

Agreement by and between
UFCW 3000
and
Seattle Mariners

Mariners Retail

Effective: 03-18-2023 – 01-31-2025

UFCW3000

Faye Guenther, President • Joe Mizrahi, Secretary-Treasurer





WEINGARTEN RIGHTS

Your Right to Union Representation

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

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

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

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

Discipline? Contract violations?

Call the Member Resource Center

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

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

COLLECTIVE BARGAINING AGREEMENT

between

SEATTLE MARINERS

and

UFCW LOCAL 3000

March 18, 2023 - January 31, 2025

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PREAMBLE

This Agreement is made and entered into by and between The Baseball Club of Seattle LLP d/b/a Seattle Mariners (hereinafter referred to as the "Employer") and United Food and Commercial Workers, Local 3000 (hereinafter referred to as the "Union").

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

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

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

1.1 The Employer recognizes the Union as the exclusive bargaining representative for all regular full-time, regular part-time, and seasonal cashiers, sales associates, sales workers, clerks, customer service representatives, stockers, stock clerks, visual merchandisers, warehouse associates employed at retail establishments, and any others engaged in selling or handling merchandise.

1.2 At least ten (10) business days prior to closing on any sale, transfer, or assignment of a controlling interest in its operations, the Employer shall give the Union advance notice, including notice of the identity of the new operator.

1.3 In the event the Employer decides to subcontract unit work, in order to augment its workforce, it shall provide 30 days written notice to the Union. Employees covered under this agreement shall not suffer a reduction of hours, layoff, or change in their classification. The Employer and Union shall meet and bargain over the effects of the subcontracted work.

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

ARTICLE 2 - UNION SECURITY

2.1 Pursuant to and in conformance with Section 8(a)(3) of the Labor Management Relations Act of 1947, as amended, it shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing

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

2.2 The Employer shall suspend any employee as to whom the Union, through its authorized representative, delivers to the Employer a written notice that such employee is not in good standing in conformity with this Article. For the purpose of establishing uniform rules for the application of this paragraph of the Agreement, the parties agree as follows:

2.2.1 If a newly hired employee fails to apply for Union membership, or if a employee fails to comply with the requirements of continued membership as set forth above, the Union will serve a letter upon the Employer requesting that such staff person be suspended. The Union will work with the employee to resolve the issue, which may include reviewing options to reduce amount owed, placing the member on a payment plan, or other options that may be available to the employee.

2.2.2 Upon receipt of a letter requesting suspension of an employee who has not complied with Article 2 of the Agreement, the Employer shall within (7) calendar days notify such employee that if they have not complied with the Union membership requirements of Article 2 of the Agreement within forty-five days (45) from the date of Union's written request for suspension, their employment shall automatically be suspended.

2.2.3 The Union agrees to withdraw any letter of suspension if an employee, in respect to whom such letter has been served, shall complete their membership requirements within the time limit specified in 2.2.1 and 2.2.2.

2.2.4 Whenever the Union requires the suspension of any employee in connection with the Union security clause of this Contract, the Union shall hold the Employer harmless and shall indemnify the Employer against any loss, as a result of relying upon the direction of the Union in suspending any employee. The Employer agrees that when the Union notifies the Employer that the reason for the suspension was a bona fide clerical error, the Employer will reinstate the employee to their former position on the next schedule without reimbursement for any lost wages or benefits.

2.3 The Employer shall supply to the Union on a monthly basis a list of all employees covered by this Agreement. The list shall be sent electronically and shall include the employee's name, address, phone number, department, job classification, date of hire,

last four digits of social security number, and wage rate. Each month the Employer will also include an electronic list of new hires and terminations during previous month. The new hire list shall include all information listed above. The termination list shall include the effective date of termination. Provided, however, the two lists can be combined into one list if the Employer identifies the new employees and the terminated employees on the supplied list.

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

2.4.1 The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that shall arise against the Employer for or on account of any deduction made from the wage of such employee. The Union shall without limitation indemnify and hold the Employer harmless from any and all claims arising from the Employer's requirement to comply with Section 2.4.

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

ARTICLE 3 - UNION REPRESENTATION

3.1. **Officers of the Union/Stewards:** The Employer agrees to recognize Union-designated stewards and representatives of the Union. The recognized stewards or representatives will be allowed a reasonable amount of time during working hours on non-paid time for purposes of investigation of grievances and processing of grievances providing such work does not interfere with or delay the performance of any work. Solely to perform representational functions, Union elected representatives will be granted access to Mariner's facilities where employees are working, during working hours including during games. For Union Representatives to have access during game-time they will schedule in advance with People & Culture. The Employer shall provide a pass or other form of identification for Union Representatives granted access during a game.

3.2. **Distribution of the Agreement:** The Employer shall make available an electronic or paper copy of this Agreement to all current and newly hired employees covered by this Agreement, including alternative language versions of the Agreement for employees whose primary language is not English (*in the employee's primary language as identified by the employee*). If produced by paper, the Employer will pay for all costs of reproducing the Agreement.

ARTICLE 4 - EMPLOYMENT PRACTICES

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

The Employer and the Union will not interfere with, restrain or coerce the employees covered by this Agreement because of membership in, or activity on behalf of the Union. The Employer will not discriminate in respect to hire, tenure of employment or any term or condition of employment against any employee covered by this Agreement because of membership in, or activity on behalf of the Union.

4.2 **Job Posting:** Job openings in the bargaining unit shall be posted for no less than seven (7) calendar days. All bargaining unit employees will have access electronically to all job postings. The description and requirements for the job shall be included in the posting. Employees who apply for an open retail position who are not interviewed shall be informed why they were not interviewed within twenty-one (21) days of the closing date for application. In the selection process, the Employer will select the most highly qualified applicant for the retail job, which shall be determined exclusively by the Employer in its sole discretion and judgment. Where qualifications are considered by the Employer to be equal in its sole discretion and judgment, the senior employee applying for such job will be given preference. For purposes of this Agreement, the term "qualified" is herein defined to include, but not limited to, such factors as skill, competence, ability, experience, attendance/punctuality, (excluding any protected absences) record, and documented past performance, in the sole and exclusive judgment of the Employer, which shall not be exercised in a manner that is arbitrary or capricious.

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

supervisor is not appropriately handling the complaint, then the employee should report their concerns directly to People & Culture or other supervisors.

4.3 **No Free Time**: The Employer shall be responsible for payment for all hours worked, and an employee shall only work those hours specifically authorized by the Employer. Any employee found by the Employer or the Union to be engaging in such practice shall be subject to discipline, which may include termination.

ARTICLE 5 - NEW EMPLOYEE ORIENTATION.

During the orientation of new employees, the Employer will provide the opportunity for thirty (30) minutes at the end of the orientation for the Union and its designated Steward and/or Union representative to discuss information about the Union and the terms of this Agreement. The Union Steward shall receive pay up to thirty (30) minutes for attending the New Employee Orientation. The new employee shall receive pay for attending the New Employee Orientation. A list of new hires in the bargaining unit, with the employees' names, phone number, job titles and department, will be emailed to the Union on the Friday prior to the orientation scheduled. If any employees are still being onboarded the Friday prior to orientation, the Employer will supplement with those employees' names, phone numbers, job titles and department as soon as reasonably possible prior to the orientation session.

ARTICLE 6 - SENIORITY AND AVAILABLE HOURS

6.1 Attainment of Seniority

6.1.1 All regular full-time and part-time employees shall attain seniority after ninety (90) calendar days with the Employer. Seasonal employees shall attain seniority after one hundred eighty (180) days with the Employer.

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

6.2 Application of Seniority

6.2.1 Seniority shall be applicable on an individual basis, except as otherwise provided for, and shall apply to the extent provided for in this Article.

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

6.2.3 **Layoff**: Where, on an individual store basis, there is a reduction of the number of employees holding seniority within such store, the last employee hired shall be the first employee laid off, provided qualifications and ability are equal. The affected employee(s) so reduced may displace the most junior employee of the Employer in the same classification within the geographic jurisdiction covered

by this Agreement, provided qualifications and ability are equal. In the event of a store closure, the affected employees shall be considered laid off at the time of the closure.

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

6.3 **Rehire**

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

6.3.2 Employees shall be required to inform the Employer in writing of their current addresses, email and phone number, employees rehired in accordance with section 6.3.1 shall be notified in writing and via email to report to work. Employees failing to report within the requisite time or failing to provide current contact information shall relinquish all recall rights.

6.3.3 The Employer will make every reasonable effort to contact the recalled employee, however, recalled Employees who do not respond within seven (7) business days of notice will forfeit their right to recall.

6.3.3.1 The Employee will be required to report for work within one (1) calendar week of accepting the recall offer. The Employer may grant reasonable requests for additional time up to one (1) additional week in order to report for work.

6.4 **Loss in Seniority**

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

6.4.2 Voluntary quit;

6.4.3 Discharge in accordance with Article 16;

6.4.4 Absence caused by a layoff in excess of seventy-five (75) consecutive calendar days.

6.4.5 Absence caused by an illness or non-occupational accident of more than

three (3) months, unless an extension of an illness or non-occupational related leave of absence is approved by the Employer;

6.4.6 Absence caused by an occupational accident of more than nine (9) consecutive months unless a longer period is agreed upon between the Employer and the Union;

6.4.7 Failure to report to work seven (7) business days following the postmark of the written notice referred to in Section 6.3.3 mailed to employee's last known address; and,

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

ARTICLE 7 - LEAVES OF ABSENCE

7.1 Employees with one (1) year or more of continuous service shall be entitled to a leave of absence without pay for the following bona fide reasons:

7.1.1 Bona fide illness or non-occupational injury which requires absence from work in excess of fourteen (14) calendar days.

7.1.2 Pregnancy.

7.1.3 Serious illness or injury in the employee's immediate family as defined by the Family and Medical Leave Act (FMLA).

7.2 Leaves for any reason may be granted at the sole discretion of the Employer to employees regardless of length of service.

7.2.1 Union stewards shall be granted up to fourteen (14) unpaid days off per calendar year to attend Union functions.

7.2.2 Upon request of the Union, leaves of absence without pay for Union business not to exceed twelve (12) months may be granted by the Employer to employees regardless of length of service. An extension to Union leave may be granted at the discretion of the Employer.

7.3 Any request for a leave of absence under the terms of Sections 6.1 and 6.2 shall be in writing and state the following information:

7.3.1 Reason for such request;

7.3.2 Date leave is to begin; and,

7.3.3 Date of return to work.

7.4 Any leave of absence may run to a maximum of twelve (12) months unless a longer-term leave is mutually agreed to by the Employer and employee.

7.5 Leaves due to occupational injuries that result from employment with the current Employer regardless of length of service, shall be granted for a period up to twelve (12) months unless a longer period is agreed upon between the Employer and the employee.

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

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

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

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

7.8 Any employee found to have abused the "leave of absence" by falsification or misrepresentation shall thereupon be subject to disciplinary action.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

8.1 All hours worked in excess forty (40) hours per week shall be paid for at the rate of time and one-half (1-1/2) the regular rate of pay.

8.2 A minimum of ten (10) hours shall be required between shifts. Otherwise, the premium of time and one-half (1-1/2) will be required for any hours that may be worked prior to the expiration of the ten (10) hour period.

8.3 **Holidays:**

If they are not scheduled to work, full and part-time staff shall receive a paid day off (at the straight-time wage rate) on the following observed holidays:

New Year's Day,
Martin Luther King, Jr. Day,
President's Day,
Memorial Day*,
Juneteenth (floating holiday),
Independence Day*,

Labor Day*,
Thanksgiving Day,
Christmas Day

The number of hours paid for the holiday will be based upon the employee's work schedule.

If the observed holiday falls on a Saturday, the holiday will be recognized on the preceding Friday before the holiday. If the observed holiday falls on a Sunday, the holiday will be recognized on the following Monday after the holiday.

Should a full or part-time employee work on an observed holiday, the hours worked will be paid at time and one-half (1-1/2) the employee's straight-time wage rate. Additionally, seasonal staff working on the above holidays marked with a "*" shall receive time and one-half (1-1/2) the employee's straight-time wage rate.

Holidays paid, but not worked shall not be recognized as time worked for the purpose of determining overtime.

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

8.5 **Rest Period:** Employees must take a 15-minute paid rest break for every four hours worked and must not work more than three consecutive hours without a paid 15-minute rest break. A rest break taken in a 15-minute block should be scheduled as near as possible to the midpoint of the work period. Employees' paid rest breaks do not have to be scheduled in 15-minute blocks if the nature of the work allows an Employee to take shorter, intermittent rest breaks totaling 15 minutes for every four hours worked.

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

8.6.1 Employees required to attend such meetings on their day off shall receive a minimum of a two (2) hour call-in pay for such meetings.

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

8.8 **Special Events Earn Holiday Pay:** Employees shall be paid holiday pay pursuant to section 8.3 for Special Events. Special Events shall be defined as the MLB All-Star Game, World Series games, and American League Championship games held in Seattle.

ARTICLE 9 - CLASSIFICATIONS AND MINIMUM RATES OF PAY

9.1 Employees shall be paid at a flat hourly rate based on the following agreement:

Rate of Pay		
STEP		WAGE
Step 1		\$21.50

Effective February 1st, 2024, a general hourly base wage increase of 3.0%.

Additionally, full- and part-time employees shall receive an additional \$1.00 per hour base wage.

9.1.1 Employees already employed at the time of ratification will be placed on the scale based on whether they are a keyholder or not with the Employer.

9.2 **Keyholders:** Any employee assigned a keyholder position shall receive a one dollar (\$1.00) an hour premium.

9.3 Excluding keyholders, no bargaining unit employee will have the expectation to formally train another employee. Job shadowing is not considered formal training.

ARTICLE 10 - MANAGEMENT RIGHTS

10.1 Except to the extent expressly limited by a specific provision of this Agreement, the Employer reserves and retains all rights which existed prior to the execution of this Agreement to manage its retail business and operations, including without limitation, the sole and exclusive rights to manage and direct the workforce and to execute the various duties, functions and responsibilities incident thereto; to determine the products to be handled or manufactured; to require and schedule reasonable overtime; to establish qualifications for all job titles; to schedule the work; to determine methods, processes and means of accomplishing the work; to conduct employee satisfaction or related surveys; to maintain or implement employee feedback or complaint processes which address issues outside of this Agreement; to determine the quality and quantity of work to be performed; to introduce new or improved methods, equipment or facilities for accomplishing the work; to change or discontinue existing work methods, products, material, or facilities; to enforce, establish, revise or add reasonable work rules, policies and procedures which the Employer deems necessary to ensure the safety and efficiency of any operations and/or its employees, by which all employees must abide (including but not limited to drug testing for reasonable suspicion and post-accident) and which are not inconsistent with the provisions of this Agreement; to decide the number of employees and the number and location of its retail operations; to hire, promote, or transfer employees; to demote, suspend, discipline or discharge employees for just cause; to allocate and assign work to employees; and to exercise such other rights as may be necessary for the proper management of the Employer's retail operations covered by this Agreement. Further, the parties understand and agree that managers and supervisors may perform bargaining-work work to the extent they deem necessary and appropriate.

10.2 It is agreed that the management rights described and specified herein, except those rights expressly abridged or limited by a specific provision of this Agreement, may not be limited by arbitration or an arbitrator, or by any other means except by mutual written agreement of the parties.

10.3 It is understood and agreed that the exercise of management rights by the Employer is not subject to prior notice, discussion, or negotiation with the Union, except to the extent expressly required by a specific provision of this Agreement.

10.4 The Employer has the sole right to outsource any work at any time and for any reason except that the intent cannot be to erode the bargaining unit.

10.5 At least ten (10) calendar days prior to implementation, the Employer will distribute revised or newly implemented work rules or personnel policies to bargaining unit employees, and provide a copy to the Union.

ARTICLE 11 - VACATION

11.1 The Employer will provide paid vacation to eligible full and part-time employees annually.

Full or Part Time Eligibility:

<u>Years of Service</u>	<u>Paid Vacation Hours Accrual</u>	<u>Max Accrual</u>
Less than one year	1 hour for every 50 worked	Up to 40 hours
1 - 4.9 years	2 hours for every 50 worked	Up to 80 hours
5 – 9.9 year	2.5 hours for every 50 worked	Up to 100 hours
10 years+	3 hours for every 50 worked	Up to 120 hours

11.2 Vacation hours will accrue upon hire and be available for use after an employee's initial probationary period has passed. The daily amount of vacation hours will be paid based upon the employee's work schedule when the hours are used. Employees may carryover up to 40 hours per year of unused, accrued vacation time. Upon separation of employment, employees will be paid out all accrued and unused vacation except in cases of disciplinary termination for cause.

11.3 While on vacation, Employees will be blacked out, meaning employees will not be on-call, or expected to work.

11.4 Seasonal staff are ineligible for paid vacation.

ARTICLE 12 - NO STRIKE / NO LOCKOUT

During the term of this Agreement, neither the Union nor its members, agents, representatives, employees, or persons acting in concert with them shall incite, encourage or participate in any strike, sympathy strike, boycott, picketing, walkout, slowdown or other work stoppage of any nature whatsoever. Any employee participating in any strike, sympathy strike, boycott, picketing, walkout, slowdown, or work stoppage will be subject to discipline. The Employer agrees that during this same time period, there shall be no lockouts.

ARTICLE 13 - BEREAVEMENT LEAVE

13.1 Full-time and part-time employees are eligible for up to (5) days of paid bereavement leave that must be taken within twelve (12) months of the death unless otherwise arranged and approved with the employee's manager. Hourly employees will receive pay for regularly scheduled work hours for the days requested, up to a maximum of 10 hours per day.

Immediate family members for the purposes of this policy are: spouse, child, grandchild, mother, father, sister, brother, mother/father in-law, sister/brother in-law, daughter/son in-law, grandparents, grandparents in-law, step-child, step-grandchild, step-mother/father, step sister/brother, step-grandparent, step-grandparent in-law, and domestic partner or cohabitating partner and their immediate family members.

The company may grant paid time off at the death of another family member if it is clear the relative has acted as parent of either the employee, spouse or domestic partner, or if the employee had legal guardianship of the deceased immediately prior to the death. In these instances, the employee must obtain prior approval from management to receive paid time off under this policy.

Bereavement leave will be paid at the employee's base wage rate, which does not include shift differential.

Bereavement leave will not be counted toward the computation of overtime.

Seasonal, temporary, and part-time hourly employees who work less than 20 hours a week are not eligible for paid bereavement leave.

ARTICLE 14 - HEALTH, WELFARE AND RETIREMENT

14.1 All applicable health programs offered by the Employer will continue to apply for the duration of this Agreement for all regular, year-round retail staff who average a minimum of 30 weekly hours over a 12-month period. Eligible retail staff shall receive the same health programs on the same terms as all other plan participants who work for the Employer. If there are changes to the health programs during the term of this Agreement, the Employer will provide notice to the Union concerning such changes. Further, the Union expressly waives any decisional bargaining obligations associated with any changes to health programs. If the total premiums exceed 20% of the rate from one year to the next, the Union has the right to bargain over the effects associated with such

premium increases. If the total premium increases do not exceed 20% from one year to the next, however, the Union waives the right to bargain over effects.

14.2 All applicable 401(k) programs offered by the Employer will continue to apply for the duration of this agreement. Retail staff must work a minimum of 1,000 hours in calendar year, and must be at least 21 years of age in order to participate in the 401(k) plan. If there are changes to the 401(k) plan during the term of this Agreement, the Employer will provide notice to the Union concerning such changes. Further, the Union expressly waives any decisional bargaining obligations associated with any changes to the 401(k) Plan. The Union has the right to bargain any effects associated with changes to the Employer match tied to eligible employee contributions. The Union waives the right to bargain over any effects associated with other possible changes to the 401(k) program.

ARTICLE 15 - SICK & SAFE LEAVE

15.1 Employees accrue paid sick and safe leave at a rate of one hour for every 30 hours worked beginning on the first day of employment. The Employer is classified as a Tier 3 employer under the Seattle Paid Sick and Safe Time Ordinance. Commencing on the employee's ninetieth (90th) day of employment, eligible employees may use accrued paid sick and safe leave for:

- Diagnosis, care, or treatment for an employee's or covered family member's illness, injury, or health condition and for preventative care for an employee or an employee's covered family member.
- Closure of the employee's place of business by order of a public official for health reasons.
- Reduced operations of the employee's place of business for any health-or-safety-related reason.
- Closure of the employee's child's school/place of care.
- Closure of the employee's family member's school/place of care.

Paid sick and safe leave can also be taken for Safe Time activities recognized under applicable law such as:

- For reasons related to domestic violence, sexual assault, or stalking – for the employee or a covered family or household member. This includes an individual with whom the employee has or has had a spousal, domestic partner, or dating relationship, with whom the employee has a child in common, with whom the employee resides (or has resided), and any adult person related by blood or marriage to the employee).

15.2 **Carryover:** Employees may carry over up to 72 hours of accrued, unused paid sick and safe leave to the following year.

15.3 **Accrual:** Paid sick and safe leave is accrued only while an employee is working. 'Working' is defined as time spent performing work duties or when an employee is serving

on jury duty. Paid sick and safe leave is not accrued while an employee is not working and is using sick and safe, holiday or vacation time, or receiving other paid leave benefits, workers' compensation payments, or on an unpaid leave of absence.

15.4 Rate of Pay/Usage. The rate of pay for usage of paid sick and safe leave will be computed as required by applicable law. When employees use accrued paid sick and safe leave for covered usages (referenced above), they will be paid at their normal hourly compensation rate. They will not be paid for paid sick and safe leave usage at overtime or any premium rates. The use of paid sick and safe leave does not count towards the calculation of overtime. Further, employees are permitted to use paid sick and safe leave in increments consistent with their time increments of pay.

15.5 Rehire. Employees who are rehired within 12 months will have their previous unused paid and safe leave reinstated and available for use if, and to the extent required by applicable law.

15.6 Employment Separation. At separation, accrued and unused paid sick and safe leave will be forfeited and will not be cashed out.

15.7. Notice of Absences / Verification

Whenever possible, the request to use paid sick and safe leave be made as soon as possible and should include the expected duration of the absence.

Requests for use of paid sick and safe leave:

- a. For **foreseeable absences** (such as a pre-planned surgery) should be requested at least 10 days in advance, or as soon as possible.
- b. For **unforeseeable absences**, notice to immediate supervisor should be provided as soon as practicable. Verbal notice should be given as soon as possible; employees must document their Sick Leave use upon return. When it is not practicable to personally provide notice of unforeseeable Sick Leave use, someone else may provide notice on the employee's behalf.
- c. Documentation may be requested for paid sick and safe leave absences, in accordance with leave policies and applicable law. Documentation is required for absences of a certain length (4 or more consecutive scheduled days or portions there). A certification of health care provider which includes the dates and duration of absence may be required for such absences that are due to an employee's or family member's medical diagnosis, care, or treatment.

Employees must return requested verification of the use of paid sick and safe leave for Sick Time within a reasonable time period during or after the use, and not less than ten (10) calendar days after the first day of such use. Employees must return requested verification of the use of paid sick and safe leave for Safe Time activities in a timely manner after the Employer requests the verification. In all cases, if an employee anticipates that complying with a request for verification will result in an unreasonable burden or expense on the employee, the Employee

may provide an oral or written explanation, which asserts that the use of Sick Leave was for an authorized purpose and explains why compliance with the verification request creates an unreasonable burden or expense on the employee. Within ten (10) calendar days of the employee providing an explanation to the Employer, the Employer will make a reasonable effort to identify and provide alternatives for the employee to meet the verification requirement in a manner which does not result in unreasonable burden or expense on the employee.

15.8. **Retaliation Prohibited.** Any discrimination or retaliation against an employee for lawful exercise of paid sick and safe leave is not allowed. Employees will not be disciplined for the lawful use of paid sick and safe leave. If an employee feels they are being discriminated or retaliated against, the employee should contact People & Culture.

ARTICLE 16 - DISCHARGE OR SUSPENSION

16.1 Disciplinary action shall only be initiated by the Employer for just cause. The principles of progressive discipline shall be followed except in circumstances in which other discipline, up to and including immediate termination, is necessary due to the nature and severity of the employee's conduct. While not disciplinary in nature, employees may be placed on leave pending investigation for potentially serious infractions. If the investigation results in no discipline, the employee will be paid for their lost wages while on leave pending investigation.

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

16.3 All discipline will be placed into the following two categories: (1) Attendance and (2) Performance and all Other Infractions. Multiple violations can occur in one incident, in which case all violations would be counted in determining the appropriate level of discipline.

16.4 The progressive disciplinary steps for each category shall normally include four steps: (1) verbal warning, (2) documented written warning, (3) final written warning/unpaid suspension and (4) discharge. Each piece of the progressive disciplinary chain shall remain in place for twelve (12) months. If an employee goes the full twelve-month period, the full disciplinary chain drops off. If an employee receives additional discipline within the same category, the twelve-month period starts anew. Suspension in conjunction with final warning shall not be viewed as a mandatory separate step prior to discharge. However, at the final step of the procedure, the Employer, in its sole discretion, may elect to enforce another suspension rather than a discharge without prejudice to any other case.

The parties understand and agree that for misconduct of a severe nature including but not limited to the following, the Employer may impose a higher level of discipline up to and including discharge:

- Insubordination.

- Theft, or unauthorized removal or wrongful possession of Mariners property, merchandise, funds or possessions of others.
- Serious violations of the Mariners' Conflicts of Interest Policy, including but not limited to accepting gratuities or gifts in violation of that policy.
- Knowing failure to report serious incidents or emergencies to appropriate Mariners officials.
- Neglect of duty or refusal to perform work assigned.
- Failure to call in and show up for a period of three consecutive scheduled shifts (hereby referred to as job abandonment), except for absences protected by law.
- Flagrant disregard for safety or health endangering lives or property.
- Fighting, horseplay, intimidation threats or other behavior that poses a safety threat to Team Members, supervisory personnel or guests.
- Possession or use of a weapon on Mariners' property.
- Falsification or alteration of records including time records, employment application or any other Mariners' document.
- Deliberate destruction of Mariners' property, equipment or merchandise.
- Participation in or benefiting from unethical or illegal business practices.
- Dishonesty, misrepresentation or lying.
- Violations of the Mariners' Sexual Harassment and Other Unlawful Harassment Policy.
- Violation of the policies on Mariners Team Member benefits, complimentary tickets, merchandise discounts, parking and transportation subsidies, and selling tickets or merchandise for personal gain.
- Misuse or unauthorized use of Mariners' records or confidential Mariners information of any nature as outlined in the Confidentiality Policy or the Major League Baseball ("MLB") Policy on Sports Betting.
- Use of credentials or uniform for admittance to ballpark when not scheduled for work or required meetings.
- Violations of the Mariners' Drug-Free Workplace policy, including failure to submit to satisfactorily completing required drug testing.
- Possession of Firearms or Any Other Weapon In or On Employer, Including In Employees' Vehicles Located On or In the Employer's Property.

16.5 All employees will be required to sign acknowledgment / receipt of all Employer documents pertaining to disciplinary actions. Failure to do so may result in disciplinary action. However, it is understood that an employee's signature on disciplinary actions is simply an acknowledgment of receipt and not an acknowledgment of guilt. The Union will be given a copy of the disciplinary form within (72) seventy-two hours of any discipline

16.6 Employees shall have the right to request Union representation during any investigation or interview that may reasonably lead to discipline.

16.7 Any list of issues, infractions or misconduct set forth in this Article is not intended to be all inclusive.

ARTICLE 17 - GRIEVANCE AND ARBITRATION

17.1 **Grievance Defined.** A grievance is defined as an alleged violation of an express term of this Agreement. If such grievance arises, it shall be submitted by the Union on the employee's behalf in accordance with the procedures set forth below. Verbal counseling's may not be grieved.

17.1.1 Grievances at any step and requests for arbitration must be submitted to the person(s) identified below in the grievance steps. Grievances, requests to advance a grievance, or requests for arbitration may be submitted in email or letter form.

17.1.2 Group Grievances on behalf of members of or an entire unit or department may be filed for non-disciplinary violations of an express term of this Agreement. If a group grievance is filed on behalf of an entire unit or department, then individual aggrieved employees need not be named on the grievance form. The Union shall bring up to five (5) informed and impacted members to each of the scheduled meetings defined in the process below.

17.2 **Grievance/Arbitration Process.**

Step 1. If an employee has a grievance, the Union must first present the grievance in writing to the Director of Retail Stores or their designee within twenty-one (21) calendar days from the date the employer or Union was or should have been aware that the grievance existed. The grievance shall include: (1) the article of this Agreement that has been violated; (2) the specific factual circumstances under which the problem occurred, including dates and other employees who may have been involved; and (3) the requested resolution to the problem. Upon receipt thereof, Director of Retail Stores or their designee shall meet and with the employee and Union representative / Unit representative attempt to reach of fair informal resolution and, if no resolution is reached, shall respond in writing to the Union within fourteen (14) calendar days following the meeting.

Step 2. If the matter is not resolved to the employee / Union's satisfaction at Step 1, the Union shall submit the grievance to the Manager, People & Culture or their designee within twenty-one (21) days of Step 1 written response. A conference between the employee, the Union/Unit Representative and the Manager, People & Culture or their designee shall be held within twenty-one (21) calendar days after receipt of the grievance at Step 2. The Manager, People & Culture or their designee shall issue a written reply within fourteen (14) calendar days following the meeting.

Where a grievance involves a group of employees and more than one department, the Union may initiate a grievance at Step 2 by submitting it to the Manager, People & Culture or their designee in accordance with requisite timeframes and providing

individual grievant names and information as to how the issue has impacted each named grievant.

Step 3 - Arbitration. If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Union have complied with the specific procedures, requirements, and time limitations, either party may submit the issue in writing to arbitration within fourteen (14) calendar days following the written reply of the Manager, People & Culture or their designee. If the Employer and the Union fail to agree on an arbitrator within a reasonable period of time, a list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one (1) name remains. The first strike will be determined by a coin toss.

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

17.4. **Arbitrator's Decision.** The decision of the arbitrator shall be final and binding upon the parties and employees involved (without waiving either party's right to appeal the decision in a court of appropriate jurisdiction). The arbitrator shall render their final typewritten decision which shall be dated and which shall include orderly and concise Findings of Fact within thirty (30) calendar days of the close of the hearing or if either or both parties submit post hearing brief(s), within thirty (30) calendar days after receiving the post hearing brief(s), unless mutually extended by the parties.

17.5 **Final Decision.** Unless the parties agree otherwise in writing, a settlement or compromise made with respect to any grievance shall apply to that grievance only and shall not become a binding precedent for other grievances nor a precedent which shall bind the parties as an interpretation of the Agreement.

17.6 **Fees.** Each party shall bear one-half (½) of the fee of the Arbitrator for an award issued on a timely basis and any other expense that they agree to jointly incur incident to the arbitration hearing, including the making of an official transcript of the hearing for the Arbitrator. If the Union or Employer provide their own separate means for recording the proceedings, such shall not, as a matter of right, be available to the other. All other expenses, including, but not limited to legal fees, deposition costs, witness fees, and any and every other cost related to the presentation of a party's case in this or any other forum shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

17.7 **Time Limits.** Time limits shall be strictly construed. Time limits set forth in the foregoing steps may be extended only by mutual written consent of the Employer and Union. Failure of an employee or the Union to file a grievance on a timely basis or to timely advance a grievance in accordance with the time limits set forth below will constitute withdrawal of the grievance. In the event the Employer fails to comply with the time limits set forth above the Union can automatically elevate the grievance to Step 2 or Step 3, as the case may be, without any action necessary on the part of the employee. Further, the end of the day for timely filing of a grievance or moving to subsequent steps or to arbitration will be 11:59 p.m. A time limit which ends on a Saturday, Sunday or a holiday as designated in this Agreement shall end at 11:59 p.m. on the next following non-weekend or holiday day.

ARTICLE 18 - GENDER NEUTRALITY

18.1 The Employer will ensure employees are informed the following:

- a. That Employees may use the restrooms and changing rooms in which they are most comfortable.
- b. That everyone at the workplace or engaged in the Employer's business is required to speak or refer to employees by their chosen names and/or pronouns.

If the employee requests in writing, the Employer will change all possible records so that records use the names employees prefer and the pronouns they identify with. Upon employee request, the Employer will also update any photographs, including identification badges.

ARTICLE 19 - "FLOATER" EMPLOYEES

19.1 When no bargaining unit employee is available to be scheduled, the Employer has the right to utilize up to ten (10) floater employees. Floater employees are ones who work up to eighty (80) retail hours per year and are so informed. Floater employees shall not be considered employees under this Agreement. Employees covered under this Agreement shall not suffer a reduction of hours, layoff, or change in their classification.

19.2 The Employer must notify the Union monthly with a list of all "Floater" employees and the hours they worked via email. The Employer is not limited to using the same ten (10) Floater workers upon mutual agreement with the Union each time during the term of this Agreement.

19.3 Additionally, the parties understand and agree that third parties may run some retail operations during concerts and special events. Such workers shall not be considered employees under this Agreement.

ARTICLE 20 - GENERAL PROVISIONS

20.1 All clothing uniforms required by the Employer shall be furnished and kept in repair

by the Employer at no cost to the Employee. Alternatively, Employees may opt to purchase their own pants, for which they are responsible for keeping in repair and in compliance with Employer dress code policy.

20.2 **Commuter Stipend:** Full-time and part-time employees will receive an unlimited Orca Commuter pass card for public transportation. Seasonal employees will receive an ORCA card intended solely to provide transportation to and from work.

20.3 Employees shall receive 30% discount on all merchandise excluding game-used and autographed memorabilia.

20.4 Employees shall receive a meal voucher which provides a 50% discount up to \$9.00 (e.g., an \$18 meal will be charged at \$9.00), per shift, on games day.

20.5 Where feasible, working A/C units shall be placed in all break rooms for employee comfort, health, and safety.

20.6 Size permitting, a breakroom shall have a working refrigerator for all employees to utilize, microwave, fresh-water dispenser or bottled water, table, and chairs.

20.7 **Disasters:** In the event of a disaster or catastrophe such as, but not limited to, a fire, flood, earthquake, pandemic, or other event that causes a severe disruption to the Employer's operations, the parties agree to meet and negotiate if requested by Employer or Union over the effects of the disruption within thirty (30) days.

20.8 Before workers are exposed to an Air Quality Index (AQI) of 101 or higher, Employer must develop and implement a system to communicate wildfire smoke hazards in accordance with any applicable legal requirements.

20.8.1 When the AQI measures above 101 and the scheduled Employee still wishes to work despite such conditions, Employer must provide KN95 or N95 masks.

20.9 When the Employer is under an emergency closure, employees must be notified to ensure employees are given as much notice as possible of said closure.

20.10 In addition to measures listed in 20.8.1, Employer must observe all relevant State laws pertaining to protecting workers against wildfire smoke and heat dangers.

20.11 Full and part-time employees shall receive up to 4 complimentary regular season game tickets per game, subject to availability, applicable taxes, and blackout dates. Seasonal employees shall receive up to 4 complimentary regular season game tickets a month, subject to availability, applicable taxes, and blackout dates. No complimentary game tickets shall be available for MLB post season games or "special events" (e.g., the All-Star game) held in Seattle.

20.12 **Wearing of Pins and Insignias:** Only pins issued by the Employer as part of its records and recognition program, sold in the Mariners' Team Store, or sold on MLB.com are permitted to be worn by employees during working time.

ARTICLE 21 - LABOR MANAGEMENT COMMITTEE

21.1 A Labor-Management Committee shall be established consisting of up to three (3) bargaining unit members and one (1) representative from UFCW; and up to three (3) management representatives. The purpose of the Committee shall be to foster improved communications between the Employer and the bargaining unit. The Labor-Management Committee, which is an advisory committee, shall meet as agreed to but at least bi-annually during the season and off-season to discuss matters pertaining to this Agreement and other workplace issues. The employee's time spent on the Labor-Management Committee shall be paid at the employee's straight-time wage, not to exceed two hours.

ARTICLE 22 - SEPARABILITY

22.1 If any Article or Section of this Agreement, or of any riders thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, and of any rider thereto, or the application of such Article or Section to persons or circumstances, other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

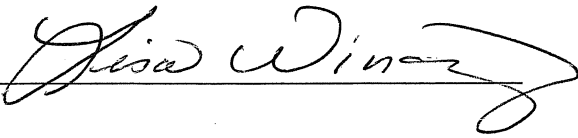
22.2 In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.


ARTICLE 23 - DURATION OF AGREEMENT

23.1 This Agreement shall be in full force and effect from ratification, through January 31, 2025 which time it shall be automatically renewed for a period of one (1) year from said date, and thereafter for each year upon each anniversary of said date without further notice; provided, however, that either party may open this Agreement for the purpose of discussing a revision no later than sixty (60) days prior to said expiration date of each anniversary thereof upon written notice being served upon either party by the other.

The Baseball Club of Seattle LLLP
Workers d/b/a Seattle Mariners

United Food and Commercial
Local 3000





Title: SVP, People & Culture

Title: President

Date: 3-28-2023

Date: April 17, 2023

4889-7444-5657, v. 1

THE UNION DIFFERENCE

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

A Voice at Work

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

Right to Union Representation

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

Just Cause for Discipline

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

The Security of a Union Contract

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

Union Leadership

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

My Shop Steward is:

My Union Rep is:

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

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

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

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

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

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

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

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

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

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

WWW.UFCW3000.ORG

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

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