today?
 - #2. Was your temperature below 100.4°F/38°C?
 - #3. Are you free from all of the following symptoms: new or worsening cough, shortness of breath, sore throat, new loss of taste or smell, chills, muscle pain, headache, or runny nose?
 - #4. Can you confirm that you have NOT had close and prolonged contact with a person who was lab-confirmed to have COVID-19 to your best knowledge? (The CDC defines close contact as being within 6 feet of someone with a confirmed case of COVID-19 for a prolonged period of time, 10 minutes or more, within the last 14 days.)
 - #5. Can you confirm that you have NOT tested positive for COVID-19 in the past 14 days?

If the colleague answers “yes” to all five questions, they should immediately wash or sanitize their hands, ensure they have a face mask on, and proceed to their work area. If the colleague answers no to any one of the four (#2- #5) questions, they are to be sent home and should be paid for the time it took to conduct the wellness check. If a colleague is sent home due to the outcome of the four questions (#2 - #5) wellness check, the colleague’s attendance will not be adversely affected.

15. Macy’s will provide face masks for each colleague on duty who does not have their own mask. As noted above, in the event the colleague’s mask gets damage during the colleague’s working shift, the colleague will be able to exchange the damaged mask for a replacement. Distributed masks will meet the CDC guidelines and are to be worn at all times while at work. The colleague is expected to retain, clean and reuse the masks. This process will continue until further notice. The Company will advise the Union prior to implementing the change.
16. During the period of an emergency, catastrophe, or severe economic crisis which so affects the Company’s operation as to result in extraordinary decrease of gross sales affecting the employment of such employee. No act or event within the Company’s control shall be considered an emergency or catastrophe. A labor dispute to which the Company is not a party, and in which the Company has no control, or the adoption of any law or regulation, which is the cause of an extraordinary decrease in gross sales shall be considered an emergency. The Company will effects bargain the impact of the emergency, catastrophe, or severe economic crisis with the Union.
17. In order to address the current COVID-19 Pandemic, or in order to address any future Pandemic emergency where the City, State, or Federal Government deems it a pandemic, issues a stay at home order, or recommends a stay at home order the agreed to conditions will apply as follows:
- A. If an employee has contracted COVID 19 illness and is required to quarantine as per the state, local government or CDC or any future pandemic emergency that requires quarantine they shall be entitled to pay

at their paid time off rate of pay x their weekly scheduled hours for the week(s) they are required to quarantine, up to two weeks of the Quarantine period. Quarantine periods will adhere to CDC, state, or local government requirements.

- B. In the event that the employee has not fully recovered, after the two week period, during COVID-19 pandemic or any future pandemic the employee may apply for a Leave of Absence, utilize any sick pay, or earned PTO time that they are entitled to under the collective bargaining agreement.
- C. In the event the employee has to care for a family member who is required to quarantine, during COVID-19 pandemic or any future pandemic, the employee can apply for a Leave of Absence.
- D. The employee is required to immediately notify the Company of the need for leave for either A , B or C above through their supervisor.
- E. Any employee who is required to quarantine as per the state, local government or CDC or on a Leave of Absence, during COVID-19 pandemic or any future pandemic emergencies, Attendance policies will be suspended for the duration of that time.
- F. For employees who are quarantined, during COVID-19 pandemic or future pandemic emergencies, medical benefits eligibility requirements and PTO eligibility requirements will be reviewed to support continued eligibility for impacted employees.
- G. During the current COVID-19 Pandemic or any future pandemic emergency the Company agrees to meet and confer with the Union on safety, cleaning, or any other discussion item to address the emergency on an as needed basis.

ARTICLE 18 - TERM OF AGREEMENT

16.01 This Agreement shall be in full force and effect from ~~February 18, 2023~~~~June 1, 2021~~, up to and including ~~February 17, 2026~~ ~~February 17, 2023~~, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate this Agreement is served by either party upon the other at least 60 days prior to date of expiration.

16.02 Where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least 60 days prior to February 17, 202~~6~~~~3~~, or February 17 of any subsequent contract year, advising that such party desires to revise or change terms or conditions of such Agreement.

16.03 Revisions or changes agreed on shall be effective as of ~~June 1, February 18, 2023~~~~2021~~ or ~~June February 18, 2023~~~~1~~ of any subsequent contract year, except where otherwise specified. The respective parties shall be permitted all legal or economic recourse to support their requests for revisions if the parties fail to agree thereon.

16.04 In the event of an inadvertent failure by either party to give the notice set forth in 16.01 and 16.02 of this Article, such party may give such notice at any time prior to the termination or automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this Article, the expiration date of this Agreement shall be the 61st day following such notice.

16.05 Both sides shall endeavor to present their full and complete demands 60 days prior to the anniversary date of this Agreement. Within thirty (30) days thereafter negotiations shall begin and at this time each side shall present to the other their reply or counter-proposal to any demands made.

APPENDIX A
By and Between
UFCW ~~Local~~
~~24~~Local 3000
And
Macy's

Regarding Health & Welfare, Dental, and Vision

Kaiser Gold HMO

- a. Colleagues will contribute 30% (Employer will contribute 70%) to the cost of the plan for the life of the agreement for employee only, dependent/spouse and employee + child coverage.

Other Full-Time medical plans

- a. Colleagues will contribute 50% (Employer 50%) to the cost of the plan, excluding Platinum plans, for the life of the agreement for employee only, dependent/spouse and employee + child coverage. Company contributions to Platinum plans will terminate at the end of the 2021-2022 plan year.

Regular [low option] Dental Plans

- a. Colleagues will contribute 50% (Employer 50%) to the cost of the plan for the life of the agreement

High Option Dental Plan: Additional cost of the High Option Dental Plan will continue to be borne by the Colleagues

Dental coverage will be fully employee funded if the Colleague does not participate in Full-Time medical plans

APPENDIX B
By and Between
UFCW Local 21-
And
Macy's

Regarding Wage Progressions

Group 1 Stores – Alderwood, Bellingham, Southcenter,

6.02		Non-Commission, DVC		
Step		2021	2022 Jun	2022 Nov
0	In-hire	\$ 13.89	\$ 14.69	\$ 14.69
1	75%	\$ 13.89	\$ 14.69	\$ 14.69
2	80%	\$ 14.76	\$ 14.96	\$ 15.16
3	85%	\$ 15.68	\$ 15.90	\$ 16.11
4	90%	\$ 16.61	\$ 16.83	\$ 17.06
5	95%	\$ 17.53	\$ 17.77	\$ 18.00
6+	Thereafter	\$ 18.45	\$ 18.70	\$ 18.95
6.05		Big Ticket		
Step		2021	2022 Jun	2022 Nov
0	In-hire	\$ 13.89	\$ 14.69	\$ 14.69
1	75%	\$ 13.89	\$ 14.69	\$ 14.69
2	80%	\$ 13.89	\$ 14.69	\$ 14.69
3	85%	\$ 14.24	\$ 14.69	\$ 14.69
4	90%	\$ 15.08	\$ 15.30	\$ 15.53
5	95%	\$ 15.91	\$ 16.15	\$ 16.39
6+	Thereafter	\$ 16.75	\$ 17.00	\$ 17.25

6.06		Placement, Signing, Merchandise Processor Specialist, Price Change, ALD-Processing, General Utility		
Step		2021	2022 Jun	2022 Nov
0	In-hire	\$ 13.89	\$ 14.69	\$ 14.69
1	75%	\$ 14.01	\$ 14.69	\$ 14.69
2	80%	\$ 14.94	\$ 15.14	\$ 15.34
3	85%	\$ 15.88	\$ 16.09	\$ 16.30
4	90%	\$ 16.81	\$ 17.04	\$ 17.26
5	95%	\$ 17.75	\$ 17.98	\$ 18.22
6+	Thereafter	\$ 18.68	\$ 18.93	\$ 19.18

6.08		Cosmetics		
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Step		2021	2022 Jun	2022 Nov
0	In-hire	\$ 13.89	\$ 14.69	\$ 14.69
1	75%	\$ 15.30	\$ 15.49	\$ 15.68
2	80%	\$ 16.32	\$ 16.52	\$ 16.72
3	85%	\$ 17.34	\$ 17.55	\$ 17.77
4	90%	\$ 18.36	\$ 18.59	\$ 18.81
5	95%	\$ 19.38	\$ 19.62	\$ 19.86
6+	Thereafter	\$ 20.40	\$ 20.65	\$ 20.90

6.08		Cosmetics in Bellingham		
Step		2021	2022 Jun	2022 Nov
0	In-hire	\$ 13.89	\$ 14.69	\$ 14.69
1	75%	\$ 13.99	\$ 14.69	\$ 14.69
2	80%	\$ 14.92	\$ 15.12	\$ 15.32
3	85%	\$ 15.85	\$ 16.07	\$ 16.28
4	90%	\$ 16.79	\$ 17.01	\$ 17.24
5	95%	\$ 17.72	\$ 17.96	\$ 18.19
6+	Thereafter	\$ 18.65	\$ 18.90	\$ 19.15

6.17		Fitting Room/Recovery Colleagues		
Step		2021	2022 Jun	2022 Nov
0	In-hire	\$ 13.89	\$ 14.69	\$ 14.69
1	75%	\$ 13.89	\$ 14.69	\$ 14.69
2	80%	\$ 13.89	\$ 14.69	\$ 14.69
3	85%	\$ 13.89	\$ 14.69	\$ 14.69
4	90%	\$ 13.89	\$ 14.69	\$ 14.69
5	95%	\$ 14.20	\$ 14.69	\$ 14.69
6+	Thereafter	\$ 14.95	\$ 15.20	\$ 15.45

6.18		Fine Jewelry		
Step		2021	2022 Jun	2022 Nov
0	In-hire	\$ 13.89	\$ 14.69	\$ 14.69
1	75%	\$ 14.36	\$ 14.69	\$ 14.74
2	80%	\$ 15.32	\$ 15.52	\$ 15.72
3	85%	\$ 16.28	\$ 16.49	\$ 16.70
4	90%	\$ 17.24	\$ 17.46	\$ 17.69
5	95%	\$ 18.19	\$ 18.43	\$ 18.67
6+	Thereafter	\$ 19.15	\$ 19.40	\$ 19.65

6.19		Service Professionals and Housekeeping		
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Step		2021	2022 Jun	2022 Nov
0	In-hire	\$ 13.89	\$ 14.69	\$ 14.69
1	75%	\$ 13.89	\$ 14.69	\$ 14.69
2	80%	\$ 13.89	\$ 14.69	\$ 14.69
3	85%	\$ 14.49	\$ 14.71	\$ 14.92
4	90%	\$ 15.35	\$ 15.57	\$ 15.80
5	95%	\$ 16.20	\$ 16.44	\$ 16.67
6+	Thereafter	\$ 17.05	\$ 17.30	\$ 17.55

6.24 Receiving (Alderwood Only)				
Step		2021	2022 Jun	2022 Nov
0	In-hire	\$ 13.89	\$ 14.69	\$ 14.69
1	75%	\$ 15.58	\$ 15.77	\$ 15.95
2	80%	\$ 16.62	\$ 16.82	\$ 17.02
3	85%	\$ 17.65	\$ 17.87	\$ 18.08
4	90%	\$ 18.69	\$ 18.92	\$ 19.14
5	95%	\$ 19.73	\$ 19.97	\$ 20.21
6+	Thereafter	\$ 20.77	\$ 21.02	\$ 21.27

6.25 Display Specialist				
Step		2021	2022 Jun	2022 Nov
0	In-hire	\$ 13.89	\$ 14.69	\$ 14.69
1	75%	\$ 15.98	\$ 16.16	\$ 16.35
2	80%	\$ 17.04	\$ 17.24	\$ 17.44
3	85%	\$ 18.11	\$ 18.32	\$ 18.53
4	90%	\$ 19.17	\$ 19.40	\$ 19.62
5	95%	\$ 20.24	\$ 20.47	\$ 20.71
6+	Thereafter	\$21.30	\$ 21.55	\$ 21.80

6.26 Wedding and Gift Registry				
Step		2021	2022 Jun	2022 Nov
0	In-hire	\$ 13.89	\$ 14.69	\$ 14.69
1	75%	\$ 15.98	\$ 16.16	\$ 16.35
2	80%	\$ 17.04	\$ 17.24	\$ 17.44
3	85%	\$ 18.11	\$ 18.32	\$ 18.53
4	90%	\$ 19.17	\$ 19.40	\$ 19.62
5	95%	\$ 20.24	\$ 20.47	\$ 20.71
6+	Thereafter	\$19.60	\$ 19.85	\$ 20.10

APPENDIX C

Jewelry Sales Associate - Base Plus Tiered Compensation Program

Overview of Compensation Plans

Associates working in stand-alone Fine Jewelry/Fine Watch areas or mixed Fine/Fashion Jewelry areas will be eligible for a tiered base plus commission pay plan that accelerates associate commission pay opportunity as they reach volume thresholds. Associates working in a stand-alone Fashion Jewelry/Fashion Watch area will only be eligible for a base plus commission plan with no tiered component.

Associate Eligibility

Programs:	Fine Jewelry / Watch Area	Fine/Fashion Combined Area	Fashion Jewelry / Watch Area
Area/Area Suffix:	4101 - 4107	4101 - 4107	4108 - 4114
Merchandise Divisions:	Div 35 Fine Jewelry and Div 18 Fine Watches	Div 35 Fine Jewelry, Div 18 Fine Watches, Div 9 Fashion Watches, Div 44 Apple, and Fashion Jewelry Depts 291, 294, & 813	Div 9 Fashion Watches, Div 44 Apple, and Fashion Jewelry Depts 291, 294, & 813
Job:	Fine Jewelry Sales Associate	Fine and Fashion Jewelry Sales Associate	Fashion Jewelry Sales Associate
Full Time:	Eligible for all program		
Part Time:	Eligible for all program		
Flex Associate:	Eligible for 1.0% commission pay on net sales in Div 9 Fashion Watches, Div 44 Apple, and Fashion Jewelry Depts 291, 294, & 813 and 1.5% commission on net sales in Div 35 Fine Jewelry and Div 18 Fine Watches. Rates apply if flex associate is assigned to any of the listed areas above.		
Temporary:	Not eligible for Commission compensation plan		

Compensation Plan Details

Fine Jewelry/Watch Area and Fine/Fashion Combined Area

Commission Plan: Base Plus Tiered
Commission Rates by Dept/Ct: Vary based on associate current Fiscal year accumulated net sales. All net sales while in a commission eligible position contribute to tier accumulation, including non-commission merchandise. Tier achievement will reset at the start of each Fiscal year.

Tier	Sales Volume	Commission Rate
Tier 1	\$0 - \$125,000	2.00%
Tier 2	\$125,001 - \$250,000	2.50%
Tier 3	\$250,001 - \$375,000	3.50%
Tier 4	\$375,001 - \$500,000	4.50%
Tier 5	\$500,001 and greater	5.00%

* Eligible Fashion Jewelry/Watch depts, 0.5% lower than listed rate

Commission Eligible Net Sales: All eligible merchandise department net sales in Div 35 Fine Jewelry and Div 18 Fine Watches. Eligible merchandise department net sales in Div 9 Fashion Watches, Div 44 Apple, and Fashion Jewelry Depts 291, 294, & 813 are eligible for commission at 0.5% below the listed tiered rates. For specific department commission rates, refer to the commission rates feature in In-Site.

Commission Pay Eligibility: Commission paid on commission eligible net sales. Net sales=gross sales - returns - / + return/sales adjustments - back office discount. Back office discount includes but not limited to employee discount.

Commission Pay Cycle: Commission is paid weekly using the commission rate(s) in effect at the time the calculation is made. Commission pay is on a one week lag from from the pay for the hours worked in the week for which the net sales are calculated.

Additional Incentive Pay: 10% Spiff paid on eligible net sales of Jewelry protection plan dept. 985

Fashion Jewelry / Watch Area

Commission Plan: Base Plus - No Tiering Eligibility
Commission Rates by Dept/Ct: 1.0% commission pay on net sales in Div 9 Fashion Watches, Div 44 Apple, and Fashion Jewelry Depts 291, 294, & 813 and 1.5% commission on net sales in Div 35 Fine Jewelry and Div 18 Fine Watches.
Commission Eligible Net Sales: All eligible merchandise department net sales in Div 9 Fashion Watches, Div 44 Apple, Div 35 Fine Jewelry and Div 18 Fine Watches and Fashion Jewelry Depts 291, 294 & 813. For specific department commission rates, refer to the commission rates feature in In-Site.
Commission Pay Eligibility: Commission paid on commission eligible net sales. Net sales=gross sales - returns - / + return/sales adjustments - back office discount. Back office discount includes but not limited to employee discount.
Commission Pay Cycle: Commission is paid weekly using the commission rate(s) in effect at the time the calculation is made. Commission pay is on a one week lag from from the pay for the hours worked in the week for which the net sales are calculated.
Additional Incentive Pay: 10% Spiff paid on eligible net sales of Jewelry protection plan dept. 985

Letter of Understanding #1

By and Between

UFCW ~~Local 24~~Local 3000

And

MACYS

It is agreed and understood that for the duration of this Agreement (2018-2021), the following terms and conditions will apply to Selling Department Managers:

1. Managers, unless they were previously members of the Union, will be excluded from Union membership.
2. Managers will be scheduled separately from Sales Colleagues, and their hours are not to exceed 20 hours per week, excluding major sales.
3. Managers and trainees will not be scheduled to replace regular Colleagues, except for absenteeism or emergencies, and are not to be scheduled alone in a department except for on an occasional and sporadic basis.
4. Managers' sales will not be used in production or performance reviews of Sales Colleagues for the purpose of discipline or termination.
5. All mail order (PSMO) and telephone order transactions which the Selling Managers are engaged in will be distributed among the Colleagues in the department as outlined in this letter.
6. Department Sales Managers shall not intentionally take sales from any sales Colleague in order to increase their personal sales nor shall Department Manager be on any walk up list.
7. Department Sales Managers shall not direct sales Colleagues to perform tasks, i.e., stock, merchandising, change runs, paperwork, etc., so that the Department Sales Manager would be the primary person on the selling floor ringing personal sales.
8. During the Department Manager's scheduled selling hours, they will also perform such tasks as returning merchandise from the dressing rooms to the sales floor, handling returns, and other sales support functions.
9. The number of management trainees will not exceed fifteen (15) for all ~~Local 24~~Local 3000 stores combined.

Letter of Understanding #2
 By and Between
 UFCW ~~Local 24~~Local
3000
 And Macy's

Regarding Bonus Incentive

The Employer agrees to grandfather, effective May 1, 1993, the Mattress Bonus Incentive program for Colleagues receiving mattress bonus incentives prior to that date. Colleagues placed in the Mattress Department after May 1, 1993 will not receive Mattress Bonus Incentive payments.

Colleagues covered by this Agreement shall be entitled to receive the same merchandise incentives, merchandise discounts, vendor incentives and contest promotions under the same terms and policies that apply to a majority of the Macy's stores in the State of Washington. All other Bonus Incentive programs will be at the sole discretion of management to implement or terminate.

The Mattress Bonus Incentive will be paid to grandfathered Colleagues for sales of Sealy Posturepedics, Serta Perfect Sleepers, Simmons Beautyrest, Masterpiece, and Stearns & Foster mattress sets.

Additionally, incentives will only be paid to Colleagues with return rates below 15% of sales

Twin Sets		Full & TXL Sets		Queen Sets		King Sets	
499 - 599	5.00	649 - 749	5.00	699 - 799	5.00	899 - 999	5.00
600 - 699	8.00	750 - 949	10.00	800 - 999	10.00	1,000 - 1,299	15.00
700 - 799	12.00	950 - 1,449	20.00	1,000 - 1,499	25.00	1,300 - 1,799	30.00
800 - UP	20.00	1,450 - UP	30.00	1,500 - 1,999	40.00	1,800 - 2,299	50.00
				2,000 - UP	50.00	2,300 - UP	70.00

Letter of Understanding #3
By and Between
UFCW ~~Local 24~~Local
3000
And
Macy's

Regarding Cosmetics

During the term of this Agreement (2018-2021), the following provision will be in effect for Cosmetic Colleagues:

1. Vendor commissions will be processed through Macy's payroll system.
2. Overtime will be calculated based on the monthly average rate as required by Federal and State regulations.
3. The equivalent of the "Employer" FICA will be deducted from vendor commission earnings. During payroll processing the "Colleague" FICA and required Federal income tax withholding amounts will be deducted from vendor commission earnings according to IRS regulations.
4. Identified returns will be applied to the Colleague's sales totals of the Colleague who sold them.
5. Cosmetic Colleagues who do not receive commission compensation during vacations and holidays will receive compensation based on their annual average rate. Payment of the annual average rate will be in accordance with current policies and procedures utilized for Colleagues in all other retail departments.

Cosmetic Colleagues who currently receive commission compensation for vacations and holidays will not be compensated using the annual average rate but will continue to receive vacations and holiday commission compensation as they have in the past.

Letter of Understanding #4
By and Between
UFCW ~~Local 24~~Local
3000
And
Macy's

Regarding Support Team

Regarding START Team (Signers, Placement and Price Changers)

1. Signing and Merchandising (aka Placement) employees will be on a single seniority list with no bumping.
2. A sign up process for weekly additional hours will be maintained. Employees who sign up for additional hours will be offered those additional hours by seniority, provided they have demonstrated the knowledge, skill and ability.
3. A Labor/Management Committee will monitor progress on START specific issues.
4. Prior to the conclusion of the Spring 2013 season and each successive Spring season Signing, Merchandising (aka Placement) Regular F/T and P/T Colleagues and on-call Colleagues will be cross trained over a 6 month period for cross function support in the event of an unplanned need for additional hours.
5. Should the company deem overtime necessary, it will be offered on a voluntary basis by seniority. If there are not enough volunteers, the company may assign overtime by inverse seniority. Colleagues may not claim hours if those hours would put them into overtime.
6. The Company will ensure regular full-time and regular part-time Colleagues signers and merchandisers are scheduled prior to calling in on-call Colleagues. As an example, the company will not call in an on call merchandiser or signer when a regular full-time and regular part-time Colleague has not been scheduled to work. This shall not preclude the company from calling in an on call Colleague if the regular full-time and regular part-time Colleague so scheduled is not available
7. Holiday Hours: Beginning with the 2013 holiday season, Signing, Merchandising (aka Placement) and Price Change Regular F/T and P/T Colleagues will be surveyed during a two week window beginning 30-45 days prior to the declared support period to confirm in writing by a procedure to be determined by the company, what days and hours they are available to work additional holiday hours. The Company is not required to assign additional hours to employees who have not given notification to Macy's within 2 weeks of the start of the survey period. Prior to assigning additional holiday hours to holiday temporary Colleagues holiday hours will be assigned to existing Signing, Placement and Price Change Regular Colleagues first, by seniority and availability, not to exceed 40 hours in a week. Any remaining hours will be assigned to holiday temporary Colleagues.
8. The process to incorporate the existing Price Change employees into the Signing, Merchandising (aka Placement) classifications, shall commence as soon as reasonably practical following the training referenced in #4.

Regarding Receiving:

1. A sign up process for weekly additional hours will be maintained. Employees who sign up for additional hours will be offered those additional hours by seniority.
2. A Labor/Management Committee will monitor progress on START specific issues.
3. Should the company deem overtime necessary, it will be offered on a voluntary basis by seniority. If there are not enough volunteers, the company may assign overtime by inverse seniority. Colleagues may not claim hours if those hours would put them into overtime.
4. The Company will ensure regular full-time and regular part-time Colleagues Receivers are scheduled prior to calling in on-call Colleagues by classification. As an example, the company will not call in an on call Receiver when a regular full-time and regular part-time Colleague has not been scheduled to work. This shall not preclude the company from calling in an on call Colleague if the regular full-time and regular part-time Colleague so scheduled is not available
5. Holiday Hours: Beginning with the 2013 holiday season, Receiving Regular F/T and P/T Colleagues will be surveyed during a two week window beginning 30-45 days prior to the declared support period to confirm in writing by a procedure to be determined by the company, what days and hours they are available to work additional holiday hours. The Company is not required to assign additional hours to employees who have not given notification to Macy's within 2 weeks of the start of the survey period. Prior to assigning additional holiday hours to holiday temporary Colleagues holiday hours will be assigned to existing Receiving Regular Colleagues first, by seniority and availability, not to exceed 40 hours in a week. Any remaining hours will be assigned to holiday temporary Colleagues.

Regarding Processing:

1. A sign up process for weekly additional hours will be maintained. Employees who sign up for additional hours will be offered those additional hours by seniority.
2. A Labor/Management Committee will monitor progress on START specific issues.
3. Should the company deem overtime necessary, it will be offered on a voluntary basis by seniority. If there are not enough volunteers, the company may assign overtime by inverse seniority. Colleagues may not claim hours if those hours would put them into overtime.
4. The Company will ensure regular full-time and regular part-time Colleagues processors are scheduled prior to calling in on-call Colleagues by classification. As an example, the company will not call in an on call processor when a regular full-time and regular part-time Colleague has not been scheduled to work. This shall not preclude the company from calling in an on call Colleague if the regular full-time and regular part-time Colleague so scheduled is not available.
5. Holiday Hours: Beginning with the 2013 holiday season, Processing Regular F/T and P/T Colleagues will be surveyed during a two week window beginning 30-45 days prior to the declared support period to confirm in writing by a procedure to be determined by the

company, what days and hours they are available to work additional holiday hours. The Company is not required to assign additional hours to employees who have not given notification to Macy's within 2 weeks of the start of the survey period. Prior to assigning additional holiday hours to holiday temporary Colleagues holiday hours will be assigned to existing Processing Regular Colleagues first, by seniority and availability, not to exceed 40 hours in a week. Any remaining hours will be assigned to holiday temporary Colleagues.

Regarding Recovery:

1. Recovery Colleagues shall be added to the Fitting Room wage scale and will be considered one department

Any Recovery Colleague paid over scale will continue to receive the general wage increase for Fitting Room/Recovery Colleagues

Letter of Understanding #5
By and Between
UFCW ~~Local 24~~Local
3000

And
Macy's

Regarding Health and Welfare Eligibility

During the open enrollment period, if a Colleague is in jeopardy of losing health and welfare coverage, the Union may request, and the Employer will provide a report reflecting the available hours that were not selected by Colleagues in that store. If it is determined that there are mitigating circumstances such as no available hours to select through MySchedule Plus, the Colleague will not lose coverage.

Letter of Understanding #6
By and Between
UFCW ~~Local 24~~Local
3000

And
Macy's

Holiday Shift Change

Until MySchedule Plus is implemented, during the defined holiday season, when store hours are expanded, Colleagues may switch out up to three (3) late night shifts, or early shifts with those shifts assigned to holiday hires. If a conflict arises, seniority shall prevail.

Letter of Understanding #7
By and Between
UFCW Local No. 21 and Macy's

Regarding Retirement Plan Modifications

Effective January 1, 2018, a single 401(k) plan will be provided to eligible employees for the purposes of accumulating post-employment retirement income; highlights as follows:

Eligibility: Age 21 and 1 year of service 1,000 hours paid in the first year, or any calendar year thereafter. If 1,000 hours in the 1st 12 months of employment is not met, automatic enrollment will occur on January 1 following the first calendar year in which the 1,000 hours are achieved.

Maximum Employee Contribution: IRS Contribution Limit

Vesting: 100% vested upon reaching two years with at least 1,000 hours per year.

Company Match: 100% match for the first 1% (one percent) of pre-tax or ROTH employee contribution. 50% on the next 5% (five percent) of pre-tax or ROTH employee contribution.

After December 31, 2017, additional benefits in the Macy's Inc., Cash Account Pension Plan are discontinued [this includes the May Department Stores Company Retirement Plan].

1. After December 31, 2017, vesting service counts only for purposes of becoming fully vested.
2. Participants retain all benefits earned through December 31, 2017.
3. Benefits from the Cash Account Pension Plan will be paid during retirement in accordance with the rules of the plan.

Letter of Understanding #8
By and Between
UFCW ~~Local 24~~Local
3000

And
Macy's

Full Time Positions Under MySchedule Plus System

The MySchedule Plus scheduling system is not designed or intended to reduce full time positions as defined in Full Time Option One or Full Time Option Two.

Letter of Understanding #9
By and Between
UFCW ~~Local 24~~Local
3000

And
Macy's

Grievances and MySchedule Plus

1. Issues arising from the selection of additional shifts through MySchedule Plus shall not be subject to the grievance and arbitration procedure of the Agreement, except with respect to a dispute described in paragraph 2 below. Any grievance concerning a dispute described in paragraph 2 shall be subject to all conditions and limitations of paragraph 2.
2. The union may grieve only the failure of Macy's to investigate and/or fail to take action to address the Colleague who has violated this provision. The parties understand that the union can file a grievance if management takes disciplinary action in violation of the just cause provision of this contract.
3. Employees will be coded by status (FT, PT, etc.) to ensure that additional shift selection order is properly administered.

Letter of Understanding #10
By and Between
UFCW ~~Local 24~~Local
3000
And
Macy's

Selling Schedules

Full-Time Option 1A - GRANDFATHERED:

Colleagues on payroll at date of ratification currently in FT Option 1 (40 hours) shall remain in this option unless they voluntarily choose to transfer to another option. Colleagues who have been compensated an average of 39 to 40 hours per week over the past 52 weeks shall continue to work a 40 hour per week schedule should they choose to do so. Colleagues who work more than six hour shifts but less than eight hour shifts shall no longer be paid for time not actually worked. However those Colleagues may choose to work a 40 hour per week work schedule.

Full-Time Option 1B - GRANDFATHERED:

Colleagues on payroll at date of ratification currently in FT Option 1 (37.5) shall remain in this option unless they voluntarily choose to transfer to another option. Shift length shall be 7.5 hours per day (37.5 hours per week).

NEW - Full-Time Option 1C:

Colleagues hired after date of ratification will be scheduled five (5) days, and are assigned 35-40 hours per week. Shift lengths shall be 6-8 hours (5.5-8 hours on Sundays) excluding meals and breaks. Currently available for select roles.

Full-Time Option 2A - GRANDFATHERED:

Current FT Option 2 (28-30) Colleagues may select a 4-day per week assigned schedule. Shift length shall be 7-7.5 hours (28-30 hours per week).

NEW - Full-Time Option 2B:

Colleagues hired after date of ratification will be scheduled up to 5 days, and are assigned 28-37.5 hours per week. Shift lengths shall be 5.5-7.75 hours excluding meals and breaks.

NEW - Full-Time Option 3:

Colleagues hired after date of ratification will be scheduled up to four (4) days per week, and are assigned 20-30 hours per week. Shift length shall be 6-8 hours (5.5-8 hours on Sundays) excluding meals and breaks. Currently available for select roles.

Part Time Option 1:

Colleagues will have the option to choose a weekly work schedule with a maximum of four days assigned. Colleagues shall be assigned 12-20 hours per week. Shifts length shall be 3 to 8 hours, excluding meals and breaks.

NEW - Part-Time Option 2:

Colleagues hired after date of ratification will be scheduled up to two (2) days per week, and are assigned 3-8 hours per week. Shift lengths shall be 3-8 hours, excluding meals and breaks.

Holiday Hire Colleagues

Seasonal Colleagues who are hired for the defined Holiday Season. These Temporary Colleagues will be excluded from UFCW ~~Local 24~~Local 3000 membership until reaching eligibility as defined in Article

2.02. Holiday Hires will also participate in performing the same duties as regular sales Colleagues. These Colleagues may begin shift pick up on Sunday at 6:00pm.

Schedule Options & Process for Selling Colleagues:

- I. Full-Time Option 1A, 1B and 1C Colleagues will choose one preferred day off Monday through Thursday by seniority. They may also choose one preferred morning off Monday through Friday by seniority, and will not be scheduled to work prior to 1:00 on that day.
- II. Full-Time Option 2A, 2B and 3 Colleagues may select up to 5 mornings off Monday through Friday or select up to 4 evenings off Monday through Thursday or select 2 full days off Monday through Thursday by selecting 2 mornings and 2 evenings on the same day. Conflicts in selections shall be resolved by seniority.
- III. Full-Time Option 1A, 1B, 1C, 2A, 2B and 3 Colleagues will be scheduled a maximum of 2 late shifts per week. A late shift is defined as any shift ending after 7:30 p.m.
- IV. Full-Time Option 1A, 1B, 1C, 2A, 2B and 3 Colleagues will have three (3) unavailable days to use per month January thru October in any combination, two (2) of which can be utilized on Saturday/Sunday
- V. Part-Time Option 1 and 2 Colleagues may select up to 5 mornings off Monday through Friday or select up to 4 evenings off Monday through Thursday or select 4 full days off Monday through Thursday. Conflicts in selections shall be resolved by seniority.
- VI. Part-Time Option 1 and 2 Colleagues will be scheduled a maximum of 4 late night shifts per week. A late night shift is defined as any shift ending after 7:30 p.m.
- VII. Full-time benefits eligibility, including medical, shall be 30 average weekly hours paid per week. Those Colleagues who moved from Full-Time Option 2 to Full-Time Option 1 in 2009 (original MSP implementation) and who work a minimum of 28 average weekly hours shall continue to be eligible for Full-Time benefits, including medical.
- VIII. Overtime hours shall be by seniority.
- IX. Grandfathered Colleagues (FT Option 1A, 1B and 2A) will have the opportunity to select any NEW FT option provided. Colleagues who choose to leave their grandfathered option shall be prohibited from returning to a grandfathered option. Grandfathered Colleagues do not have the ability to move from one grandfathered option to another as they are closed for entry.

Temporary Requests and Selection of Shifts

1. Minimum 4 weeks prior to the live schedule, All Selling Colleagues shall indicate their paid time off and temporary requests for that week [a temporary request is a particular day they would need to be off in addition to their regular day off). These temporary requests are designed to be for periodic needs (as opposed to weekly) and will be accommodated whenever possible. If a conflict arises regarding requests of multiple individuals, the day off shall be resolved by seniority. Preferences shall be considered

during non-peak times and shall be ignored during events or busy days in accordance with the needs of the Company.

2. Minimum 9 days prior to the live schedule, Colleagues will view the Company generated schedule, inclusive of paid time off and temporary requests.
3. Beginning the day of schedule release - and for the first 24 hours, the FT Colleague is provided available shifts to pick up in his or her selling zone [prior to them being made available to Part-Time, Flex and temporary employees]. For the next 24 hours, the FT Colleague and PT Colleagues will be provided available shifts to pick up in his or her selling zone [prior to them being made available to Flex and temporary employees]. During the holiday season, holiday Colleagues, with some exceptions that will be communicated to the Union at the time of the holiday season selection, will be hired as "Holiday" Flex Colleagues and may begin picking up shifts under the terms of this agreement.
4. For the first six hours following the posting of the schedule, selection of additional shifts shall be limited to Colleagues provided with five or more years of service (Bellingham three or more years of service) plus all other Colleagues who had the option the prior 24 hours. Holiday Colleagues may begin picking up shifts after every regular Colleague pick up time period has been initiated. Auditing of this process shall be at the sole discretion of the Company. Colleagues determined to have violated this provision may be subject to discipline.
5. Following this two-day limit period, and up to the actual work day, all Colleagues can pick up additional shifts.
6. In accordance with current practice, with management approval Colleagues may exchange shifts with other Colleagues.
7. If no additional shifts are made available to any Colleague, minimum 9 days prior to the live schedule, conflicts concerning the number of assigned hours shall be resolved by seniority

Letter of Understanding #11
 By and Between
 UFCW ~~Local 24~~Local
3000
 And
 Macy's

Until the implementation of the Company Attendance Policy, it is understood that the provisions of the 2012-2015 collective bargaining agreement apply.

MY DAY, MY WAY

As an hourly Employee (full time, part time, flex time & seasonal), you receive a “bank” of Attendance Credits to use as desired and needed to help you take ownership of your day-to-day schedule, as well as to cover any unexpected last-minute absences and late arrivals. Attendance Credits, MySchedulePlus (“MSP” - our electronic scheduling system), and our Paid Time Off program, are all designed to give you flexibility while serving the customer best.

Lateness and absenteeism impact not only service to our customers, but your coworkers as well. Managing your time well is critical to everyone’s success and your employment with Macy’s. Macy’s also recognizes that certain absences and late arrivals are protected by company policy or law. This means you don’t have to use credits for pre-approved PTO, an approved leave of absence, or absences protected under federal, state or local laws (see Section II, below).

I. Earning Credits

Attendance credits are continuously earned and used and provide you the flexibility to take control of your schedule. Building your bank of credits through perfect attendance lets you build a “savings account” for when life events happen.

- *Initial Bank of Credits.* New Hires and Seasonal Employees are awarded nine (9) Attendance Credits at time of hire.
- *Accumulating Credits.* You can start earning extra credits during the first thirty (30) days of employment. For every two weeks of perfect attendance (i.e., no attendance credits used), a half (½) credit will be added to your bank.
- *Carryover:* You can carry over unused Attendance Credits from one fiscal year to the next.
- Colleagues who do not lose an attendance credit or any portion thereof at any point during one fiscal year shall be rewarded with an additional PTO for the next fiscal year.

II. Using Credits

You can use your credits when life’s events happen. Here are some examples of how attendance occurrences (e.g., absences, late arrivals) impact your Attendance Credits:

USING ATTENDANCE CREDITS	
½ credit used	• Arriving 10 minutes or more late
1 credit used	• Absent (Monday-Friday) • Consecutive absences during the week (Monday –Friday)
2 credits used	• Absent (Saturday or Sunday) • Consecutive absences (including a Saturday or Sunday)

III. YOU MAY NOT HAVE TO USE CREDITS IF THE ABSENCE OR LATE ARRIVAL IS:

1. Note that if you use vacation to cover the absence, but the absence was not pre-approved, an Attendance Credit will be used UNLESS the absence is also covered by #2 or #3 below.

2. *Related to a company-approved leave of absence*

3. *Protected under the Family and Medical Leave Act (FMLA), Americans with Disabilities Act (ADA) or any other federal, state or local law that provides an Employee the legal right to take time off without a negative impact on employment. (This may include situations when the Employee is entitled to and receives FMLA and also chooses to use PTO to receive pay for the absence.)*

Make sure you're aware of your responsibilities under any leave policy. In general, you must be on an approved leave of absence to have your time off excused. This requires more than just bringing in a doctor's note. You must comply with the leave of absence application and approval process. And if you are on an intermittent leave of absence you must promptly report your related absences or late arrivals, or they will be subject to the attendance policy (i.e. appropriate deduction(s) will be made from your bank of credits for each late arrival or absence). Schedule accommodations granted under the FMLA, ADA or other applicable laws will have no impact on your attendance, but make sure you have the proper approval by working with your Human Resources Manager.

If you are on an approved intermittent leave you must report your missed work time –if it is related to your leave—within two (2) business days of your return to work. Failure to report this time to HR Services via IN-SITE can result in having to use attendance credits.

What are some situations where Attendance Credits are not used?

You don't need to use Attendance Credits for certain absences like these:

- Certified under the Family and Medical Leave Act.
- Resulting from health emergency where you are taken from work in an emergency vehicle.
- Certified as a work related illness or injury.
- Due to a death in the family as defined by the Bereavement policy.
- Resulting from responding to a subpoena to testify at a trial, hearing or other court process.
- In the case of hazardous weather conditions, if a Colleague can demonstrate that he or she cannot safely report to work due to the weather.

And in all these cases, these absences will not impact your ability to continue to earn Attendance Credits.

III. When You Can't Work a Shift

Reach out to one of your co-workers using the "Self Service Tools" of MSP. You'll have up to two (2) hours before your shift to "advertise" or "swap" the shift. You'll be responsible for your shift until you confirm someone has picked it up.

IV. Termination Based on Zero Credits

Your manager may periodically remind you of your attendance credit balance. However, it is your responsibility to manage your credit bank, so you don't run out of credits. Reaching a credit balance of zero (0) will result in termination.

V. Your Responsibility to Monitor Your Attendance Credit Balance

It's your responsibility to monitor your attendance credits both to make sure you don't run out, and to make sure the balance is correct. If you believe your balance is incorrect, it's your responsibility to use your self-service tools and/or immediately let your manager know so your record may be reviewed and, if necessary, corrected.

Creating an Everyday Magic Workplace

Remember... Absences and late arrivals that are potentially covered by federal, state or local laws may not require use of attendance credits. When absent or late for a legally protected reason, you must fully comply with the leave of absence/time off procedures and call-out/reporting procedures so credits are not used for the missed work time.

Remember... you will use attendance credits when you are late for or absent from a shift and you call out via phone (instead of using the "Call Out" feature on MyPage) since telephoning doesn't give another Employee the option to pick up your shift via My Page.

VI. Chronic Absenteeism or Lateness

You may use your bank of credits for unexpected occurrences. However, when the occasional lateness or absenteeism becomes more frequent, your supervisor will discuss the situation with you and remind you of your commitment to Macy's using the Responsibility Based Performance Process. Here are some examples of recurring situations your supervisor may discuss with you:

- Repeatedly calling out for scheduled weekend shifts;
- Coming in late on multiple occasions during a short time period;
- Repeatedly calling out for holiday shifts;
- Repeatedly leaving early without manager approval;
- Repeatedly taking a longer meal period than your schedule allows; or
- Not taking your meal periods as scheduled.

VII. It's Your Responsibility to Let Us Know if You Will Be Late or Absent

If you are unable to come to work or are running late, use the "Call Out" self-service feature on your schedule on MyPage for the shift you won't be working, and the shift will automatically be advertised for other Employees to view and pick-up. The Store management team gets a report of this activity, so you don't have to telephone the store to call out. If another Employee picks up your shift, you won't have to use an attendance credit.

If you are running late or if you need to call out and do not have access to the online features on MyPage, you should call your location's "call out line" (if applicable) before the shift begins. If no call out line exists, personally call your manager before your shift begins to let your manager know you will not be reporting to work. If your manager is not working that day, call the Executive in Charge ("EIC").

If you cannot reach your manager or the EIC, leave a voicemail for the EIC and your manager. Text messages and emails to a manager are not acceptable call out methods.

If you are absent for three (3) consecutive scheduled work days without notifying the Company, this is considered job abandonment and will result in termination (unless state or local law prescribes a longer period) regardless of any remaining attendance credits in your bank.

TRANSITION TO THE COMPANY ATTENDANCE POLICY. At the point this bargaining unit transitions to the Company Attendance Policy, employees will start with 18 credits, with the following exceptions: Employees on a Reminder 2 for attendance at point of transition to the new policy will start with 9 credits; and Employees who are on DML for attendance at point of transition to the new policy will start with 6 credits.

Letter of Understanding #12
By and Between
UFCW ~~Local 24~~Local
3000
And
Macy's

Regarding Re-Instituting Clearance Center Major Sales

This Memorandum of Understanding is entered into by and between UFCW ~~Local 24~~Local 3000 ("Union") and Macy's ("Employer") as of August 3, 2000.

In conjunction with the Bon Metro/Sea-Tac and UFCW Local 1001 negotiations in 2000, the parties agree as follows:

If the Employer wishes to reinstate major sales at the clearance center, they will meet with the Union prior to re-instituting such sales to negotiate on what basis Colleagues from other union stores will be allowed to work the sales.

Letter of Understanding #13
By and Between
UFCW ~~Local 24~~Local
3000
And
Macy's

Regarding Grandfathered Department Colleagues

This Memorandum of Understanding is entered into by and between UFCW ~~Local 24~~Local 3000 ("Union") and Macy's ("Employer") as of August 3, 2000.

In conjunction with the Bon Metro/Sea-Tac and UFCW Local 1001 negotiations in 2000, the parties agree as follows:

1. Grandfathered Department Colleagues who have unlimited availability shall be able to claim hours outside of their department by seniority in their Division.

Letter of Understanding #14

By and Between

UFCW ~~Local 24~~Local
3000

And

Macy's

Regarding Union Leave

This Memorandum of Understanding is entered into by and between UFCW ~~Local 24~~Local 3000 ("Union") and Macy's ("Employer") as of August 3, 2000.

In conjunction with the Bon Metro/Sea-Tac and UFCW Local 1001 negotiations in 2000, the parties agree as follows:

The Employer agrees that up to two Colleagues per year may take union leave for up to three months. At the end of the leave period, the Colleagues shall be returned to the same or comparable position and department from which they took leave, and their seniority date shall remain the most recent date of hire prior to the leave.

Letter of Understanding #15

By and between

UFCW ~~Local 24~~Local
3000

And

Macy's

Detached Departments

In any store with a detached department(s), the employer will post directions and hours in a prominent location, when those hours go beyond the normal mall hours, with the exception of those areas where postings are not permitted by the Mall or other third party.

Letter of Understanding #16
By and Between
UFCW ~~Local 24~~Local
3000
And
Macy's

Non Draw vs Commission in Draw vs Commission (DvC) Selling Zones

In DvC selling zones where non DvC merchandise listed below is part of the selling zone, the assigned DvC sales Colleague shall receive DvC at the commission rate listed below. As an example, if Mattresses and Luggage exist in the same selling zone, DvC Mattress sales Colleagues assigned to that zone shall receive 6.0% DvC for mattress sales and 5.5.% for Luggage sales.

Description	Rate
Better Sportswear	5.50%
Collections 1	5.50%
Suits	5.50%
Bridge	5.50%
Moderate Sportswear	5.50%
Dresses	6.00%
Petites	5.50%
Collections 2	5.50%
Impulse	8.00%
Women's World	5.50%
Coats/Swim	5.50%
Intimate Apparel	6.00%
Accessories	7.00%
Jewelry	7.00%
Hosiery	7.00%
Handbags	6.00%
Watches	7.00%
Childrens	5.75%
Men's Sportswear	5.50%
Men's Active	5.50%
Men's Furnishings	5.50%
Men's Collections 1	5.50%
Men's Slacks	5.50%
Men's Collections 2	5.50%
Young Mens	5.50%
Textiles	5.00%
Bed Linens	5.00%
Bath Linens	5.00%
Tabletop	6.00%
Silver	6.00%
China	6.00%
Glassware	6.00%
Juniors	5.50%
Housewares	5.00%
Luggage	5.50%

Letter of Understanding #17
By and Between
UFCW ~~Local 24~~Local
3000
And
Macy's

Display Colleagues Sunday work

The following Letter of Understanding applies to Downtown Seattle, Southcenter Mall, Northgate Mall and Commons Mall only:

Display Colleagues hired prior to July 25, 1996 performing work on Sunday shall be paid at the rate of time and one-half (1 ½). Colleagues hired after July 24, 1996 but prior to August 4, 2000 shall be paid a Sunday premium of fifty cents (\$.50) per hour. Colleagues hired after August 3, 2000 shall receive the straight time rate of pay for all hours worked on Sunday.

Letter of Understanding #18
By and Between
UFCW ~~Local 24~~ Local
3000
And
Macy's

Re: Commission Conversion

The parties agree that when the decision is made to convert a department from DVC to Base (Hourly) rate or a Base plus Commission rate the following process will apply. The commission pay plan change shall not erode colleague's earnings if their sales per hour selling level remains consistent with prior selling levels. The union shall be notified of any decision to convert at minimum (30) days in advance of the implementation of such decision.

Draw Vs. Commission to Base (Hourly)

1. At the date of conversion the employer will determine the Average Regular and Commission Pay Rate using total regular and commission earnings from either of the previous two (2) fiscal years or the previous 52 weeks, whichever is greater divided by productive hours for the same time period.
2. The Average Regular and Commission Pay Rate will be compared to the colleague's current wage scale. The new base rate will be the higher of either the Average Regular and Commission Pay Rate or the current wage scale
3. Colleagues with less than 12 weeks of experience at the time of the conversion shall have a base rate equal to their draw rate.
4. Due to the calculation called out above, the new base hourly rate will provide a pay opportunity greater than or equal to the combined regular and commission earnings they experienced on the prior pay plan.
5. Big Ticket departments will only convert to a Base (hourly) rate, if the employer can demonstrate that Colleagues working in that department will receive an overall increase in earnings. In such a circumstance the above formula shall apply.

Draw Vs. Commission to Base Plus

1. At the date of conversion the employer will calculate the Average Regular and Commission Pay Rate using the method above
2. The Average Regular and Commission Pay Rate will be compared to the colleague's current wage scale. The wage will be the higher of either the Average Regular and Commission Pay Rate or the current wage scale
3. If the area operates at a base (hourly rate) plus commission program, the commission rate shall be no less than 2.0% on all eligible merchandise sales.
4. If the area operates a base (hourly) rate plus tiered commission program, the lowest commission rate shall be no less than 1.5% on eligible merchandise department sales

Letter of Understanding #19 Between

UFCW ~~Local~~
~~24~~Local 3000
And MACYS

RE: Fine Jewelry Tiered Commission Program

1. Fashion Colleagues shall receive in-store training on work time on the various fine jewelry processes.
2. There will be one pay scale for the combined fashion/Fine Zone. Colleagues on the fashion scale shall be placed on the fine jewelry scale at the step that is closest to their current wage rate without a reduction in pay.
3. Tiered commission will start at 2%.
4. Employees in the Fashion and or Fine jewelry zones who currently work a grandfathered schedule of 37.5 hours shall continue to work a schedule of 37.5 hours after the implementation of the Fine/Fashion Tiered commission program
5. Refer to Appendix C for commission rates and program details.

Letter of Understanding #20

Between
UFCW ~~Local~~
24Local 3000
and
MACYS Inc.

RE: Use of General Utility Colleagues

1. The General Utility Colleague position shall be within the ~~Local 24~~Local 3000 bargaining unit and shall be governed by all the ~~Local 24~~Local 3000 collective bargaining agreement with Macys Inc.
2. The General Utility Colleague is a non-commission Colleague that can respond to changing business needs by performing sales and support functions within our Backstage locations. General Utility Colleagues will follow the Placement, Signing, Merchandising Processor Specialist, Price Change progression table.
3. General Utility will maintain a separate seniority list based on this new classification for lay off purposes only.
4. The General Utility Colleague will have schedules consistent with the current available scheduling options provided in the collective bargaining agreement.

General Utility Colleagues will follow the dress code consistent with current Backstage Colleagues.

Transition to General Utility in the Alderwood and Backstage Locations, all future Backstage locations will follow the provisions as outlined above:

Current Backstage Colleagues within the Alderwood and Southcenter locations will have the choice of the following options:

1. Convert to the General Utility position with the same scheduling option that they are currently in.
2. Colleagues choosing not to convert to General Utility will be placed in a similar support role with the same scheduling option.
3. Existing Backstage Leads will have the opportunity to convert to General Utility Lead, assuming all responsibilities associated with that role. If they choose to remain as Support Leads the following placement options will be followed:
 - a. If available, the existing Lead may take any open Support Lead position within the store with the same scheduling option they currently have.
 - b. If no open Support Lead positions are available, the Support Lead can take any open merchandising position, keeping their current \$1.00 premium and maintain their same scheduling option that they currently have.

Letter of Understanding # 21 By and Between
UFCW ~~Local 21~~Local 3000

And

Macys

Non Public Personal Information and Security Agreement

The Union agrees to the following with regard to all non-public personal information the Company provides to the Union pursuant to Article 3 and this Agreement generally:

(a) Non-public personal information, or “PII” means personal information or data the Company provides to the Union that identifies, relates to, describes or could be reasonably used to identify, relate to or describe any natural person, including without limitation, a person’s first and last name, home or other physical address, telephone number, fax number, email address, Colleague number, financial account information, signature, driver’s license information, government issued identification card information, photographic image, dates of birth, and mother’s maiden name provided by the Company to the Union pursuant to the requirements of this Agreement.

(b) (i) The Union will use any PII it receives from the Company (i) solely to fulfill its obligations under this Agreement, or (ii) for other Union business, solely as authorized in writing by each Macy’s employee whose PII has been transmitted to the Union.

(c) (i) The Union will use commercially reasonable security measures and controls to ensure that the PII is protected from unauthorized disclosure. Further, destruction of PII will be conducted in a secure manner that ensures PII will not be disclosed to third parties or others in an unauthorized manner. For purposes of this paragraph, “Commercially reasonable” shall mean by a comparable nonprofit organization (with handsets of an amount similar to the financial and other assets of the Union) in support of that organization’s activities.

(ii) Notwithstanding paragraph (c) (i), immediately above, the Union represents and warrants that it has taken and will continue to take certain measures to ensure the security of the PII. The union will provide the employer with a description of threat protection strategies upon request.

(iii) In addition, the Union represents, that, should any of the forgoing measures set forth in paragraph (c) (ii) become insufficient to protect the PII, it will take additional reasonable measures to ensure the PII is protected from unauthorized use or disclosure.

(d) The Union will ensure its collection, access, storage, use, disclosure, and destruction of PII complies with all applicable federal, state, and local laws, rules and regulations. Furthermore, the Union will not use or disclose the PII in violation of any law.

(e) The Union will maintain a written information security program, with administrative, technical, and physical safeguards designed to reasonably ensure the security, confidentiality, and integrity of PII and other data.

(f) The Union shall provide Company written notice of any actual unauthorized access, disclosure, or material modification of Company provided PII within ninety-six (96) hours. Such notice shall include the number and type of data compromised and the steps taken to remediate the cause(s) of the unauthorized activity.

Letter of Understanding # 22
By and Between
UFCW ~~Local 24~~Local
3000

And
Macys

Regarding Dress Code

It is agreed and understood that for the term of this Agreement (2018-2021) Macy's Style at Work Policy will replace Macy's Tailored Professional Dress Standards (2006). Macy's will provide reasonable notice to the Union regarding any updates or enhancements to this program.

The Parties hereby agree to the following Appendix, Letters of Understanding, and Memoranda of Understanding:

Appendix A	Regarding Health ft Welfare, Dental, and Vision
Appendix B	Wage Progressions
Appendix C	Fine Jewelry Tiered Commission Program
Letter of Understanding #1	
Letter of Understanding #2	Regarding Bonus Incentive
Letter of Understanding #3	Regarding Cosmetics
Letter of Understanding #4	Regarding START Team
Letter of Understanding #5	Regarding Health and Welfare Eligibility
Letter of Understanding #6	Holiday Shift Change
Letter of Understanding #7	Regarding Retirement Plan Modifications
Letter of Understanding #8	Full Time-Positions Under MySchedule Plus System
Letter of Understanding #9	Grievances and MySchedule Plus
Letter of Understanding #10	Selling Schedules
Letter of Understanding #11	Attendance Credit Program for Managing Attendance
Letter of Understanding #12	Regarding Re-Instituting Clearance Center Major Sales
Letter of Understanding #13	Regarding Grandfathered Department Colleagues
Letter of Understanding #14	Regarding Union Leave
Letter of Understanding #15	Dress Standards
Letter of Understanding# 16	Non Draw vs Commission in Draw vs Commission (DvC) Selling
Zones	
Letter of Understanding #17	Display Colleagues Sunday work
Letter of Understanding #18	Commission Conversion
Letter of Understanding #19	Fine Jewelry Tiered Commission Program
Letter of Understanding #20	Use of General Utility
Letter of Understanding #21	Non-Personal Information and Security Agreement
Letter of Understanding #22	Dress Code

FOR AND ON BEHALF OF:
MACY'S, INC.

FOR AND ON BEHALF OF:
UFCW ~~LOCAL 21~~LOCAL
3000

BELLINGHAM ADDENDUM

By and Between
Macy's, Inc.
And
UFCW ~~Local~~
24 Local 3000

2018 -2021

Terms of the Macys 21/Metro Agreement shall apply to Colleagues working in the Bellingham location with the following exceptions, additions, and deletions:

2.19 Employer Responsibilities - The Employer shall have the sole discretion in such matters as, but not limited to, selection of merchandise to be sold, setting of store opening hours, determining work methods, equipment and materials to be used, reclassifying employees in accordance with the nature of their work, establishing work schedules to satisfy customer service and store requirements, adjusting wages above contract minimums, adopting incentive or bonus systems and direction of store personnel, including the right to hire, train, employ, recall, transfer, and promote employees within the store, and other management functions not specifically mentioned herein.

7.02 All non-probationary regular full and regular part-time employees (on a prorated basis) shall be entitled to holiday pay, provided they work the holiday if scheduled, and the last day of their schedule before, and the first day of their schedule following the holiday. If absence on the holiday if scheduled, and the day before, or the day after the holiday, is due to express permission of the Employer or its representative, or bona fide illness or accident, proved to the satisfaction of the Employer, the employee shall be paid for the holiday. Employees hired on a day-to-day basis, or by the hour, employees hired for the Christmas season as specified in 2.02 of the Labor Agreement, and those short-hour employees whose regular schedule does not call for work on a day upon which a holiday may fall, shall not be entitled to holiday pay under the provisions of this contract.

8.09 (exception) Vacation: Colleagues with Twenty Years or More Service - Employees with twenty (20) years or more of service and who were hired prior to October 17, 1999, will be eligible for five (5) hours of pay for each fifty (50) hours worked in the previous fiscal year. (Employees hired on or after October 17, 1999, shall not be eligible for this vacation benefit.)

12.05 General Conditions: Store Meetings - A minimum paid call-in of one (1) hour will be paid if attendance is required and would apply only if the call-in was not connected to an employee's regular shift.

Letter of Understanding
By and Between
UFCW ~~Local~~
~~24~~Local 3000
And
Macy's

Working Hours For Bellingham Employees

Employees who choose not to work on Sunday shall not be discriminated against. All Sunday work shall be voluntary and those employees who choose to work shall be given the opportunity to work based on departmental seniority with present employees being given the first opportunity to work on a departmental basis. If enough volunteers are not available, the Employer shall have the right to staff the store by inverse seniority, provided an individual employee scheduled by inverse seniority be scheduled no more than two (2) consecutive Sundays if hired prior to September 1, 2006: Any employees who elect to work on Sunday, as part of their five (5) day workweek, shall be allowed two (2) consecutive days off, Monday through Friday.