

AGREEMENT BETWEEN



&

Teamsters

**Local 150
Local 166
Local 210
Local 542
Local 570**



**Local 572
Local 592
Local 853
Local 986**

February 1, 2022 through January 31, 2025

Why Carry A Union Card?

I carry a union card because it carries me into the hearts and thoughts and sympathetic understandings of millions of other average human beings with problems like my own. My card guarantees me a decent Living wage, decent working conditions and time to enjoy my home and family. It entitles me to the benefits of knowledge and experience of my fellow associates. It gives me social contact I enjoy. It creates within me confidence, good fellowship and a strong sense of security and well-being.

It promotes the brotherhood of man through honest work, fair bargaining, "live and let live" and a just reward for all. It stands for self-support and mutual advancement, which means unending progress. It advances patriotism, elevates my standards of thought and living, permits me time for cultural pursuits and spiritual thinking. It puts experience and mutual assistance behind weaker links in the chain of life and keeps the pace a steady one for all. It makes understandable and unforgettable the brotherhood of man.

These are the reasons why I am a labor unionist and why I carry a union card.

Charles Daly, a 38- year Teamster at Local 753

Published in the September 1960 edition of Teamster magazine.

To request your own personal Teamsters Union Card

please contact our Local's Main Office.

Shop Stewards

Stewards are coworkers who volunteer their help to their coworkers at a represented company. They can answer questions, direct you to contract language and help explain it, give advice and/or help resolve work issues at the worksite. Each warehouse has their own Shop Stewards, and the list may change from time to time. Below is a space for you to write them down for reference. As always, you can contact your Business Representative for assistance.

Name: _____

Work Area _____

Contact info: _____

Shift: ___ am ___ mid ___ pm

Name: _____

Work Area _____

Contact info: _____

Shift: ___ am ___ mid ___ pm

Name: _____

Work Area _____

Contact info: _____

Shift: ___ am ___ mid ___ pm

Name: _____

Work Area _____

Contact info: _____

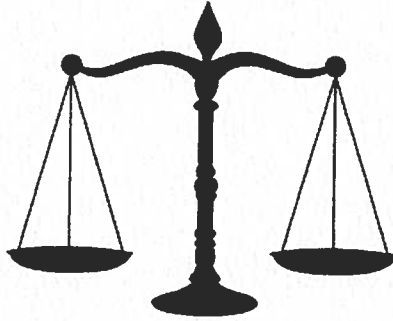
Shift: ___ am ___ mid ___ pm

Name: _____

Work Area _____

Contact info: _____

Shift: ___ am ___ mid ___ pm



KNOW YOUR RIGHTS

“Weingarten Rights”

The U.S. Supreme Court has ruled that a Union Steward is entitled to be present at an investigatory meeting between an employee and management if the employee reasonably believes that a disciplinary action might result. The Court in the Weingarten case determined that this right arises only in situations where the **employee requests representation** and does not apply to such conversations as when the supervisor gives instructions or needed corrections of work techniques.

In subsequent decisions, the Courts and the National Labor Relations Board have ruled that an employee is entitled to consult with a Union Steward before the investigatory interview; that a Union cannot invoke the employee’s Weingarten rights, and; that only you as the employee can assert this right. An employee does not have a right to Union representation, if the decision to issue discipline **has already** been made and the purpose of the meeting is to issue and explain that discipline.

There must be a reasonable probability of discipline resulting from the interview. If the purpose of the interview is merely to hand you a warning already drafted and not to conduct an interview which might lead to that warning, you would be subject to discipline for insubordination.

THEY ARE YOUR RIGHTS BUT
YOU
MUST ASK FOR THEM!

NOTICE TO ALL MEMBERS

IF YOU BECOME UNEMPLOYED IN THE JURISDICTION OF THE LOCAL UNION, YOU WILL BE ISSUED A WITHDRAWAL CARD, ON REQUEST, PROVIDING ALL DUES AND OTHER FINANCIAL OBLIGATIONS ARE PAID TO THE LOCAL UNION, INCLUDING THE DUES FOR THE MONTH IN WHICH THE WITHDRAWAL CARD IS EFFECTIVE.

IT IS THE MEMBER'S RESPONSIBILITY TO SUBMIT, IN WRITING, THAT HE/SHE IS LEAVING THEIR EMPLOYMENT; IT IS **NOT** THE RESPONSIBILITY OF THE LOCAL UNION OR YOUR EMPLOYER.

IF YOU ARE ON A DUES CHECK-OFF WITH YOUR COMPANY AND LEAVE FOR ANY REASON, AND YOUR DUES ARE NOT DEDUCTED, IT IS ALSO YOUR OBLIGATION AND RESPONSIBILITY TO KEEP YOUR DUES CURRENT OR REQUEST A WITHDRAWAL CARD FROM YOUR LOCAL UNION OFFICE.

EFFECTIVE IMMEDIATELY, PER ARTICLE XVII, SECTIONS 5-6 OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS CONSTITUTION, YOU MUST TAKE A WITHDRAWAL CARD BEFORE NINETY (90) DAYS OR GO SUSPENDED ON THE NINETY-FIRST (91ST) DAY.

PLEASE CONTACT THE LOCAL SHOULD YOU HAVE ANY FURTHER QUESTIONS. YOUR LOCAL'S OFFICE NUMBER CAN BE FOUND ON THE INSIDE COVER OF THIS CONTRACT.



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MEMBER SERVICE

The Employer's policy and commitment is to provide outstanding and courteous service to our members. All Employees, Union and Management, must remember the importance of providing Costco members with satisfactory shopping experiences. The Union and Employer jointly agree that this level of Member Service must be maintained through the efforts of all Employees.

COSTCO WHOLESALE – TEAMSTERS AGREEMENT

THIS AGREEMENT entered into this 1st day of February 2022 by and between COSTCO WHOLESALE, hereinafter referred to as the "Employer" or "Company" and TEAMSTERS LOCAL #166 and TEAMSTERS LOCAL #542, chartered by the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

WITNESSETH

That the Employer and the Union acting by their duly authorized agents agree as follows:

ARTICLE I – RECOGNITION

The Company will continue to recognize Teamsters Union Locals 542 and 166 as the sole Collective Bargaining Agent for its employees who are employed at its warehouses within the classifications covered by this National Agreement. The Company will also continue to acknowledge those Teamster Local Unions who have been assigned by Teamsters Locals 542/166 to service employees at Costco Wholesale warehouses operating in their geographical areas, as agreed to by Teamsters Locals 542/166, the Company and those Local Unions.

Teamsters Unions 542/166 shall in all events be the contracting Parties with the Company and the exclusive Unions to represent and bargain for the employees, and this requirement shall apply regardless of what other Teamster Local Union may operate, or have so-called jurisdiction, in certain areas where the Company presently or in the future has a warehouse. Without waiving the generality of the foregoing, the Company shall not recognize any other Teamster Local Union for purpose of Union shop check-off or otherwise, unless mutually agreed to by the Company and Teamster Local Unions 542/166.

The other Teamster Local Unions who have been recognized to service Costco Wholesale employees and recognized to receive Union shop check-off from Costco Wholesale employees working under the National Costco Wholesale Agreement are as follows: Teamsters Local Union #150 for employees working in Sacramento, Placer, and Yolo Counties, Teamsters Local Union #853 for employees working in Mendocino, Sonoma, San Mateo, San Francisco, Marin, Alameda, Contra Costa, Napa, Solano, Santa Clara, San Benito, Santa Cruz, Monterey and Kern Counties, Teamsters Locals #986 and #572 in previously agreed to areas, Teamsters Local Union #210 for employees working in New York and New Jersey, Teamsters Local Union #570 for employees working in Maryland and D.C., and Teamsters Local Union #592 for employees working in Virginia.

If the Local Unions or any affiliated body attempt to assign or transfer any of their rights or obligations hereunder without the Company's consent, the Employees at the locations affected shall be given the right to vote with three (3) options.

1. To remain represented by the Local Union that is presently recognized by the Company.
2. To be represented by a different Local Union.
3. To not be represented by any Union.

ARTICLE II – UNION MEMBERSHIP

(a) Membership Requirements

The Employer agrees, as a condition of employment; that all employees eligible shall become members of the Union within thirty-one (31) calendar days after the execution of this Agreement or within thirty-one (31) calendar days after their hire, as the case may be. All employees who become members of the Union shall remain members of the Union during the term of this Agreement; provided, however, that in the event any State or Federal statutes or regulations shall require an election or other procedure as a condition precedent to its enforcement, then in that case this paragraph shall not become effective until such procedure or election has been complied with.

In Right to Work States subject to applicable law, employees may become members of the Union for compliance with this provision in any one of these three ways:

(1) by becoming a member in good standing by paying the Union initiation fee and other charges pursuant to the Local Union bylaws; (2) by paying uniform initiation fees and monthly dues and choosing not to become a member; or (3) becoming a service fee payer and pay a percentage of the initiation fee and monthly dues based upon the amount of the Union's collective bargaining expenditures bears to the Union's total expenses. If the employee chooses to be a non-member service payer or to pay dues without becoming a member, the employee must notify the Union within thirty (30) days from the date following the thirty-first (31st) day from commencement of employment or the execution date of this Agreement whichever is later. Any employee wishing to challenge the correctness of the Union's calculation of the service fee may do so. Information on the procedure to challenge the Union's calculations will be made available upon request at the Union's office.

(b) Written Notice Requirement

The Union agrees that notice shall be given in writing to the Employer and employee at least seven (7) calendar days before any regular employee is to be removed from their employment by reason of their failure to maintain their membership in good standing in the Union.

(c) Union Registration Forms

The Employer shall mail a notice to the Union of all hires and/or employees who are transferred between warehouses or from outside of the bargaining unit, within seven (7) calendar days of the date of employment or transfer; and said notice shall contain the name, social security number, classification, wage rate, location and the date of transfer or commencement of work. The Union shall provide forms to each of the Employees' locations for this purpose.

(d) D.R.I.V.E. – Democratic-Republican-Independent-Voter-Education

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to D.R.I.V.E.; D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck

on a weekly basis for all weeks worked. The Employer shall transmit to D.R.I.V.E. National Headquarters on a monthly basis, in one (1) check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from that employee's check.

The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employers' actual cost for the expenses incurred in administering the bi-weekly payroll deduction plan.

It is agreed by the Parties that employees' voluntarily contributing to D.R.I.V.E. shall maintain such deduction for a minimum period of twenty-six (26) pay periods and thereafter may notify the Company and Union in writing of the date of cancellation of said deduction after said twenty-six (26) pay periods.

(e) Indemnification

The Union hereby indemnifies and defends the Employer and holds it harmless against any and all suits, claims, demands and liabilities that may arise out of, or by reason of, any action that shall be taken by the Employer for the purpose of complying with the foregoing provisions of this Article, or in reliance on any list or certificate which shall have been furnished to the Employer under any of such provisions.

(f) Exclusions

The following employees will be exempt from union membership:

Warehouse

- Warehouse Manager
- Assistant Manager (4 per location)
- Human Resources Manager
- Front End Manager
- Assistant Front End Manager (2 per location)

- Receiving Manager
- Administrative Manager
- Merchandise Manager
- Assistant Merchandise Manager
- Area Merchandise Managers (4 per location; 1 being a night Manager)
- Marketing Manager
- Membership Manager
- Ancillary Business Manager
- Opticians
- Optical Assistants actively pursuing State Certification
- Hearing Aid Apprentice
- Pharmacists
- Loss Prevention Personnel
- Fleet Manager (Business Delivery)
- Assistant Fleet Manager (Business Delivery)
- Picking Manager (Business Delivery)
- Assistant Picking Manager (Business Delivery)

(g) Bargaining Unit Work – West (ARTICLE II (g) Does not apply to East Coast locations)

It is agreed that Management as described in paragraph (f) above may perform bargaining unit work in the case of safety situations, extreme absenteeism in affected departments, or to assure prompt flow of members during peak sales periods, or other production efficiencies. If a violation of this provision occurs, the employer agrees to pay six (6) hours at the straight time rate of pay to the employee in the department who was affected if such employee can be determined. If not, the employee who filed the grievance shall be paid. A safety emergency is defined as a situation that could cause immediate injury to customers or employees and one where there are no qualified employees available who could correct it. The above does not apply to Managers of the Meat, Bakery, Tire Center, Food Service, Deli operations, or Merchandise Area Managers.

(h) No Discrimination

The Employer and the Union will not discriminate against any person with regard to employment or Union membership because of their race, religion, color, sex, age, national origin, qualified handicap, veteran status or ancestry, or sexual orientation and hereby declare their acceptance and support of existing laws. This shall apply to hiring, placement, and training during employment, rates of pay or other forms of compensation, layoff or termination and application for admission to Union membership. The Parties agree that the Contract will be subject to all applicable federal, state and local laws and regulations.

(i) New Hire Orientation Meetings

The Warehouse Manager, or the Manager's designee, will use reasonable efforts to notify the Local Union of new hire orientation meetings. Union Representatives and/or a Shop Steward will be afforded time to speak briefly on behalf of the Union.

ARTICLE III – AUTHORIZATION FOR DEDUCTION

(a) Initiation and Monthly Dues

Employer agrees to deduct initiation fees and dues from the wages of employees in the bargaining unit who provide the Employer with a voluntary written authorization which shall be irrevocable for a period of one (1) year, or until the expiration date of this Agreement, or until the employee is no longer eligible for Union membership. Initiation fees will be deducted in a minimum of three (3) consecutive monthly payroll deductions. Each individual Teamsters Local shall decide the initiation fee. Dues structures for the lifetime of this Agreement shall be determined in accordance with the International Constitution.

(b) Monthly Deductions

Such deductions shall be made by the Employer from wages of employees for their first (1st) pay period in the calendar month for the coming month and will be transmitted to the Union no later than the twentieth (20th) of the month after such deductions are made, unless such deductions are unable to be made because of equipment breakdown or acts of God.

(c) Employee Authorization

No deductions will be made from the wages of any employee until the Employer has received a signed copy of the voluntary written authorization for such deductions.

(d) Union Indemnification

The Union hereby indemnifies and defends the Employer and holds it harmless against any and all suits, claims, demands and liabilities that may arise out of, or by reason of, any action that shall be taken by the Employer for the purpose of complying with the foregoing provisions of this Article, or in reliance on any list or certificate which shall have been furnished to the Employer under any of such provisions.

ARTICLE IV- DISCHARGE

(a) Right to Discharge

It is mutually agreed that the Employer reserves the right to discharge any employee for sufficient and proper cause. Sufficient and proper cause for discharging an employee shall include but is not limited to theft, dishonesty, gross insubordination, intoxication, possession of or working under the influence of illegal/dangerous drugs/substances and/or narcotics, above the minimum levels determined by D.O.T. standards, refusal or continued failure to observe posted or issued Company rules or procedures, or actions endangering the safety of others. It is agreed that all Company rules and procedures, the breach of which will be cause for disciplinary action, will be posted and sent to the Union simultaneously.

Employees past their probationary period who are discharged for offenses other than the above shall have had a prior verbal corrective consultation on record and a written corrective consultation, or two (2) written corrective consultations of a related or similar offense, with copies sent to the Union.

Additionally, employees with less than two (2) years of service may be discharged for having a total of four (4) corrective consultations in a six (6) month period, even if unrelated, excluding those for absenteeism.

Employees with two (2) or more years of service, but less than four (4) years of service, may be discharged for having a total of five (5) corrective consultations, in a six (6) month period, even if unrelated, excluding those for absenteeism.

Prior to terminating an individual who has been employed two (2) or more years, the circumstances must be reviewed with a Senior Vice President or above. Prior to terminating the employment of an individual who has been employed five (5) or more years, the circumstances must be reviewed with an Executive Vice President or above.

Said corrective consultation notices must provide a space on them for the employee to write in their views on the offense.

The employee shall be required to sign such notice, but such signing shall not constitute Agreement with the contents of the corrective consultation notice. The Employer reserves the right to issue unpaid disciplinary suspensions for up to ten (10) working days for violations that would normally result in termination, in extraordinary circumstances.

Employees who have received three (3) unpaid disciplinary suspensions in a twelve (12) month period may be discharged. This does not include investigatory suspensions.

Employee corrective consultations shall be effective for a period of time not to exceed six (6) months, and will be removed from their personnel files except for:

1. Records of disciplinary suspensions for any major offense which will remain in their file for a period of two (2) years. However, exclusion from job postings will only be for a period of six (6) months.
2. Active consultations for absenteeism. Attendance consultations shall be considered active when all noted instances are within twelve (12) months from the first noted instance unless that time is extended per provision 3 below.

3. The six (6) months, two (2) year, and the active twelve (12) month period for absenteeism consultations, and the calendar window used for the calculation of discipline shall be extended for any leaves of absence, except where prohibited by state or federal regulation or statute.

Excessive absenteeism is absence from work for any reason for four (4) unpaid occasions in any twelve (12) month period and will be subject to progressive discipline and/or discharge if there is no improvement. Vacations, approved leave of absences, holidays, scheduled or unscheduled paid sick/personal time, funeral leave and jury duty shall not be considered for purposes of calculating instances of absence.

The Company may take separate disciplinary action for patterns of absenteeism and abuse of the attendance program. Patterns of absenteeism is defined as instances of absenteeism in conjunction with scheduled time off, weekends, or any other regular recurring events of four (4) times within a six (6) month period, as described in Article XI (h).

Absences caused by Workers Compensation injuries and treatment, F.M.L.A., A.D.A. injuries and treatment where documented by a physician's note for each occasion, or S.D.I. that is used to extend F.M.L.A., or A.D.A., state law leaves, or other approved leaves and absences, or where otherwise provided by law will also not be considered. Costco will not retaliate against or discipline employees for appropriate use of paid leaves and/or sick/personal time.

An occasion will be any length of absence of more than fifty percent (50%) of the employees scheduled work shift. Employees who work more than fifty percent (50%) of their scheduled shift and then leave due to illness other than Workers Compensation shall only be charged with half ($\frac{1}{2}$) an occasion of absence.

The Employer shall have the option to give an Employee an immediate investigatory suspension for a maximum of three (3) of the employee's scheduled work days, not including the day the investigatory suspension is issued, (not to exceed seven (7) calendar days) following the employee's notification of the suspension for violation of a major offense which would normally

result in immediate termination as described in the Company Rules and Regulations, until the Employer has decided what final action is to be taken as a result of the violation.

If an employee is returned to work after an investigatory suspension, the employee shall be paid for the lost wages and all records of that event shall be removed from the employee's personnel file.

All employees shall be treated equally in respect to corrective consultations and there shall be no preferential treatment.

A copy of all employee corrective consultations, suspensions and terminations must be given to the employee at the time of issuance, and a copy must be mailed to the Union within seven (7) calendar days.

A corrective consultation must be given within three (3) scheduled working days, from the time any Manager acquires knowledge of the offense, not including the day of the offense, excluding Saturday and Sunday. Failure on behalf of the Employer to process and/or issue such consultation within the time limits as prescribed within shall void the consultation.

A corrective consultation shall have no force or effect after six (6) months from the date on which it was issued (except absenteeism or records of disciplinary suspensions for major offenses), and the remaining corrective consultations shall thereupon be reduced accordingly.

(b) Probationary Period

The Employer shall have the right to discharge without cause any employee during the first ninety (90) calendar days of employment if said employee is not satisfactory to the Employer. Such discharge shall not be subject to Settlement of Disputes, Article VI.

Should a probationary employee have a break in service for any reason excused by management for three (3) or more consecutive work days, the remainder of the probationary period will commence following the employees' return to work to their original hire position.

ARTICLE V – NO REDUCTION

The Employer agrees that no Union member employee who prior to the date of the signing of this Agreement was receiving more than the hourly pay rate designated in the Agreement for the class of work in which they were engaged, shall suffer a reduction in the hourly wage rate through the operation of or because of adoption of this Agreement.

Any employee receiving a higher rate of pay or conditions in excess of this Agreement will suffer no loss in monetary increases or conditions through the signing of this Agreement. The increases for such employees will be the same percentage increase as that received by the top bracket of employees of the same classification. This Article shall apply only to a new unit that may be covered by all provisions of this Agreement.

ARTICLE VI – SETTLEMENT OF DISPUTES

(a) Exclusive Remedy

The grievance procedure provided herein shall be the exclusive means, except as limited by law, for the disposition of all grievances; and there shall be no strike, lockout, picketing or cessation of work during the term of this Agreement, except that this limitation shall not be binding upon either party hereto if the other party refuses or fails to abide by an arbitration award which has become final, unless such award exceeds the limitations outlined in this Agreement.

(b) Definitions

The term "grievance" shall mean any dispute or difference between the Employer and the Union concerning the application or interpretation of any provision of this Agreement.

(c) Bench Decision

If the nature of the discipline is such that no question of contract interpretation is involved, the Arbitrator so selected may be instructed by mutual Agreement of the Parties to hear evidence without transcript or the filing of briefs and to issue their decision from the bench, with an opinion, if requested by either party, to be subsequently prepared. It is recognized that certain cases involving questions of contract interpretation may require a transcript, briefs, and the preparation

of written awards and opinion. Either party may choose this bench decision procedure, except that mutual Agreement of the Parties is required for this procedure to apply.

(d) Procedure

It is understood that the application of the grievance procedure does not permit the Union to impede or stop any employee from working or to interfere with any employee's work, without first having obtained the specific approval of the Supervisor or Manager who supervises the employee(s) involved. All grievances shall be handled in the following manner:

Step 1:

(a) All grievances, except for wage claims or discharge, shall be raised within fourteen (14) calendar days of their occurrence.

(b) Discharge grievances must be raised within seven (7) calendar days of receipt of notice by the Union or the employee, reduced to writing in the manner outlined herein, and submitted directly to Step 2.

(c) In the case of a grievance for an alleged discrepancy in wages, holiday pay, paid sick / personal leave or vacation pay, for hours actually worked, guaranteed or benefits accrued, after the discovery thereof, any monetary adjustment or award shall not be retroactive for more than ninety (90) calendar days from the date of the filing of the grievance in writing. The matter should first be taken up orally between the Supervisor and the aggrieved employee.

(d) If the grievance cannot be settled by the immediate Manager the employee shall then attempt to settle the problem with the Warehouse Manager utilizing the Union Steward, if desired. If the matter is still not settled, the employee should request the Union to assist them and proceed with the grievance procedure.

If the matter is not satisfactorily adjusted in Step 1, then it is to be reduced to writing, specifying the nature of the grievance, the provisions of the contract relied upon, the identity of the individuals involved, if any, and the relief requested.

Step 2:

(a) The written grievance shall then be submitted by the Union's Business Representative to Location Management within seven (7) calendar days after being raised in Step 1 for the purpose of resolving the dispute. If the written grievance is not settled between the Parties, the Location Manager shall notify the Union, in writing, of the Company's position not later than seven (7) calendar days after the Parties met to discuss said grievance.

(b) In the event the Parties are unable to resolve the grievance, then the matter may be reviewed by the Secretary-Treasurer of the Union or said designee and the Corporate Labor Relations Representative of the Employer or their designated Representatives within fifteen (15) calendar days after the receipt of the Employer answer.

(c) In the event that a satisfactory settlement is not reached within thirty-one (31) calendar days after being raised in Step 2: (a), either party may request, in writing, that the grievance be referred to a Grievance Panel comprised of two (2) persons designated by the Employer and two (2) persons designated by the Union, none of whom shall be directly involved in the grievance and a neutral Arbitrator who shall hear the grievance and render a decision in accordance with the Costco/Teamsters Board of Adjustment Rules and Procedures. In the event that the two by two (2 X 2) panel cannot come to a majority decision, the Arbitrator shall cast a vote to break the deadlock.

Step 3: Board of Adjustment:

(a) There shall be no grievances presented to the Board of Adjustment (hereinafter the Board) until all steps of the grievance procedure have been utilized. All such grievances shall be considered settled and not subject to the Board unless either party (the Union or the Company) first serves written notice of intention to move the issue to the Board upon the other party during the first ten (10) calendar days after the decision in Step 2 (b) of the grievance procedure.

Each of the Parties shall, within ten (10) calendar days after the execution Agreement appoint its regular Representative and sufficient alternates and immediately notify the other party in writing of the name of each Representative appointed.

(b) Selection of the Chairperson

The Board of Adjustment Chairperson shall be selected by the regular members designated in accordance with the above. Each side, Union members and Company members, shall nominate five (5) candidates for Chairperson of the Adjustment Board. From the list of ten (10) candidates, the Union and the Company members of the Joint Adjustment Board shall select a total of five (5) nominees by alternately striking names until five (5) names remain. The side striking first shall be determined by lot. In the event a particular name appears on both lists, however, that name shall automatically be included in the permanent list of five (5) names and only four (4) additional names would be selected by striking, etc.

From the list of five (5) permanent nominees a single name shall be selected in the same manner as described above and he shall be considered as the Chairperson the next contract year to hear all matters to come before the Board. Such Arbitrator shall continue to serve in such position unless either party designates in writing to the other by the end of November of a contract year of intent to remove said impartial Arbitrator. After such request, another name shall be selected from the remaining list of four (4) names in the manner described above, and so on by the end of each contract year.

The Board of Adjustment shall convene six (6) times each year, with four (4) of the Board of Adjustments being scheduled in conjunction with Quarterly Meetings. The Board shall have the authority to issue decisions immediately upon hearing all evidence presented. If for any reason the Board requires additional time to deliberate on the matters presented, the Board may, by majority vote, grant an extension of time in issuing a decision for whatever period deemed appropriate by the Board members. After presentation of issues, a simple majority vote is required to dispose of items on the agenda.

All grievances arising out of the interpretation or application of any of the terms or conditions of this Agreement, which have not been resolved in accordance with Article VI, Settlement of Disputes, shall be submitted for determination and shall be determined by the Board of Adjustment Procedure. Neither the Board nor the Chairperson, in determining any grievance or dispute shall have the power to add to, subtract from, modify, alter or change any of the terms of this Agreement or any other terms made supplemental hereto, or to arbitrate any matter not specifically provided for in this Agreement or arbitrate any new provision into this Agreement. The Board's authority is to interpret and apply provisions of the Agreement. The Board shall be bound entirely by the records presented to it in the form of evidence and argument.

Except as provided in this Agreement, in no event shall the Company be penalized or in any way liable for monetary damages prior to ninety (90) calendar days preceding the submission of the grievance to management, but in no event prior to the event giving rise to the grievance.

It is understood and agreed that the procedures outlined in the Grievance and Arbitration Article of this Agreement shall be the exclusive remedy for any alleged violation of this Agreement.

Each decision of the Board or the Chairperson shall be made in writing with a copy of each decision sent to the Union and the Company. The determinations of the Board are final and binding upon all the Parties. There shall be no appeal of a decision rendered by this forum by either party.

The procedural rules are set forth in the Costco/Teamster Board of Adjustment Procedure and may be reviewed and revised by the mutual written Agreement between the Parties.

The Board shall have the authority to order or deny reinstatement of an employee with or without back pay in whole or in part. In the event there is an award of any back pay, any earnings by the employee and any Unemployment Compensation Insurance collected by the employee during their period of unemployment shall be offset and deducted from this award. The Union agrees to cooperate in determining the earnings of the employee while unemployed.

The grievant(s) shall be made whole within thirty (30) calendar days from the date of settlement or Board of Adjustment decision, unless otherwise mutually agreed.

Step 4: Arbitration

(a) It is agreed by the Parties that not all instances can be resolved by the Board of Adjustment Procedure. In these issues, it is agreed that by mutual written Agreement the Parties may proceed directly to arbitration.

Within five (5) calendar days after receipt of the written demand for arbitration, referred to in Step 2, the Parties shall select an impartial Arbitrator; and if they are unable to agree upon their selection, the Union shall forthwith request the Federal Mediation and Conciliation Service (FMCS) to submit a list of nine (9) disinterested persons within the geographical region qualified and willing to act as impartial Arbitrators and simultaneously mail a copy of such request to the Employer. From this list, within two (2) calendar days after receipt thereof, excluding weekends and holidays, the Employer and the Union shall each alternately strike one (1) name until six (6) names have been eliminated: and the person whose name remains shall be selected impartial Arbitrator. The Parties shall draw lots to determine who shall make the first deletion from the list.

(b) The Parties may continue to meet as often as required prior to going to arbitration in an effort to resolve the grievance.

(c) **Award**

The Arbitrator shall hear the submitted grievance as expeditiously as possible and shall render an award within thirty (30) calendar days after conclusion of the last hearing.

(d) **Final and Binding**

The award shall be final and binding upon all Parties per sub-section (a) of this Article.

(e) **Limitations on Arbitrator**

The Arbitrator shall have no power to:

1. Alter, change, modify, or add to or subtract from this Agreement or any provisions thereof;
2. Determine any dispute arising out of the interpretation or application of Section (a) of this Article;
3. Determine any provisions to be incorporated in a new Agreement or an extension or renewal of this Agreement;
4. Impose on either party hereto a limitation or obligation not set forth in an express provision of this Agreement.
5. The Arbitrator shall have the authority to order or deny reinstatement of an employee with or without back pay in whole or in part. In the event there is an award of any back pay, any earnings by the employee and any Unemployment Compensation Insurance collected by the employee during their period of unemployment shall be offset and deducted from this award. The Union agrees to cooperate in determining the earnings of the employee while unemployed.

(f) Expenses

The expenses of the Arbitrator and reporter or the cost of the FMCS Arbitrator list shall be borne equally by the Employer and the Union. Any other expenses shall be paid for by the party incurring them.

(g) Time Limits

A grievance which is not brought forward within the time limit provided within each of the sections herein shall be deemed waived. All time limits provided in this Article may be extended by mutual Agreement of the Parties.

(h) Monetary Awards

Any pay awarded from Grievances other than Board of Adjustment or Arbitration decisions will be paid no later than the following pay period. Monetary awards issued from a Board of Adjustment or Arbitration shall be paid to the Awardee(s) within thirty (30) days of the issuance of such Board or Arbitration decision.

ARTICLE VII – UNION REPRESENTATIVES/SHOP STEWARDS

(a) Visits

It is the general policy of the Union to have its Representatives refrain from visiting the warehouses or offices during their busiest hours or days, such as days before holidays, weekends, or closing days. However, this policy may be waived in case of emergency.

Upon receipt of reported violations, the Union Representative shall have the right of visiting such warehouse or office for the purpose of investigating such violations, provided that such visits shall be so conducted and at such time as not to interfere with the conduct of business at such warehouse or office. It is further agreed that Union Representatives and the employees shall not engage in Union activities during working hours.

Upon arrival at the location, the Business Agent will notify the Warehouse Manager, or their designee, of their presence.

(b) Union Stewards

The Employer agrees that the Union may appoint four (4) Stewards for each location. It is understood and agreed that such Steward has full-time productive work to perform and that they will not leave their work during working hours except when necessary to perform their duties, and with prior permission of a Supervisor which shall not be arbitrarily denied.

If requested by the employee, a Shop Steward shall be present at all disciplinary meetings provided a Shop Steward is available. Stewards shall be present in accordance with the Weingarten process.

Stewards shall be allowed to attend a Stewards' meeting during working hours once a month.

With advance notice, Union Stewards will be allowed two (2) days off per year for the purpose of Steward training, with prior manager approval which will not be arbitrarily denied.

In the event that a steward is on a leave of absence or otherwise away from work for an extended period of time, the Union may appoint a temporary steward and will provide notice to management.

ARTICLE VIII – STRIKES, LOCKOUTS & PICKETING

The Company and the Union recognize the right of an employee to not cross a lawful primary picket line which has been established by a Local Union of the Teamsters Union which has been recognized by the Company as having geographical jurisdiction over the location being picketed, provided the picketing has been sanctioned by the Teamsters Joint Council in the area and, provided further, that at least five (5) days' notice of such sanction must be given to the Company's Vice-President of Operations. The Company agrees that during the life of this Agreement it will not lockout the employees.

Except as provided above, it is agreed that for the duration of this Agreement, there shall be no strike, slowdown, stoppage of work, boycotting or picketing by the employees or by the Union. The terms "strike, slowdown, stoppage of work, boycotting or picketing" shall include any such actions relating to so-called sympathy strikes, sympathy slowdowns, sympathy stoppages of work, sympathy boycotting, or sympathy picketing.

ARTICLE IX – HOLIDAYS

(a) Paid Holidays

1. The following days shall be considered contract holidays, and such holidays not worked shall be considered as time worked for the purpose of computing overtime.

NEW YEAR'S DAY	MEMORIAL DAY	FOURTH OF JULY
LABOR DAY	CHRISTMAS DAY	THANKSGIVING DAY

Employees who desire to celebrate Martin Luther King's birthday and/or Juneteenth may request to use a scheduled paid sick/personal leave at least two (2) weeks prior to the holiday. The Company shall extend every effort to accommodate the request.

2. Annual Floating Holiday

Employees will be eligible for an annual paid floating holiday after one year of employment which can be used for a cultural or religious holiday or day of observance, or other day that is meaningful to the employee.

On the employee's anniversary, if they have been paid for 2,000 hours or more the prior anniversary year, then they will be eligible for 8 hours of personal floating holiday time. If they were paid for less than 2,000 hours, then their available personal floating holiday time is prorated accordingly.

Full-time hourly employees will receive an accelerated accrual for all hours worked on Sunday.

Once available, an employee may take their personal floating holiday any time during the anniversary year that is agreeable to the employee and their manager. This personal floating holiday must be used during the anniversary year it becomes available and will not be carried over to the next anniversary year. Hourly non-exempt employees will be paid out for their available and unused personal floating holiday at their anniversary and upon termination of employment.

(b) Holiday Work Week

A regular holiday workweek shall consist of the holiday itself and four (4) other eight (8) hour days. A full-time employee not working on a holiday shall receive eight (8) hours pay for the holiday, in addition to the pay specified in this Agreement for the other four (4) days referred to above. All time worked on non-holiday days exceeding thirty-two (32) hours shall be paid for at the rate of time and one-half (1 ½) the employee's regular rate of pay.

Whenever a holiday falls outside an employee's regular work week, the employee will have the option of eight (8) hours additional pay at their regular rate or an optional floating holiday within their work week, the prior week or the following week on a day that is mutually agreed between the employee and their supervisor. New Year's Day, Fourth of July and Christmas Day will be celebrated on January 1st, July 4th and December 25th, respectively.

(c) Part-time Employees

Part-time employees, who have completed their probationary period, shall be entitled to holiday pay in accordance with this Article. Holiday pay for such part-time employees shall be based upon a formula of twenty percent (20%) of the average number straight time hours in each week regularly worked by such employees during the four (4) weeks preceding the holiday week.

(d) Holiday Eligibility

It is understood that to be eligible for any of the above holidays, the employee must have been available for work the regular scheduled work day preceding the holiday, and the regular scheduled work day following the holiday, unless the employee obtains permission from the Employer, which will not necessitate their working the preceding or following scheduled work day, or if the employee was absent due to illness or injury as certified by a doctor, including intermittent FMLA, specific to that day. The Employer may, at their option, elect not to require such proof.

(e) Holiday Pay

When any work is performed by any employee on any of the holidays as provided for in this Agreement, such time shall be paid at the rate of time-and-one-half (1½) the employee's regular straight-time rate of pay, in addition to the non-worked pay allowance provided for in this Article; or the employee at their option may elect to work the holiday at the time-and-one-half (1½) pay rate and take an extra day off in the following two (2) weeks. If a holiday recognized in the Agreement falls on a Sunday, the pay scale shall be one point five (1.5) for all hours worked.

(f) Probationary and Seasonal Employees

Probationary and Seasonal employees shall not be eligible for Holiday pay but shall be paid Holiday premium for hours worked on a Holiday.

(g) Holiday Closings

When the Employer closes its business to the public on any holiday, the employees affected may be scheduled hours of work on another day so as not to suffer a reduction in pay.

(h) Other Closings and Inclement Weather

In the event of adverse weather, mechanical/power failures or other Acts of God, the following shall apply:

- 1) Employees who have lost hours due to the above-mentioned conditions will be allowed to use Vacation, Sick/Personal Leave, and/or work additional hours where possible in that pay period to make up for lost hours.
- 2) Full-time employees who have begun their shift shall be guaranteed eight (8) hours work, or pay in lieu thereof;
- 3) Part-time employees who have begun their shift shall be guaranteed a minimum of four (4) hours work, or actual hours worked whichever is greater.

ARTICLE X – VACATIONS

Upon completion of one (1) year of employment with the Company, employees shall be eligible for paid vacations under the conditions set forth in this Article. No employee is entitled to any pro-rata vacation until completion of one (1) year of service.

(a) Paid Vacation

Full-time and part-time employees continuously employed who accumulated hours of two thousand (2,000) or more since their previous anniversary date will receive annual vacation as follows:

Continuously Employed	Vacation	Hours of Vacation
1 Year	1 Week	40 Hours
2 Years but less than 5	2 Weeks	80 Hours
5 Years but less than 10	3 Weeks	120 Hours
10 Years but less than 15	4 Weeks	160 Hours
15 Years and above	5 Weeks	200 Hours

Full-time and part-time employees who have accumulated less than two thousand (2,000) hours since their previous anniversary date shall have vacation hours prorated accordingly. The calculation period shall be based on the twenty-six (26) pay periods immediately preceding the employee's anniversary date.

If vacations are pro-rated due to time lost, the employee can take no less than twenty-five (25) hours per week for full-time employees, and no less than twenty (20) hours per week for part-time employees.

Hours lost due to on-the-job injuries, up to a maximum of six (6) months shall be considered as hours worked when computing pro-rata vacation. The six (6) month allowance cannot be used more than once in any two (2) year window period.

(b) Vacation Accrual

Vacation is to be taken during the twelve (12) months following the anniversary on which the vacation was earned. No pay in lieu of vacation will be allowed. In an effort to ensure that employees are given their earned vacation time off, management may schedule vacation for employees with unused vacation time in excess of forty (40) hours if a time-off request has not been received within ninety (90) calendar days of an employee's next anniversary, unless a planned roll over amount is mutually agreed upon in advance. Unscheduled vacation time may be rolled over to the following anniversary year.

(c) Scheduling of Vacations

Employees will bid for vacation time by writing in their bid on a vacation schedule posted each year by the Employer in the months of December and January. Bids must be made through January and will be awarded by seniority. Bids made during this time must be made in one (1) week intervals. Employees may take all of their vacation at one (1) time or weekly. Any changes thereafter will only be by mutual Agreement of the employees involved and the Employer. An approved Department vacation schedule shall be posted by March 1st, of each year.

It is recognized that the Employer has no obligation to grant a vacation for the period from the week of Thanksgiving through December 24th. During the other times of the year, no more than ten percent (10%) of the employees in a department and classification will be allowed to take vacations at any one time, with a minimum of one (1) per department.

Employees shall be allowed to take up to forty (40) hours of vacation in one (1) hour increments by mutual Agreement between Management and the employee.

Vacation requests of less than forty (40) hours or full weeks (forty (40) hours) not elected during the posting period may be scheduled on a form provided by the Company. An employee must request the vacation time a minimum of three (3) weeks in advance, but not more than eight (8) weeks in advance, in writing, on a form provided by the Company. The Company agrees to honor all such requests unless they are denied within five (5) scheduled working days of the request. The five (5) day period commences when the designated person or manager acknowledges receipt of request by signature and date.

(d) Vacation Pro-ration Upon Termination

Any employee who quits or is laid off before one (1) year of continuous employment shall receive no vacation pay.

Any employee whose employment is terminated between their first (1st) and second (2nd) anniversaries shall receive vacation pay on the basis of one (1) week pro-rated pay according to the ratio of straight-time hours worked since their most recent anniversary to 2,080 hours.

Any employee whose employment is terminated between their second (2nd) and fourth (4th) anniversaries shall receive vacation pay on the basis of two (2) weeks pro-rated pay according to the ratio of straight-time hours worked since their most recent anniversary to 2,080 hours.

Any employee whose employment is terminated between their fourth (4th) and ninth (9th) anniversaries shall receive vacation pay on the basis of three (3) weeks pro-rated pay according to the ratio of straight-time hours worked since their most recent anniversary to 2,080 hours.

Any employee whose employment is terminated between their ninth (9th) and fourteenth (14th) anniversaries shall receive vacation pay on the basis of four (4) weeks pro-rated pay according to the ratio of straight-time hours worked since their most recent anniversary to 2,080 hours.

Any employee whose employment is terminated after their fourteenth (14th) anniversary shall receive vacation pay on the basis of five (5) weeks pro-rated pay according to the ratio of straight-time hours worked since their most recent anniversary to 2,080 hours.

(e) Vacation Sharing

Vacation sharing shall be permitted pursuant to the Company Vacation Sharing Policy.

ARTICLE XI – SICK/PERSONAL TIME

(a) Paid Sick/Personal Time

After ninety (90) days of continuous employment, an employee shall be granted twenty-four (24) hours of paid sick/personal time to be taken in the first year of employment. After one (1) year of continuous employment, employees shall be granted an additional sixty-four (64) hours of paid sick/personal time. Thereafter, on each successive anniversary, employees will be granted eighty-eight (88) hours of paid sick/personal time to be taken during the year. Paid sick/personal time is available for use and will be applied for any sick time absences. Paid sick/personal leave may be used for personal time away from work. Paid sick/personal time may be used for personal or family illness, injury, or preventative health care; reasons related to domestic violence, sexual assault, harassment, or stalking; school or childcare closures by a public official; workplace closures; time lost due to a workers compensation injury; and any other reasons authorized by law.

Scheduled paid sick/personal time may be taken for any non-sick reasons at any time that is mutually agreeable between the employee and their Manager. Said time may be scheduled so as to afford the employee a long weekend or a longer vacation.

Employees must request scheduled paid sick/personal time two (2) weeks, but not more than six (6) weeks in advance, in writing on a form provided by the Company. The Employer agrees to honor all such requests unless they are denied within three (3) scheduled working days of the request. The three (3) day period commences when the designated person or manager acknowledges receipt of request by signature and date. It is understood that an employee can only take up to eight (8) hours in any one day.

Falsification of unscheduled paid sick/personal time claims or proven abuse of unscheduled paid sick/personal time privileges may be cause for discharge or disciplinary action.

A doctor's certificate of illness may be required from any employee who is absent from work because of illness, in the case of excessive absenteeism.

Any employee who becomes sick and is unable to report for work shall notify their Manager or designee one (1) hour before the start of the work shift (except for the first (1st) shift of the day, which should be notified at that time by phone or a verified recording device on a direct line at the start of the shift, or as soon as reasonably possible).

When possible, employees should make reasonable efforts to schedule planned paid sick/personal time for sick time (example: doctor appointments) in advance so as not to unduly disrupt operations.

Absences Not Covered by Paid Sick/Personal Time

Employees who fail to report to work on a scheduled work day or leave work early for reasons listed in (a), and do not have sufficient paid sick/personal time available to cover their shift, will result in the absence being counted as an instance of absence or half-absence.

Consecutive unpaid absences are considered one continuous instance unless broken by any period of work. Unscheduled absences will count as an instance of absence even if using vacation time.

If an employee or a family member becomes ill while they are at work and the employee needs to leave early, they must notify their supervisor or manager before leaving.

Calculating Use of Sick/Personal Time

Employees working in two (2) classifications in a calendar week will be paid a blended (weighted average) rate for paid sick/personal time taken during that same week.

Employees will be paid sick/personal time when calling out for their shift or when leaving work early.

If the reason for the absence is for FMLA or other protected leave the employee may choose instead to use vacation or elect no pay for that time. FMLA, State Law leaves, or other approved leaves and absences will not count as instances of absence except where otherwise provided by law.

(b) Sick/Personal Time Eligibility and Amount

Subject to Paragraph (c) below, full pay shall mean pay at the employee's regular rate of pay, for those shifts which the employee would have worked had the absence not occurred, calculated at the regular rate of pay.

Absence from work up to thirty (30) calendar days (one hundred-eighty (180) days for Workers Compensation) within the employee's anniversary year, due to sickness, injury, temporary layoff, or leave of absence, shall be considered as time worked for the purpose of determining eligibility for the full eighty-eight (88) hours of sick/personal time each anniversary year.

In the event that an employee is absent in excess of thirty (30) days (one hundred-eighty (180) days for Workers Compensation) as set forth above, whatever sick/personal time the employee is entitled to shall be prorated according to the straight-time hours actually paid, except

that employees will always receive a minimum grant of at least twenty-four (24) hours of paid sick/personal time on their anniversary date.

(c) Sick/Personal Time Integration

Sick/personal leave time shall be integrated with State Disability and Paid Family Leave benefits and Workers Compensation temporary disability benefits so that the sum of the daily sick/personal time allowance hereunder and the aforesaid State Disability or Paid Family Leave daily benefits, exclusive of the daily hospital benefits which may be payable to an employee, shall not exceed one hundred percent (100%) of the employee's regular daily wage at straight time. If the sick/personal time pay allowance to an employee hereunder when so combined with any such State Disability or Paid Family Leave daily benefits received by the employee exceeds one hundred percent (100%) of their regular daily rate at straight time, for any one (1) day, then such sick/personal time pay for that day shall be reduced accordingly. Any portion of the sick / personal time pay allowance not received by the employee by reason of such reduction shall be retained in the employee's sick/personal time bank as a part of their accumulated sick/personal time.

In order to effectuate the foregoing integration with the State Disability and Paid Family Leave all sick/personal time will be broken down from days of sick/personal time as earned to hours, and such sick/personal hours will be used and retained as hours of sick/personal time.

(d) Sick/Personal Time Payoff

Sick/personal time allocated on the employee's anniversary date, and not used during the following anniversary year will be paid off on the next anniversary date.

(e) Industrial Injury

When an employee is injured on the job and is sent home by the Employer or the Doctor, the employee shall be paid for the balance of that day; but this will not be deducted from sick/personal time. There shall be no delay for sick/personal time benefits.

(f) Sick/Personal Time for Part-Time Employees

Part-time employees shall receive prorated sick/personal time based upon hours paid to 2,080. Sick/personal time between the ninety-first (91st) day of employment and the employee's first anniversary, per section (a) of this Article, shall be prorated based on the total hours paid during this period.

After the employee's first anniversary, sick/personal time shall be calculated based on the twenty-six (26) pay periods ending after the employee's anniversary date. Employees will always receive a minimum grant of at least 24 hours of paid sick/personal time on their anniversary date.

(g) Sick/Personal Time Pay Upon Termination

Any employee with two (2) years or more of service who leaves the employ of the Employer shall be entitled to a pay-off of accumulated and unused sick/personal time and pro-rata portion of sick/personal time since their latest anniversary date based upon hours paid.

There shall be no payout of accumulated and unused sick/personal time or pro rata portion of sick/personal time for employees who leave the Employer who have less than two (2) years of service.

(h) Responsible Use of Paid Sick/Personal Time

Employees are expected to use their paid sick/personal time responsibly. Abuse of unscheduled paid sick/personal time may subject employees to discipline but is not intended to infringe on an employee's rights to properly use paid sick/personal time. The intent of this language is to allow for case-specific determinations of whether any abuse of paid sick/personal time has occurred. The Employer strictly prohibits retaliation against employees for using paid sick/personal time for the reasons described in (a).

The Company may take separate disciplinary action for patterns of absenteeism and abuse of the attendance program. Patterns of absenteeism are defined as instances of absenteeism in

conjunction with scheduled time off, weekends, or any other regular recurring events of four (4) times within a six (6) month period.

Each situation will be reviewed on an individual basis, with an opportunity for the employee to provide an explanation. Management will consider special circumstances, such as non-consecutive days off, that would make a pattern not subject to discipline.

The employee may be asked to substantiate that their use of unscheduled paid sick/personal time was for a permitted reason. If it is determined on review that there has been an abuse of paid sick/personal time, then discipline may occur.

The Company will not discipline use of paid sick/personal time for permitted reasons outlined in (a), or for reasons otherwise permitted by law. Costco will not retaliate against or discipline employees for appropriate use of paid sick/personal time.

ATTENDANCE

When an employee is absent from work for four (4) or more **unpaid** occasions in a twelve (12) month period, the employee will be subject to the following progressive discipline:

Progressive Discipline Steps	Action Taken
1 st unpaid instance	No Discipline
2 nd unpaid instance	No Discipline
3 rd unpaid instance	No Discipline
4 th unpaid instance	Verbal

5 th unpaid instance	Written 1
6 th unpaid instance	Written 2-with suspension
7 th Unpaid instance	Written 3-with suspension pending termination

ARTICLE XII – BEREAVEMENT LEAVE

Leave for all employees shall be provided for the purpose of arranging for and/or attending the funeral, as well as grieving the loss, of a member of the employee's immediate family and/or extended family. Pay for such leave shall be at the straight-time rate for the hours scheduled for each work day lost because of such absence, to a maximum of five (5) days. Verification of time required for such paid leave shall be supplied to the Employer by the employee, if requested.

Bereavement leave for immediate family shall be at the straight-time rate for the hours scheduled for each work day lost because of such absence, to a maximum of five (5) days. Immediate family shall be defined as the employee's spouse, mother, child, father, brother, sister, step-brother, step-sister, step-child, current step-parent, pregnancy loss, and benefit eligible domestic partners.

Bereavement leave for extended family shall be at the straight-time rate for the hours scheduled for each work day lost because of such absence, to a maximum of three (3) days. Father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparent, daughter-in-law, son-in-law, grandchild, grandparents of your spouse.

Verification of time required for paid leave shall be supplied to the Employer by the employee, if requested.

Employees will be provided the same paid time off for their domestic partner's family.

In addition to the above, an employee will be allowed extended time off (without pay) in extenuating circumstances or involving relationships other than defined above.

ARTICLE XIII – JURY DUTY

(a) Jury Pay Integration

Each day that any employee covered by this Agreement and who is past their probation period is required to serve on any jury, and when such service deprives an employee of pay that the employee otherwise would have earned, the Employer agrees to pay such employee for those days, the difference between any remunerations received for such jury duty and the amount that they would normally be paid for that day at regular straight-time rate. Mileage pay received is not included in such remunerations.

Employees are encouraged to use the phone-in system where available, to minimize time away from work.

This Article shall not apply to Seasonal employees.

(b) Return to Work Requirement

If any employee is excused from jury duty service on a scheduled work day, the employee shall immediately upon release report for work to complete the remaining hours of their scheduled work shift, unless there are less than two (2) hours of time left in their scheduled hours or if the hours spent on jury duty are equal to or more than the hours scheduled to work that day.

(c) Certification and Falsification

The employee shall be required to have a jury duty form completed by an Officer of the Court, indicating the amount of jury duty pay received, if any, and the time released from jury service. Falsification of jury duty claims shall be cause for disciplinary action including termination. A copy of this form will be given to the employee's Supervisor.

(d) Change of Schedule

Eligible employees with a morning starting time prior to 8:00 a.m., when selected to serve on jury duty and are actually reporting to jury duty, shall have their schedules changed to concur with the reporting time for jury duty.

- **Example:** *an employee required to report, in person, for jury duty at 8:00 a.m. shall be scheduled to commence their workday at 8:00 a.m. Such employee, however, shall actually report for jury service at 8:00 a.m. All other provisions of this Article shall apply.*

An employee who is normally scheduled to work both Saturday and Sunday and who is impaneled in a jury trial, and who requests, will be scheduled at least one (1) weekend day off. In the case where an employee is scheduled both Saturday and Sunday, with jury duty required on a scheduled day off, the Company will modify their schedule to allow them one weekend day off and convert the jury duty day off to a scheduled work day so that the employee may qualify for jury duty pay for that day. It is the intent of this Article that employees who are scheduled to work at any time on the day of jury duty, shall not be required to work if their time of jury duty is equal to, or greater than, the hours that they are scheduled for on that day.

ARTICLE XIV – SEVERANCE PAY

(a) Employer Notice in Event of Layoff

When a regular employee has been in the employ of the Employer continuously for one (1) year or more, such employee upon layoff shall receive either one (1) week notice of discontinuance of employment or one (1) week's pay in lieu thereof. An employee with (2) years or more of service shall receive two (2) weeks' notice or two (2) weeks' pay. An employee five (5) years or more of service shall receive three (3) weeks' notice or three (3) weeks' pay. An employee with ten (10) years or more of service shall receive four (4) weeks' notice or four (4) weeks' pay.

(b) Warehouse Closure

In the event a warehouse is closed, and employees cannot be placed in another warehouse within a fifty (50) mile radius of their home warehouse, such employees shall be compensated as follows:

An employee with less than five (5) years of service shall receive one (1) week's pay for each complete year of service. An employee with five (5) years or more of service shall receive two (2) weeks' pay for each complete year of service. The aforementioned total compensation shall be concurrent with any obligations under the W.A.R.N. Act.

ARTICLE XV – UNION BUTTONS

Union members shall have the right to wear their official Union buttons. No buttons, clothing, or accessories of a political or controversial nature are authorized.

ARTICLE XVI – CONTRIBUTIONS

The Employer shall not conduct or handle any campaign or drive for charitable purposes among its employees except where the cooperation and contribution of the employees are voluntary.

ARTICLE XVII – BOND

Whenever the Employer requires the bonding of any employee or the carrying of any insurance for the indemnification of the Employer, the premium shall be paid for by the Employer.

ARTICLE XVIII - CLASSIFICATIONS & WAGES

Classifications and wages shall be those set out in Appendix "A"

(a) Lead Wage Premium

The Employer may at its discretion create or eliminate Lead person positions and fill such positions or remove employees from those positions. The Employer will notify employees of potential Lead openings; including a job description and qualifications. Letters of interest will be solicited for the position. The positions are exempt from posting for bidding purposes. Any employee designated as a Lead person shall receive one dollar and fifty cents (\$1.50) per hour above the top Clerk rate and continue to accumulate goal hours if applicable, except for new warehouses. Except during their first (1st) year of operation, Lead positions filled by new employees must be authorized by Central Operations. Voluntary or Involuntary Demoted Leads

shall return to the pay scale and step they were on prior to their promotion plus accumulated goal hours while in the Lead position.

If an employee is awarded a Lead position in his/her home department and is subsequently reduced from the Lead position, such employee may remain in that department.

If an employee either bids into the department or was placed in the department in the case of an opening of a new warehouse or was hired into the department in a non-Lead capacity, then that department is their home department.

A person assigned to a Lead position shall maintain the right to return to the employees' previous position provided that such request to return is made to the Company prior to the expiration of ninety (90) calendar days from the date said employee assumes such Lead position.

Any reduction in the department as a result of the employee's removal from Lead shall be based on seniority among the employees within the department including the reduced Lead.

If an employee is awarded a Lead position in other than his/her home department and is subsequently reduced, the employee is reassigned to the Front End and merged in based on their seniority.

Except in extreme cases, Management will notify employees seven (7) days prior to removing them from Lead positions.

Leads who are reduced from the position either voluntarily or involuntarily may immediately be eligible to sign postings in accordance with Article XXXII Section 2 (e).

(b) New Classifications

The Company shall notify all Local Unions of its intention to create a new job which is not now covered under this Agreement or to revise an existing classification or department. Such notice shall be given to the Union in advance of the implementation of such new job or revision of an existing classification or department provided operational requirements permit. The Employer shall, upon the request of the Union, negotiate a wage applicable to such employee(s). Failure

on the part of the Parties to reach an Agreement will result in the matter being submitted to the following arbitration procedures:

The Parties agree to meet to establish a wage rate for the new classification. In the event the Parties cannot agree within sixty (60) days, the matter shall be referred to an impartial Arbitrator.

The Arbitrator shall determine if a new classification is appropriate and shall retain jurisdiction until such time as the Parties resolve the wage question.

ARTICLE XIX – REPORTING TO WORK

It is agreed that employees are responsible for reporting to work at their scheduled time. An employee who is unable to report to work must call their Manager or, if the Manager is unavailable, another Manager, at least one (1) hour prior to the start of the shift, or at the start of the shift if this is the first (1st) shift of the day, or unless prevented from doing so by reasons beyond control of the employee. The Company will keep a telephone log on sickness calls.

For first (1st) shift employees, a time verified recording device on a direct line will be made available so that those employees are able to comply.

Employees must present a neat, clean appearance when reporting to work and wear appropriate clothing for their job responsibilities. All warehouse employees must wear closed-toe, low heeled shoes for safety reasons. Employees reporting to work without proper attire may be sent home to comply.

Failure to notify the Warehouse Manager of an inability to report to work for three (3) consecutive days shall be considered job abandonment. The employee shall be so notified by mail.

The Company has the right to establish a dress code consistent with its operation. The Company agrees to notify, meet and discuss any changes to the dress code with the Union prior to the implementation of the changes.

**ARTICLE XX - WORKING HOURS, OVERTIME & WORKING IN A HIGHER
CLASSIFICATION**

(a) Basic Work Week

The basic workweek for full-time employees shall be forty (40) hours for any five (5) consecutive workdays not including Sunday or thirty-eight (38) hours for any five (5) consecutive work days including Sunday.

For employees hired before February 1, 2004, the basic workweek shall be forty (40) hours for any five (5) consecutive workdays, not including Sundays, or thirty-eight (38) hours for any five (5) consecutive days including Sunday.

For employees hired on or after February 1, 2004, there shall not necessarily be a requirement to schedule consecutive days off.

For employees hired prior to February 1, 2004, and who, through no fault of their own, are forced out of a job which has consecutive days off, shall be scheduled with consecutive days off in their new job function. Nothing herein shall prevent an employee from signing a bid for a job that does not contain consecutive days off.

However, once said employee opts out of a consecutive day off schedule, he/she shall not have a right to consecutive days off unless they obtain a future schedule that has consecutive days off. The employer agrees to attempt to schedule as many full-time positions as possible with consecutive days off, including future postings for full time jobs.

The Parties mutually agree to consider four (4) ten (10) hour days for full-time employees during the life of this Agreement.

It is understood and agreed that the Employer shall not replace a filled full-time position with a part-time position except as defined in Article XXI (b) (3). The company reserves the right to evaluate the need for full-time or part-time replacements when a position is vacated. It is the Employer's intent to maintain a fifty percent (50%) full-time to part-time ratio of employees excluding seasonal periods and those employees working twenty-five (25) or less hour per week.

As openings occur, full-time employees and the top 20% of part-time employees will be given their choice of workweek by seniority in accordance with Article XXXII 2 (d).

(b) Guaranteed Minimum Work Week – West (Replaces only the first paragraph below):

All regular full-time employees shall be guaranteed a minimum week's work of forty (40) hours (exclusive of lunch periods) except that employees who normally work Sunday as part of their regular work week will be guaranteed a minimum week's work of thirty-two (32) hours plus a minimum of six (6) hours guaranteed on Sunday or actual hours worked, whichever is greater. Employees volunteering to leave work early will be paid only for actual hours worked on that day.

Guaranteed Minimum Work Week – East (Replaces only the first paragraph above):

All regular full-time employees shall be guaranteed a minimum week's work of Forty (40) hours (exclusive of lunch periods). Employees who normally work Sunday as part of their regular work week, through mutual agreement, may work fewer hours on Sunday and be paid for actual hours worked. Employees volunteering to leave early will be paid only for the actual hours worked on that day.

All regular part-time employees shall be guaranteed a minimum work week of twenty-five (25) hours in any five (5) days. Whenever possible, it shall be five (5) consecutive days. It is agreed that by mutual written Agreement between the Company, Employee and Union, a Part Time employee may be scheduled for twenty-four (24) hours with either three (3) eight (8) hour or four (4) six (6) hour shifts within a work week.

It is understood that there can be a maximum of twenty (20) individuals, exclusive of College Retention employees, at each warehouse who are excluded from the twenty-five (25) hour guarantee. However, they are guaranteed the equivalent of eight (8) hours pay but shall not be required to work more than twenty-five (25) hours of work per week. Notification of the identity of such individuals will be given to the Union. Part time positions, not contractually required to be posted, shall be offered to limited part-time employees by seniority, prior to hiring from the outside.

When a department undergoes a planned renovation, the Employer will make reasonable efforts to limit any disruption to the affected schedules.

The senior twenty percent (20%) of part-time employees in each department will be offered a regular schedule.

(c) **Guaranteed Minimum Hours' Pay**

Full-time employees called in on their scheduled day off will be guaranteed four (4) hours work or pay in lieu thereof, both at the rate of time-and-one-half (1 ½).

(d) **Overtime**

1. All hours worked in excess of eight (8) hours in any one (1) day, or in excess of forty (40) hours in a regular work week, and thirty-two (32) hours in a holiday week, shall be paid at the overtime rate of time-and-one-half (1½) of the employee's regular rate of pay.

2. All hours worked in excess of twelve (12) hours in any one (1) work day shall be paid at the overtime rate of two (2) times the employee's regular hourly rate of pay.

3. Employees who are moved from Service Assistant positions and who are at the top of the progression rate and temporarily perform work in Service Clerk positions will be paid at the top of the Clerk progression rate, for the time spent working within that position. Accordingly, a Service Assistant who is in the progression rate will go to the next higher progression in the Service Clerk rate for the time spent working within that position.

(e) **No Duplication of Overtime**

Hours worked on Sundays, days recognized as holidays, and any other hours worked for which overtime, or a premium rate of pay is payable under any provisions of this Agreement shall not be taken into account in computing overtime hours worked nor shall there be any other duplication or accumulation of overtime.

(f) **Basis of Overtime and Premium Pay**

Overtime and premium pay shall be computed based on the employee's regular hourly rate of pay whether such rate is a contract rate or in excess thereof.

(g) Allocation of Overtime

When overtime hours are to be worked, said hours will be allocated by Company seniority within classification, department, and function as scheduled shifts allow.

(h) Sunday Premium

All time worked by employees on Sunday shall be paid at the rate of one point five (1.5) times their regular hourly rate of pay.

(i) Interchange of Duties

Employees assigned to duties outside their job classifications carrying a higher rate of pay shall be paid at the next higher rate of pay for all time worked in the higher classification. If working in a lower classification, there shall be no reduction in pay. It will be permissible for the Employer to schedule regular work in each of two (2) classifications or Departments within a single shift and/or week, in which case such employee will be paid the hourly rate accruing to each bracket for time worked in each bracket.

- **Note:** Employees working on the Front End will ring in the following order: Front End Clerks, Other Clerks scheduled on the Front End, Cashier trained Front End Assistants, Clerks called up from other Departments, Assistants called up from other Departments.

However, there will be no penalty due to the Company reacting to Member Service needs.

(j) Seventh Consecutive Day of Work

No employee shall be required to work seven (7) consecutive days except in an emergency. It shall not be a violation of this Agreement, nor shall it constitute cause for disciplinary measure if an employee is not able to work on the seventh (7th) consecutive day.

(k) Working Beyond the Scheduled Shift

As far as practical, employees who are required to work beyond their scheduled shift shall be notified as near the commencement of their shift as possible, but not later than two (2) hours before the end of their scheduled shift, unless the additional time worked is fifteen (15) minutes or less.

(l) Employees On the Last Shift

Employees on duty at the recognized hour of closing may be required to service all customers and perform other duties necessary to closing. Such employees shall be scheduled wherever possible so that their shift ends at least fifteen (15) minutes after the recognized hour of closing.

(m) Warehouse Meetings

Time spent in warehouse or department meetings or in meetings called by the Employer before the commencement of the day's work or after the day's work shall be considered as time worked and shall be paid in accordance with the provisions of this Agreement. It is understood that attendance at the above meetings require compensation at the applicable rate; however, employees who voluntarily attend such meetings on their day or days off, shall be guaranteed a minimum of one-half (½) their normally scheduled hours. Attendance at such meetings by employees on their day or days off shall not be considered as hours worked for overtime purposes only.

ARTICLE XXI – PROMOTIONS / DEMOTIONS

(a) Promotions

1. Part-time to Full-time

In the event a part-time employee works forty (40) hours in their own department, or regularly scheduled in the same combination of departments, (or thirty-eight (38) hours including Sunday) or more for eight (8) consecutive weeks, the most senior part-time employee in the same classification in the department will be offered a full-time position and said full-time position shall continue to be offered by seniority until the full-time position is filled. Paid sick/personal leave, vacation and holidays shall be counted as time worked. The employee must work the schedule where the hours were created for three (3) months.

A specific Employee's assignment to temporary vacancies caused by vacations, illness, absenteeism, injuries or leaves of absences, and warehouse relocations, shall neither count towards nor interrupt the aforesaid accumulation of eight (8) consecutive weeks.

In order to enable the Company to offer more hours of work to its regular part time employees during the seasonal period, both Parties agree as follows; Hours worked by regular part-time employees during the named seasonal period above their normal average of hours shall neither count towards nor interrupt accumulation towards eligibility for full-time status.

2. Service Assistant to Service Clerk

If a Service Assistant accumulates a total of eight hundred (800) hours worked in the Service Clerk bracket in the prior twenty-six (26) consecutive pay periods, the most senior Service Assistant with the same status in the department shall be offered a promotion to Service Clerk and said Service Clerk position shall continue to be offered by seniority until the Service Clerk position is filled.

When moving to a higher classification, an employee will move from the progression step they were at to the progression step in the new classification that will grant them an increase and will carry over all hours towards the next progression step in the new classification.

A specific employee's assignment to temporary vacancies caused by illness, absenteeism, injury or leaves of absence shall neither count towards nor interrupt the aforesaid accumulation.

Employees at the top step on the Service Assistant scale will move to the top step on the Service Clerk scale when accepting a promotion or posting to Service Clerk.

The Company shall post the Service Clerk hours on a bi-weekly basis.

(b) Demotion

1. Involuntary

Involuntary demotions shall have been preceded by at least one (1) written consultation for poor work performance within the six (6) months period preceding the demotion. The rate of pay will be reduced to the next lowest rate of pay in the lower bracket, but the Employee retains all hours earned towards their next goal raise. Except for the change in pay, this Article also applies to Service Assistants who are being demoted from a posted position. Employees demoted shall not be able to use their seniority to claim shifts, hours or Service Clerk pay for a period of three (3) months.

2. Posted / Voluntary Demotion

For the Employee who is granted a voluntary demotion or who posts for a Service Assistant position, the new rate of pay will be the next lowest rate of pay in the lower classification, and the employee will retain all hours accumulated toward their next pay increase. An employee who voluntarily gives up a Service Clerk or Service Assistant posting shall be paid Service Clerk rate of pay for all hours they work in the higher classification. They will however be paid Service Assistant rate for all other hours unless they want to return to the Service Clerk job through a job posting. Employees who voluntarily demote themselves from a Service Clerk to a Service Assistant position to move to the front end shall not be able to use their seniority to claim shifts, hours, or Service Clerk pay for a period of three (3) months.

Local 210 jurisdiction only

An Employee who is granted a voluntary demotion to change their status from full-time to part-time will be placed on the front end according to company seniority. Such employees may bid new openings as they occur. The vacated full-time position shall be a posted position unless such position is being eliminated by the company.

3. Full-Time to Part-Time

When the Employer's business is adversely affected by economic conditions beyond their control and thereby affecting the staffing requirement of that location, the Employer may reduce the number of full-time positions to compensate. The reduction shall be by seniority, as found in Article XXVII.

East Coast Locations Only

Should a full-time employee average less than thirty-four (34) hours for either the first (1st) or second (2nd) thirteen (13) pay periods (6 months) their status shall be changed to part-time (Vacations, Holidays, Sick/Personal Leave, Funeral Leave, Jury Duty, absences caused by Workers Compensation injuries and treatment or absences pursuant to the Family Medical Leave Act (FMLA) where documented by a physician's certification will not be considered).

ARTICLE XXII – LUNCH PERIODS & BREAKS

(a) Meal Period

Employees working at least five (5) but no more than six (6) hours in a day, by mutual agreement between the employee and Employer, need not be granted a meal period.

Each employee shall be allowed one (1) uninterrupted period for a meal, without pay, approximately in the middle of an eight (8) hour working day. Hours of work shall be consecutive, with the exception of the meal period.

No eight (8) hour employee shall be scheduled for more than five (5) hours, or less than three (3) hours, before a meal period. The intent of this Article is to assure that the first meal period for employees will be completed no later than the fifth (5th) hour of work.

Employees working more than ten (10) hours, but less than twelve (12) hours will receive an additional meal period, unless individually waived by the employee by completing a second meal period waiver form in advance. Hours of work shall be consecutive, with the exception of the meal period.

Forty-five (45) minute and one (1) hour lunch periods may also be scheduled on a consistent basis only for the individual concerned.

A clean separate area shall be provided for lunch and rest breaks, secluded from access by customers, with facilities to accommodate the number of employees using them. Whenever practicable, the employees shall have access to employees' only rest rooms.

(b) Breaks

An employee scheduled to work and who works six (6) or more hours in a day shall receive one (1) fifteen (15) minute rest period in the middle of the first (1st) half (1/2) of the shift and one (1) fifteen (15) minute rest period in the middle of the second (2nd) half (1/2) of such shift. An employee scheduled to work less than six (6) hours in a day shall receive one (1) fifteen (15) minute rest period in the middle of their shift.

Any employee who works ten (10) hours or more in a day shall receive one (1) additional fifteen (15) minute break.

Insofar as practicable, rest periods shall be in the middle of each work period.

ARTICLE XXIII – WORK SCHEDULE

On the Monday two weeks prior to the scheduled workweek, the schedule will be posted no later than 12:00 pm. Said schedule is normally produced by the computer and includes the employee's name, starting and ending times and days off. Effective July 4, 2022, the schedule will be posted by department/sub-department seniority.

The written posted schedule is the controlling document, and other electronic documents are only for the convenience of the employees.

Once the work schedule has been posted for the succeeding week, such schedule shall not be changed except on forty-eight (48) hours' notice to the employee affected in person or by phone.

Prior to making a mandatory schedule change, the Employer agrees to make reasonable effort to fill scheduling needs on a voluntary basis.

No prior notice is necessary in the event of scheduled changes necessitated by acts of God, mechanical or power failure.

Nothing herein restricts the Employers' right to request employees to come in voluntarily or employee's right to come in when requested, or to leave early if mutually agreed between Employer and employee.

More senior employees shall be offered earlier start times on shifts when all other aspects are equal (i.e., full-time/part-time status, length of shift on the day in question).

It is hereby agreed that full-time employees reporting for work as scheduled shall be guaranteed the hours in the day as scheduled, or pay in lieu thereof, unless the employee volunteers to go home early.

Part-time employees will be guaranteed a minimum of four (4) hours, or pay in lieu thereof, for the day they are scheduled or called in, unless the employee volunteers to go home early.

Full-time or part-time employees being terminated will be guaranteed a minimum of two (2) hours pay.

When unscheduled hours are needed for part-time employees, such hours will be offered by Company seniority, classification, department and function.

The Company will continue the practice of maintaining regular schedules. However, it is recognized that due to business requirements occasionally work schedules may be changed in accordance with this Agreement and such changes shall not be considered a violation of this Collective Bargaining Agreement, nor incur any penalty from the Collective Bargaining Agreement. The Company agrees to minimize these changes by first utilizing volunteers and / or attempting to schedule Part Time employees by inverse seniority.

ARTICLE XXIV – MISCELLANEOUS SCHEDULING

(a) Shift Lapse

All employees shall be off ten (10) hours between consecutive shifts, except for the weekly rotation of shifts, inventory or emergencies. Work performed prior to the ten (10) hours elapsed time shall be paid at the rate of time-and-one-half (1 ½).

(b) Direction of Work Force and Travel

Employee will not be required; even in emergency situations, to work in a capacity from which employee has previously been removed for disciplinary reasons or in which the employee refuses to perform for safety reasons.

No employee other than maintenance classified employees shall be required to do scrubbing or other heavy cleaning or heavy janitorial work except in a safety emergency. Such heavy work does not include normal housekeeping and cleaning.

When employees are asked to travel from their home warehouse to another location, they shall be reimbursed in accordance with the Company's Travel Policy.

(c) **Inventory**

Any employee may be required to work inventory, and work historically performed by bargaining unit members will not be performed by Management personnel. However, Management may assist hourly employees in inventory related tasks.

Schedules for employees may be changed for a maximum of one (1) week during two (2) scheduled inventory periods per year. Employees must have a minimum of fourteen (14) calendar days' notice.

Employees who have scheduled and been awarded vacation time per Article X shall not have their vacation schedule changed unless there is mutual Agreement between the employee and the Employer.

Notice of said inventory must be given at least six (6) months in advance, and whenever possible, inventory scheduled on a Saturday or Sunday will be on a voluntary basis.

The Company agrees to continue the practice of offering additional inventory work, which may be needed by a warehouse, to members of the bargaining unit working in other represented warehouses as availability permits.

ARTICLE XXV - WAGE PROGRESSION

(a) **Wage Progression**

The hourly rates set forth in this Agreement are the minimum rates for the job classifications within a given bracket.

(b) **Minimum Wage Rates**

No employee shall receive less than the wage rate herein provided for their classification of work.

(c) **Pay Period**

The regular pay periods are bi-weekly.

ARTICLE XXVI – MISCELLANEOUS

(a) **Polygraph**

The Employer shall not demand or require any applicant for employment or prospective employment or any employee to submit to or take a polygraph lie detector or similar test or examination as a condition of employment or continued employment.

(b) **Bulletin Boards**

The Employer agrees to furnish space on the bulletin boards for the Union to post official Union notices with a copy being given to Management at the time of posting. The Union may provide a locked, glass enclosed bulletin board to be used for Union notices and announcements. Such Bulletin Boards shall be available in a conspicuous location.

(c) **Training School Fees**

1. In the event the Employer requires an employee to attend any trade school or training session on the employee's non-working time, the Employer agrees to reimburse the cost of same upon completion.

2. Testing and Licensing Requirements; The Company may require testing or licensing for specific positions. If testing or licensing requirements are imposed by any Government entity, the employees affected are responsible for attaining these requirements on their own time and cost. If an employee fails to comply with these requirements, they will be placed on the Front End, as a Service Assistant, according to their Company seniority and will immediately be eligible for any posting.

(d) **Uniforms**

Should the Employer require uniforms or special clothing, the Employer shall furnish all such garments and except where garment is of a drip-dry material shall pay for the laundering upkeep of same.

If the Company requires "safety shoes" said employee shall be required to wear such safety shoes in compliance with the Company's "Safe Work Shoe Program" dated September 16, 2016, as is current. Any changes to the minimum program must be negotiated with the affected Union(s) prior to implementation of any such change.

Employees required to wear a vest shall be provided their own clean vest. This does not apply to forklift spotters. The Employer shall provide complete rain gear for those employees who must work outside during inclement weather.

(e) Parking

The Employer shall provide a parking area for the Employees. Employees shall park only in parking areas, as designated by the Employer, unless authorized to park elsewhere.

(f) Post-Accident Testing

When, after investigation by Management at the scene, an employee's performance cannot be conclusively discounted as a contributing factor for a serious forklift accident (exceeding \$3,000.00 in property damage) or an accident which causes injury or damage to individuals, the employee may be required to submit to a drug and alcohol screening test. If the test results are negative, the employee will be paid for all time lost.

(g) Drug and Alcohol Rehabilitation Program

If an employee comes forward on their own and asks for help with a drug or alcohol problem prior to being involved in an incident resulting from drug or alcohol use, they may be enrolled in the Company's confidential program and there will be no disciplinary action taken against them. The employee will be expected to agree to a contract for continued employment.

The Duty Manager, if they suspect an employee is under the influence of alcoholic beverages or illegal/dangerous drugs/substances and or narcotics, can require the Employee be taken to a medical facility and be tested. All time so spent shall be compensated time.

(h) Employee Membership Benefit

Each employee is entitled to an Executive Wholesale Membership at no charge. The employee is also entitled to three (3) free additional memberships, for which the employee is responsible. This may be issued to any individual of the employee's choice, provided they are related to the employee or reside with the employee and are at least 18 years of age.

Employees will receive a lifetime Executive Membership if, when they leave the Company, are fifty-five (55) years of age and have a minimum of fifteen (15) years of service with Costco or have at least twenty-five (25) years of service with Costco. The complimentary Executive Membership is for the employee, and their spouse/domestic partner. Employees who are terminated for cause are ineligible for the lifetime Executive Membership.

ARTICLE XXVII – TEMPORARY LAYOFF, ROLLBACKS & JOB DISCONTINUANCE

(a) Temporary Layoff

The Employer shall have the right to temporarily lay off employees by seniority within a location as required by the Employer's business.

(b) Reductions and Job Discontinuance

In the event of a roll-back, reduction or job discontinuance which affects full-time positions within departments, the least senior full-time employee may bump the least senior full-time employee by classification, in any department, additionally; Service Clerks may bump Service Assistants in any Department.

Should the reduction affect the least senior Service Clerk in the warehouse, he or she shall have the right to bump the least senior Service Assistant position in any department to maintain full-time status.

The full-time employee has the option to remain in the department as a part-time employee, based on his or her seniority, if other part time positions are available. When an employee utilizes his or her right to bump due to a reduction or job discontinuance, the employee who is bumped may also utilize his or her seniority to bump the least senior person in any department if said employee is a Clerk, or the least senior Assistant, if said person is an Assistant. The employee who is bumped by virtue of the second bump shall be placed on the Front end.

For purposes of this Article, Departments that a displaced Service Clerk may bump into are Receiving, RTV, Merchandising, Deli, Tire Center Clerk, Front End (which includes Membership and Member Service) and Administration, in addition to Service Assistant positions.

A displaced Service Assistant may bump into Ancillary Business (Bakery, Photo, Meat, Tire Center Assistant, Hearing Aid Assistant and Pharmacy, all of which are considered one (1) department for the purposes of this Article. Food Service may be included if the employee is less senior in all other ancillary businesses).

If the employee is bumping into a position that requires minimum testing performance, or prior job knowledge (i.e., Administration including Inventory Auditor, Maintenance II, Bakery or Meat Cutter), the employee shall be required to meet those standards.

The employee must demonstrate the ability to perform the job moved into within sixty (60) days or be placed on the Front End.

A part-time employee may not bump into a full-time position.

Employees displaced to the Front-End ring according to overall seniority. If they are not trained, training will be provided.

Maintaining full-time status on the Front End will be determined by overall seniority. If departmental reductions cause a part-time employee to be removed, the provisions of this Article shall also apply.

(c) Displaced Employees

Employees, who have been displaced under paragraph (b) above, may be returned to their original position within the first one hundred eighty (180) days from their roll back, operation permitting.

ARTICLE XXVIII – SEASONAL

It shall be understood and agreed that the period from October 7th of one year to the Sunday immediately after Period 5 inventory the following January shall be designated as the Seasonal Period for the warehouses, but no later than January 31st.

The Coachella Valley warehouse shall have a Seasonal Period from November 15 to Easter Sunday of each year.

All Tire Centers shall have a Seasonal Period from May 1 through September 15 of each year.

Employees hired during these periods shall be designated as Seasonal Probationary Employees. Employees hired in this period shall be required to pay Union dues, subject to preceding Articles. However, no initiation fee will be charged those employees unless they are retained after the seasonal period. If the employee is so retained after the seasonal period, they shall be required to pay the initiation fee.

Pension Trust Fund contributions shall be from date of hire.

Seasonal / Probationary employees do not qualify for paid sick/personal leave until eligible under Article XI, Holidays, Vacations, Jury Pay, seniority, minimum hours guarantee or Health & Welfare insurance.

When a Seasonal Probationary employee continues to be employed after the seasonal period (with no lay off) and is reclassified a regular employee, said employee's seniority date shall revert to the original hire date.

If a Seasonal employee is terminated after the seasonal period and then is rehired within ninety (90) calendar days, their seniority shall revert back to their original seasonal hire date. Any weeks worked at forty (40) hours or thirty-eight (38) hours including Sunday do not apply to the accumulation of eight (8) consecutive weeks for promotion to full time but do apply towards qualifying for medical coverage.

No regular employee shall suffer a lay off or reduction in hours or loss of any premium pay, as a result of the hiring of seasonal probationary employees.

ARTICLE XXIX – LEAVES OF ABSENCE

(a) Approval of Leave of Absence

It is understood and agreed that the leaves of absence will be honored by the Employer only if given in writing and will normally only be granted for medical purposes. It shall be further

understood that the employee must request a leave of absence in writing and shall furnish the Union with a copy of Employer's reply.

In some situations, it may be appropriate to provide the employee with alternative work in lieu of granting a leave.

The maximum LOA is one (1) year for all employees. Below is a chart listing the maximum time benefits continue:

Length of Employment	Maximum Time Benefits Continue
Less than 90 Days	30 Days
Over 90 Days, But Less than 12 Months	3 Months
Over 12 Months	6 Months

Personal leave of absence (without pay, for a limited period of time) is not encouraged, but may be granted under extraordinary circumstances, at the discretion of the Warehouse Manager, which shall not arbitrarily be denied.

(b) Accepting Employment While on Leave

Any employee who accepts employment elsewhere while on leave of absence may be terminated.

(c) Pregnancy

For pregnancy and associated leaves the employee must provide her manager with written medical substantiation from her physician. Leave (bonding) will be granted within the parameters of the applicable State leave act and Company policy.

(d) Return from Leave

An employee returning from an injury or illness must furnish the Employer with a written release from their Physician stating that they are able to perform the essential functions of the position to which they are returning with or without reasonable accommodation. However, the Employer reserves the right to substantiate the employee's Physician's findings.

When an employee returns from a leave of absence and subsequently returns back to a leave of absence due to any injury within ninety (90) calendar days or less, the leave of absence is considered continuous and unbroken.

Employees who return from any leave of absence will return to their original position. An employee who does not return to work upon expiration of their approved leave of absence may be terminated.

(e) Winter Leave

The Company may grant hourly employees an unpaid leave of absence in the months of January, February and March for up to four (4) weeks. Employees must have a minimum of one (1) year of service to be eligible. Requests will be granted depending on the needs of the business. The following guidelines apply:

- Applications should be submitted in writing no later than four (4) weeks in advance.
- Vacation scheduling and other paid time off will take precedence over Winter Leave.
- Winter Leave may be taken as single full days or in week long increments.
- All company benefits will be maintained during Winter Leave.

(f) College Student Retention Leave

College Student Retention Leaves shall be permitted pursuant to the Company College Student Retention Policy.

(g) Union Leave

An employee leaving the bargaining unit to work for the union shall be allowed a leave of absence not to exceed six (6) months duration.

ARTICLE XXX - HEALTH & WELFARE

(a) Benefit Plans

The Union agrees that the Employer will provide insurance coverage to eligible Employees, which will include:

- Eye care,

- Dental care,
- Major medical, including prescriptions,
- Life insurance
- Long Term Disability

The exact terms of the above coverage will be as defined in the Costco Health Plan Booklet, which may be modified during the life of this Agreement with prior notice to the Union. The information can also be found at CostcoBenefits.com (Resources – Plan Benefits)

(b) Eligibility

Terms of eligibility are described in the Costco Health Plan booklet.

This Article will not be subject to the Grievance and Arbitration procedure outlined in Article VI.

ARTICLE XXXI – PENSION

The Employer agrees to continue to be a party to the Western Conference of Teamsters Pension Trust Fund for employees.

For Locals 150, 166, 542, 572, 853 and 986:

Effective the first (1st) payroll period after February 1, 2022, (Monday February 14, 2022) the Employer will pay on behalf of employees for all straight time hours compensated, including Sunday, paid vacation, sick/personal leave and holidays. The hourly contribution will be one dollar and eighty-one cents (\$1.81). This will provide a basic contribution of one dollar and seventy cents (\$1.70) and eleven cents (\$.11) to maintain the PEER/84.

Effective the first (1st) payroll period after February 1, 2023 (Monday February 13, 2023) the Employer will pay on behalf of employees for all straight time hours compensated, including Sunday, paid vacation, sick/personal leave and holidays. The hourly contribution will be one dollar and ninety-six cents (\$1.96). This will provide a basic contribution of one dollar and eighty-four cents (\$1.84) and twelve cents (\$.12) to maintain the PEER/84.

Effective the first (1st) payroll period after February 1, 2024, (Monday February 5, 2024) the Employer will pay on behalf of employees for all straight time hours compensated, including Sunday, paid vacation, sick/personal leave and holidays. The hourly contribution will be two dollars and eleven cents (\$2.11). This will provide a basic contribution of one dollar and ninety-eight cents (\$1.98) and thirteen cents (\$.13) to maintain the PEER/84.

For Probationary employees, the Employer shall pay an hourly contribution of ten cents (\$0.10) (including PEER/84) during the probationary period as defined in Article XXXII 1)(e), but in no case for a period longer than ninety (90) calendar days from the employees first date of hire. Contributions will be made on the same basis as set forth above. After the expiration of the probationary period as defined in Article XXXII 1)(e), but in no event longer than ninety (90) calendar days from the employee's first date of hire, the contribution shall be increased to the full contractual rate.

The contribution to provide for PEER/84 will not be taken into consideration for benefit accrual purposes under the Pension Plan. The additional contribution for the PEER/84 must, at all times, be 6.5% of the basic contribution and cannot be decreased or discontinued at any time.

The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. Failure to make all payments herein provided for within the time specified shall be a breach of this Agreement.

The Employer retains the exclusive right to modify, amend, cancel or terminate any presently existing Employer-sponsored employee benefit plan, including any pension plan, employee retirement or profit-sharing plan.

It is understood that this provision for a Pension Plan is being entered into upon the condition that all payments made by the Employer hereunder shall be deductible as business expenses under the Internal Revenue Code as it presently exists, or as it may be amended subsequent to the date of this Agreement, and under any similar applicable state revenue or tax laws.

For Locals 210, 570 and 592:

The Employer agrees to continue to be a party to the Western Conference of Teamsters Pension Trust Fund (WCTPTF) for employees. Effective the first (1st) payroll period after February

1, 2022 (Monday February 14, 2022), the Employer will pay on behalf of employees for all straight time hours compensated for, including Sunday, paid vacation, sick/personal leave and holidays to a maximum of 2080 per calendar year. The hourly contribution will be one dollar and eighty-one cents (\$1.81).

Effective the first (1st) payroll period after February 1, 2023 (Monday February 13, 2023), the Employer will pay on behalf of employees for all straight time hours compensated for, including Sunday, paid vacation, sick/personal leave and holidays to a maximum of 2080 per calendar year. The hourly contribution will one dollar and ninety-six cents (\$1.96).

Effective the first (1st) payroll period after February 1, 2024 (Monday February 5, 2024), the Employer will pay on behalf of employees for all straight time hours compensated for, including Sunday, paid vacation, sick/personal leave and holidays to a maximum of 2080 per calendar year. The hourly contribution will be two dollars and eleven cents (\$2.11).

For Probationary employees, the Employer shall pay an hourly contribution of ten cents (\$.10) during the probationary period as defined in Article XXXII 1)(e), but in no case for a period longer than ninety (90) calendar days from the employees first date of hire. Contributions will be made on the same basis as set forth above. After the expiration of the probationary period as defined in Article XXXII (e), but in no event longer than ninety (90) calendar days from the employee's first date of hire, the contribution shall be increased to the full contractual rate.

The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. Failure to make all payments herein provided for within the time specified shall be a breach of this Agreement.

The Employer retains the exclusive right to modify, amend, cancel or terminate any presently existing Employer- sponsored employee benefit plan (not to be confused with a multi-employer plan such as the WCTPTF), including any pension plan, employee retirement or profit-sharing plan.

It is understood that this provision for a Pension Plan is being entered into upon the condition that all payments made by the Employer hereunder shall be deductible as business expenses

under the Internal Revenue Code as it presently exists, or as it may be amended subsequent to the date of this Agreement, and under any similar applicable state revenue or tax laws.

Questions regarding Teamster Pension issues should be directed to:

Northern California: Administrative Office Western Conference of Teamster Pension Trust Fund 1000 Marina Boulevard, Suite 400 Brisbane, California 94005 (650) 570-7300	Southern California: Administrative Office Western Conference of Teamster Pension Trust Fund 225 South Lake Street Suite 1200 Pasadena, California 911101-3000 (626) 463-6100
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ARTICLE XXXII – SENIORITY

1) **PRINCIPLE**

(a) **General Application**

Employer agrees that seniority shall prevail in the following situations under the conditions set forth in this Article.

- Layoff and recall
- Promotions, except for lead positions
- Weekly number of hours scheduled to work
- Work week (to fill vacancies)
- All job openings

In the case of Warehouse Administration Clerk, Warehouse Auditor, Maintenance II and Marketing Representative, seniority shall prevail where skill and ability are relatively equal. In the case of Meat Cutter, Baker and Cake Decorator, the following training periods shall be considered as fulfilling the requisite job skills necessary to be qualified for these jobs:

1. Employees shall be considered qualified for posted Meat Cutter positions after serving a maximum of eighteen (18) months in the Meat Wrapper position.
2. Employees shall be considered qualified for posted Baker positions after serving a maximum of twelve (12) months in the Bakery Wrapper position.

3. Employees shall be considered qualified for posted Cake Decorator positions after serving a maximum of twelve (12) months in the Bakery Wrapper position.

(b) Definition

Seniority is the length of continuous employment of an employee with the Employer.

(c) Seniority When Hire Date Same

In the event there is a dispute concerning seniority for employees who began work on the same day, seniority shall be determined by the following criteria. The second (2nd) and then the third (3rd) criteria will only be applied if the first (1st) criterion does not resolve the issue.

1. Earliest starting time.
2. Greatest number of hours worked during the first three (3) months of employment.
3. Earliest date on application for employment.

(d) Loss of Seniority

Seniority shall be broken only by the following:

1. Quit.
2. Discharge.
3. Layoff exceeding: One hundred and twenty (120) calendar days during the first year of continuous employment; six (6) months after one (1) year of continuous employment; two (2) years after two (2) years of continuous employment. Employees participating in the College Retention Program are exempt from this provision.
4. Failure to return to work in accordance with the terms of a leave of absence or when recalled after a layoff.

(e) Probationary Employees

All employees shall be considered probationary employees during the initial ninety (90) days and shall have no seniority status during said period; but having attained ninety (90) days of employment, their seniority will date back to their original date of hire.

2) APPLICATION OF SENIORITY

(a) Transfers Between Any Costco Warehouse in the United States

Employees transferring from any Costco Warehouse represented or non-represented or stepping down from Management (either voluntary or involuntary) shall carry their Company seniority at the time of transfer or reentry into the Bargaining Unit. The affected employee will be placed on the Front End according to their Company seniority (unless filling a position no one bid for) and after six (6) months (or three (3) months for East only) at the new location will be eligible for any posting based on their Company seniority. Employees transferring from a Union warehouse to another Union warehouse shall be immediately eligible for any posting based on their Company seniority. Employees transferring to any Costco Warehouse will have thirty (30) days to return to their original warehouse.

Any employee who requests a transfer to another location and said location is closer to the Employee's primary home shall be given consideration for said transfer.

Employees who apply for job openings within their location have priority over an employee from another location, even when that later employee has greater seniority.

(b) Layoff and Recall and Reduction of Hours

The principle of Company seniority shall apply in the case of layoff and recall. That is, the last employee employed shall be the first laid off, and the last laid off shall be the first recalled, provided that the skill, ability and availability of the employees concerned to perform the work are substantially equal. Company seniority shall also apply for reduction of hours in departments by classification. If an employee has been with the Company for over one (1) year, said employee can enforce seniority in the event of a layoff against employees with less seniority in other locations in the same geographic area only after employee's seniority has been exercised within the employee's home location.

The last employee laid off shall be given the first opportunity to reinstatement in the former position, if said employee presents themselves for work within ninety-six (96) hours, excluding Saturday and Sunday, from the receipt by the Union or the employee of the Employers notice.

Mailing the notice to the employee's last known address will constitute receipt for the employee. Failure of such employee to present themselves within the ninety-six (96) hours shall cancel their seniority.

(c) Claiming Weekly Schedule/Hours (Part -Time Only)

Part-time employees shall have the right to claim more hours on the basis of seniority under the following conditions:

1. A senior part-time employee must claim the entire weekly schedule of a junior part-time employee that would give them more hours.
2. Such claim must not result in the Employer not having enough employees to cover a particular time slot.
3. Claims can only be made on other part-time employees in the same department having less seniority.
4. Claims must be made within twenty-four (24) hours of the posting of the schedule.
5. The claiming Employee must be available to work the claimed schedule on a continuous basis for a minimum of six (6) months or as long as the scheduled hours are available.

(d) Choice of Work Week (Full-Time only)

As openings occur, seniority shall be applied in filling openings by departments/job classifications. Full-time employees in said department will be given their choice of work week by seniority, provided that they have the required availability.

As openings occur, seniority shall apply in filling the opening within the same department by job classification. Following the filling of the position, the subsequent opening will then be posted.

(e) Bidding for Job Openings

The following job openings will be posted:

- All Service Assistant jobs, except Front End Service Assistants and Food Court employees.
- All Service Clerk positions.
- All full-time positions.
- Cross Training Positions.

Such job openings will be posted for one (1) week and will be filled on the basis of seniority with training to follow with the exceptions in this Article, provided:

Employees applying for the position must agree to meet all requirements, including availability, for a minimum of three (3) months, and agree to be in the position for a minimum of three (3) months. If the employee that receives the job bid returns to their old job within sixty (60) days, the Company may then award the bid to the next senior person qualified on the original bid sheet without the necessity of re-bidding the same job. The three (3) month restriction shall not apply where changes of hours or scheduling within the department occur, or the ability to move from part-time to full-time and/or Service Assistant to Service Clerk.

The Parties agree that the job posting will be honored as long as the job remains, and the successful bidder remains.

The Employer shall notify the Union within seven (7) calendar days of the awarded job posting. An employee may be considered ineligible for the position if they have two (2) active consultations for a related minor offense or a total of three (3) active minor offenses within the six (6) month period preceding the posting, or one (1) active corrective consultation for a major offense or suspension within the six (6) month period preceding the posting. Temporary openings due to vacations, sickness, emergencies, seasonal period or leaves of absence which do not exceed sixty (60) days are exempt from posting. In the case of pregnancy medical leave or Workman's Compensation, temporary openings which do not exceed one hundred twenty (120) days are exempt from posting. The above-mentioned temporary vacancies must be posted as a temporary vacancy at the expiration of this sixty (60) or one hundred twenty (120) day period.

If a temporary vacancy opens which is substantiated by leave documentation, and the leave is expected to last longer than thirty (30) days, the vacated schedule will be offered within the regular department by seniority. The subsequent open schedule will be posted per the temporary posting provisions in this Article.

Any employee accepting a bid is subject to a sixty (60) day probationary period during which the Employer may move the employee back to their prior position if management determines that the employee is not capable of performing the job, or if the employee so desires.

When an employee bids for a new position, said position vacated may be filled as a temporary opening for sixty (60) days before it must be bid, thereby leaving the vacancy in the event the employee returns to their former position.

If an employee bids for a job, obtains it and then is moved back to their old job during the probationary period by the Company, they can bid for another job at any time. However, if they bid for a job, obtain it and then voluntarily decide within the sixty (60) day probation period that they wish to return to their old job, said employee cannot bid again for another job for six (6) months.

Postings shall include days off, designation of opening/mid/closing shift, and an example of the shift. If the posting is not specific, then the employee can exercise their seniority rights to obtain an earlier start time after thirty (30) days in the position.

The posted job opening sheet shall have space for employees to sign up on the original bid sheet. Employees being denied a bid will be given the reason.

The Employer shall send a copy to the Local Union of all job postings within two (2) weeks of posting date, which shall include the names of all employees signing the posting. The Employer shall notify the Union of the awarded posting as well as verbally notify the successful bidder within seven (7) calendar days.

Employees awarded posted positions shall be placed into such position within fourteen (14) calendar days, if possible.

(f) **Seniority List**

The Employer must furnish the Union with a new seniority list on February 1st and August 1st of each year and at the same time post in each location's lunchroom a seniority list for that location by classification.

ARTICLE XXXIII – RENEGOTIATION

The Employer and the Union agree that in the event any provision or provisions are so declared to be in conflict with the law, both Parties shall meet within thirty (30) days thereafter for the purpose of renegotiating the provisions so invalidated. The remainder of the Agreement shall remain in full force and effect.

ARTICLE XXXIV – DURATION

This Agreement shall be in full force and effect for the period to and until January 31, 2025, and thereafter from year to year, unless terminated by either party as hereinafter provided, sixty (60) calendar days prior through January 31, 2025, either party may notify the other party in writing of its desire to cancel the existing Agreement or to negotiate a new Agreement.

ARTICLE XXXV - MANAGEMENT RIGHTS

The Management of the Employer's operation and the direction of the employees are vested solely and exclusively in the Employer and shall not in any way be abridged except as specifically restricted by the express terms set forth in this Agreement.

The Employer shall have the right to designate where and in what manner the work of employees shall be done, including the right to direct employees to do work for any other person, provided that such work by employees shall be under the terms and conditions herein, including the wages and hours as herein provided and shall be the kind and type of work generally performed by employee pursuant to the provisions herein, including going to and from any other place of business at the request of the Employer, and shall be paid for by the Employer in accordance with the terms of the Agreement.

ARTICLE XXXVI – FAVORABLE ECONOMIC CONDITIONS

The Employer agrees during the term of this agreement that should it grant more favorable economic terms to its non-bargaining unit employees then such more favorable economic terms shall be offered to the union at the same time and in the same quantity as were granted to the non-bargaining unit employees. Any dispute over the meaning of this provision including, but not limited to, whether the non-bargaining unit increase was more favorable than the economic terms in effect for the bargaining unit employees shall be resolved by the grievance and arbitration procedures as provided for in this collective bargaining agreement.

ARTICLE XXXVII – PERSONAL APPEARANCE STANDARDS

Employees must ensure that their appearance is neat, clean, and professional and must practice good grooming and personal hygiene habits.

Costco permits employees reasonable self-expression through personal appearance, which includes hair color, moderate piercings and jewelry in permitted departments, and visible tattoos. Costco will allow visible tattoos, piercings and jewelry unless they contain images or words that are obscene, profane, racist, sexual, depict violence or are otherwise objectionable.

All attire and accessories worn in the workplace must be free of any advocacy messaging. Advocacy messaging is defined as supporting or recommending a particular cause, public policy, or political party. Accessories include, but are not limited to, stickers, buttons, pins, lanyards, belt buckles, face coverings, hats, scarves, jewelry.

The following categories of workplace attire will continue to be permitted:

- 1) Company-issued or otherwise approved Costco Wholesale writing or logos;
- 2) Writing or logos related to Company-approved charitable initiatives;
- 3) Sports team or collegiate apparel;
- 4) Other Company-approved special attire events;
- 5) Sportswear or fashion brand logos.
- 6) Union Apparel

For safety reasons employees are prohibited from wearing open-toe or open-heel shoes or sandals in warehouses. Employees will be required to wear composite/steel toe work shoes and/or slip-resistant shoes as directed.

Name badges must be clean, accurate, and easy to read, with only Company-approved attachments.

Note: If employees have specific questions regarding appropriate attire, they must ask their Location Manager in advance. Inappropriately dressed employees are considered unsuitable to commence work and will be sent home. Employees may be asked to return to work later the same day in attire conforming to Company standards. Employees required to leave due to inappropriate attire will not be compensated for any lost time. Employees may also be disciplined if they arrive for work inappropriately dressed.

ARTICLE XXXVIII - ANTI-HARASSMENT POLICY

Harassment

All verbal, physical, and visual forms of harassment for employees, applicants, independent contractors, members, guests, and suppliers is prohibited. All forms of harassment based upon race, color, national origin, ancestry, sex (including pregnancy, childbirth, breastfeeding, and any related medical conditions), gender, sex stereotyping, sexual orientation, gender expression, gender identity, transgender status, religion, age, hairstyles or hair texture commonly or historically associated with race, mental or physical disability, medical condition, work-related injury, covered military or veteran status, political ideology or expression, genetic information, marital status, citizenship status, the protected status of anyone with whom the individual associates, or any other protected status is prohibited.

Epithets, slurs, negative stereotyping or threatening, intimidating, or hostile acts that relate to any of the above-mentioned protected groups are prohibited. Written or graphic material displayed or circulated in the workplace that denigrates or shows hostility or aversion toward any of the above-mentioned protected groups are prohibited.

Sexual Harassment

Sexual harassment is unlawful sex discrimination under federal, state, and local law. Sexual harassment on the basis of self-identified or perceived sex, sexual orientation, gender expression, gender identity, and transgender status is prohibited. Sexual harassment includes unwelcome conduct that is of a sexual nature, or that is directed at an individual because of that individual's sex, when the conduct has the purpose or effect of unreasonably interfering with work

performance or creating an intimidating, hostile, or offensive work environment, even for one who is not the intended target of harassment. Sexual harassment also occurs when the unwelcome conduct is made either explicitly or implicitly a term or condition of employment, or submission to or rejection of the conduct is used for an employment decision. Sexual harassment can occur between any individuals, regardless of their sex, gender, or sexual orientation.

The Parties agree that this policy also prohibits sexual favoritism. Sexual favoritism occurs whenever an employment decision is based upon an employee's receptiveness to sexual advances.

Sexual harassment is not limited to the physical workplace. Sexual harassment while traveling for business or at Costco events is prohibited. Calls, texts, emails, and social media usage can be workplace harassment even if they occur away from the workplace, on personal devices, or during non-work hours.

REPORTING HARASSMENT, DISCRIMINATION, OR RETALIATION

If an employee believes they are being subjected to harassment, discrimination, or retaliation, or becomes aware of such conduct being directed at someone else or if an employee believes another person has received more favorable treatment because of discrimination or sexual favoritism, such incidents should be reported to a Manager or above as outlined in the Open Door Policy or via the Ethicspoint site, found at www.costco.ethicspoint.com. This applies to harassment, discrimination, or retaliation caused by anyone with whom an employee may come into contact as part of their job: Managers, Supervisors, co-workers, members, independent contractors, suppliers, or others.

All reported incidents will be investigated in the manner determined most appropriate based on the circumstances.

Employees can also make a report in writing and provide documentation by mail to:

Confidential Submission, General Counsel, Costco Wholesale Corp., 999 Lake Drive, Issaquah, WA 98027. Our Code of Ethics requires that we obey the law, and the Company encourages the good faith reporting of unlawful or unethical activity.

ANTI-RETALIATION POLICY

Retaliation against those who use the Open Door or who otherwise report violations of Costco's policies or laws is prohibited.

Retaliation includes any action that would discourage an employee from reporting violations of Costco policy, using the Open Door Policy, or participating in an investigation.

If an employee believes that they or another person has been the subject of retaliation, they may report the matter to a Manager or above through the Open Door policy or through Ethicspoint.

Any employee found to have violated this anti-retaliation policy is subject to corrective action up to and including immediate termination of employment. Corrective action will depend on the severity of the offense.

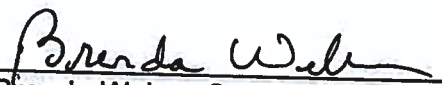
ARTICLE XXXIX - SUCCESSOR


This Agreement as to wages, hours and working conditions, is entered into and shall be binding on both Parties, their successors and assigns, from the date hereof until terminated as provided herein.

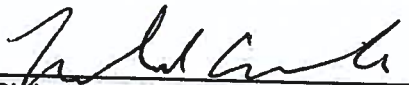
In Witness whereof, the Parties hereto have executed this Agreement this ___ day of ___ 2023.

FOR THE EMPLOYER:

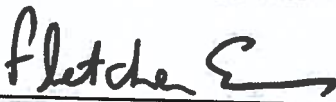
FOR THE UNION:

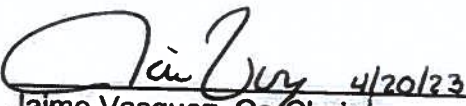

Brenda Weber, Senior Vice President
Human Resources


Tom Erickson, International Vice-President
International Brotherhood of Teamsters


Richard Arriola
Labor Relations Director


Mike Pharris, Co-Chairperson
Secretary Treasurer Teamsters #166


Fletcher Evans
Labor Relations


Jaime Vasquez, Co-Chairperson
Secretary Treasurer Teamsters #542

Dale Wentz
Secretary Treasurer Teamsters #150

Robert Bellach
Secretary Treasurer Teamsters #210

Sean Cedenio
Secretary Treasurer Teamsters #570

Rick Middleton
Secretary Treasurer Teamsters #572

Jim Smith
President Teamsters #592

Steve Beck
Secretary Treasurer Teamsters #853

Cliff Batham
Business Representative Teamsters #986

APPENDIX "A" – CLASSIFICATIONS AND WAGES

(a) Service Assistants

Stockers, Member Service, Sales Assistants, Front End Assistants, Maintenance, Meat and Bakery Wrappers, Meat and Bakery Clean-up, Hearing Aid Assistants, Food Service Employees, Optical Assistant, One Hour Photo, Cart Assistant, Gas Station Assistant, all employees holding positions in Delivery Warehouse except Delivery Truck Drivers and Pharmacy Assistants.

(b) Service Clerks

Cashiers, Forklift Operators, Membership, Membership Refunds Cashier, Marketers, Meat Cutters, Bakers, Cake Decorators, Deli, Volume Shopper Coordinators, Receiving Clerks, Receiving Secretary, Warehouse Administrative Clerk, Maintenance II, Electric Pallet Jack Operators, Delivery Truck Drivers, Licensed Pharmacy Clerks, Return to Vendor, Delivery Payroll Clerk, Tire Center Employees, Delivery Forklift Drivers, Inventory Auditor, Photo Lab Clerk (certified), and Self-Checkout.

- Warehouse Administrative Clerk = Warehouse office staff including the Vault.
- Maintenance II = Doing skilled electrical, plumbing or carpentry in excess of 50% of their time.

(c) Wages

Employees attaining the hours needed for a step raise shall receive the monetary increase immediately and begin accumulating hours toward the next goal increase.

Employees, members of the Reserves of the Armed Forces or National Guard who are required to attend an annual Active-Duty Training period, shall continue to accumulate hours toward their next pay bracket while on such annual training. Such accumulation shall not exceed two (2) weeks per year.

The Parties agree to continue to recognize and maintain employee rights as required by USSERA and/or applicable State or Federal statutes and/or regulations.

APPENDIX "A" - WAREHOUSE WAGES

Appendix "A-1" Wages (Non-Top of Scale Steps)

Service Assistants		Service Clerks		Meat Cutters		Truck Driver *	
<u>Hours</u>	<u>Rate</u>	<u>Hours</u>	<u>Rate</u>	<u>Hours</u>	<u>Rate</u>	<u>Hours</u>	<u>Rate</u>
First 1040	\$17.50	First 1040	\$18.50	First 800	\$19.00	First 1040	\$21.50
Next 1040	\$18.50	Next 1040	\$19.50	Next 800	\$20.00	Next 1040	\$22.50
Next 1040	\$19.50	Next 1040	\$20.50	Next 1040	\$21.00	Next 1040	\$23.50
Next 1040	\$20.50	Next 1040	\$21.50	Next 1040	\$22.50	Next 1040	\$24.50
Next 1040	\$21.50	Next 1040	\$22.50	Next 1040	\$23.50	Next 1040	\$25.50
Next 1040	\$22.50	Next 1040	\$23.50	Next 1040	\$24.50	Next 1040	\$26.50
Next 1040	\$23.50	Next 1040	\$24.50	Next 1040	\$25.50	Next 1040	\$27.50
Next 1040	\$24.50	Next 1040	\$26.00	Next 1040	\$26.50	Next 1040	\$29.00

(See Appendix A-2 for Top of Scale Rates)

Service Assistants

Effective the first full pay period after 2/1/2022 all Service Assistants who are on non-Top of Scale steps will have their current hourly rate increased by \$.50 and move to the corresponding step on the above scale. Their goal hours will not be reset.

Service Clerks

Effective the first full pay period after 2/1/2022 all Service Clerks who are on non-Top of Scale steps will have their current hourly rate increased by \$.50 and move to the corresponding step on the above scale. Their goal hours will not be reset.

Meat Cutters

Effective the first full pay period after 2/1/2022 all Meat Cutters who are on non-Top of Scale steps will have their current hourly rate increased by \$.50 and move to the corresponding step on the above scale. Their goal hours will not be reset.

Truck Drivers

Effective the first full pay period after 2/1/2022 all Business Center Truck Drivers who are on non-Top of Scale steps will have their current hourly rate increased by \$.50 and receive a \$1.50 Truck Driver premium and move to the corresponding step on the above scale. Their goal hours will not be reset. **Note** - *Previous Truck Driver premium is included in the scale.

Retroactive Wages

Upon contract ratification, the **Non-Top of Scale Increase** of \$0.50 per hour will be retroactive to the first full pay period after 2/1/2022.

Upon contract ratification, the **Top of Scale Increase for Assistants** of \$0.83 will be retroactive to the first full pay period after 2/1/2022, and \$0.50 per hour will be retroactive to the first full pay period after 7/1/2022.

Upon contract ratification, the **Top of Scale Increase for Clerks** of \$0.93 will be retroactive to the first full pay period after 2/1/2022, and \$0.50 per hour will be retroactive to the first full pay period after 7/1/2022.

Upon contract ratification, the **Top of Scale Increase for Meat Cutters** of \$1.13 will be retroactive to the first full pay period after 2/1/2022, and \$0.50 per hour will be retroactive to the first full pay period after 7/1/2022.

Upon contract ratification, the **Top of Scale Increase for Business Center Truck Drivers** of \$2.43 (consisting of the \$1.50 driver premium and \$0.93 increase) will be retroactive to the first full pay period after 2/1/2022, and \$0.50 per hour will be retroactive to the first full pay period after 7/1/2022.

Appendix "A-2" Wages (Top of Scale)

Effective the first full pay period after below dates:	Service Assistants	Service Clerks	Meat Cutters	Truck Driver *
	Top of Scale	Top of Scale	Top of Scale	Top of Scale
2/1/22	\$26.25	\$27.95	\$29.45	\$30.95
7/1/22	\$26.75	\$28.45	\$29.95	\$31.45
2/1/23	\$27.35	\$29.05	\$30.55	\$32.05
2/1/24	\$27.95	\$29.65	\$31.15	\$32.65

**Truck Driver rates include a total premium of \$3.00*

Service Assistants

Effective the first full pay period after 2/1/2022 Service Assistants at Top of Scale will move from \$25.42 to \$26.25

Effective the first full pay period after 7/1/2022 Service Assistants at Top of Scale will move from \$26.25 to \$26.75

Effective the first full pay period after 2/1/2023 Service Assistants at Top of Scale will move from \$26.75 to \$27.35 Effective the first full pay period after 2/1/2024 Service Assistants at Top of Scale will move from \$27.35 to \$27.95

Service Clerks

Effective the first full pay period after 2/1/2022 Service Clerks at Top of Scale will move from \$27.02 to \$27.95

Effective the first full pay period after 7/1/2022 Service Clerks at Top of Scale will move from \$27.95 to \$28.45

Effective the first full pay period after 2/1/2023 Service Clerks at Top of Scale will move from \$28.45 to \$29.05 Effective the first full pay period after 2/1/2024 Service Clerks at Top of Scale will move from \$29.05 to \$29.65

Meat Cutters

Effective the first full pay period after 2/1/2022 Meat Cutters at Top of Scale will move from \$28.32 to \$29.45

Effective the first full pay period after 7/1/2022 Meat Cutters at Top of Scale will move from \$29.45 to \$29.95

Effective the first full pay period after 2/1/2023 Meat Cutters at Top of Scale will move from \$29.95 to \$30.55 Effective the first full pay period after 2/1/2024 Meat Cutters at Top of Scale will move from \$30.55 to \$31.15

Business Center Truck Drivers

*Top of Scale Drivers will also receive an additional \$1.50 Truck Driver Premium to their Top of Scale wage.

Effective the first full pay period after 2/1/2022 Truck Drivers at Top of Scale will move from \$28.52 to \$ 30.95

Effective the first full pay period after 7/1/2022 Truck Drivers at Top of Scale will move from \$30.95 to \$31.45

Effective the first full pay period after 2/1/2023 Truck Drivers at Top of Scale will move from \$31.45 to \$32.05

Effective the first full pay period after 2/1/2024 Truck Drivers at Top of Scale will move from \$32.05 to \$32.65

APPENDIX "B" EXTRA CHECKS

April 2022

Service Assistants

0-9 Years	10-14 Years	15-19 Years	20+Years
\$2,150	\$2,450	\$3,000	\$3,400

Service Clerks/Meat Cutters/Drivers

0-9 Years	10-14 Years	15-19 Years	20+Years
\$2,200	\$2,650	\$3,250	\$3,650

October 2022

Service Assistants

\$2,400	\$2,700	\$3,250	\$3,900	\$4,400
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Service Clerks/Meat Cutters/Drivers

\$2,450	\$2,900	\$3,500	\$4,150	\$4,650
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2023 / 2024

Service Assistants

0-9 Years		10-14 Years		15-19 Years		20-24 Years		25+ Years	
April	October	April	October	April	October	April	October	April	October
\$2,400	\$2,400	\$2,700	\$2,700	\$3,250	3,250	\$3,900	\$3,900	\$4,400	\$4,400

Service Clerks/Meat Cutters/Drivers

0-9 Years		10-14 Years		15-19 Years		20-24 Years		25+ Years	
April	October	April	October	April	October	April	October	April	October
\$2,450	\$2,450	\$2,900	\$2,900	\$3,500	\$3,500	\$4,150	\$4,150	\$4,650	\$4,650

Extra Check Measurement Period end dates, and required hours:

Required Hours

Hired prior to 2/1/13-9200 Hours

Hired on or after 2/1/13-12,400 Hours

Measurement Period End Date	Paycheck	Year
March 13	April 1	2022
September 11	September 30	2022
March 12	March 31	2023
September 17	October 6	2023
March 17	April 5	2024
September 15	October 4	2024

EXTRA CHECK ELIGIBILITY

Employees actively employed on the paycheck date listed above, who have been paid the required number of hours through continuous employment, will be eligible for an Extra Check. The initial Extra Check will be prorated based on the number of hours paid after reaching the required number of hours. The check will be received on the paycheck dates listed above.

To qualify for the entire payment, you must have been paid a minimum of one thousand (1,000) hours in the six (6) month period immediately preceding the Extra Check measurement period end date. An accelerated accrual for hours worked on Sunday by full-time employees will be applied towards the one thousand (1000) paid hours.

If you work less than 1,000 hours in the six (6) month period preceding the measurement period end dates, you will receive a prorated Extra Check based on hours paid. The formula will be:

Accumulated hours worked divided by one thousand (1,000) X entire Extra Check amount = amount due employee. Years of continuous service are determined as of April 1 for the March Extra Check payment, and as of October 1 for the September Extra Check payment.

APPENDIX "C" - PREMIUMS

In addition to any other premiums found in the agreement, the following also applies:

Forklift / Electric Pallet Jack Premium

Employees will receive a \$1.00 per hour premium in addition to their normal rate of pay for all time spent operating a forklift or EPJ.

Upon ratification, the Forklift/EPJ Premium pay shall be retroactive to February 1, 2022

Pharmacy Technician Premium

Pharmacy Technician employees will receive a \$2.00 per hour premium in addition to their normal rate of pay.

Upon ratification, Pharmacy Technician Premium pay shall be retroactive to February 1, 2022

APPENDIX "D" - DELIVERY / BUSINESS CENTER PROGRAM

(a) Business Delivery

Classifications of employees working in a Business Delivery warehouse are as follows:

1. Service Clerk - Delivery Drivers, Payroll Clerks and Forklift Drivers
2. Service Assistant - All other hourly union employees regardless of job assignment.

(b) Business Center

A Business Center Warehouse is one that contains both Business Delivery functions in addition to job classifications found in traditional Costco Wholesale Warehouses. Although a Business Center is open to the public it is designed more for the business member:

1. Classifications unique to the Business Center warehouse are as follows:
2. Service Clerk: Account Representative, Accounts Receivable
3. Service Assistants: Order Takers, Pickers (utilizing an electric pallet jack), Copy Center and Delivery Router. It is understood that all other Classifications listed in Appendix "A" of the Collective Bargaining Agreement apply to the Business Center except as provided above. As such, when a Business Delivery location is transitioned to a Business Center, the following Business Delivery Service Assistant positions will become Service Clerk: Receiving Clerks, Administration (i.e., Sales Audit, Vault, and Inventory Auditor).
4. The Account Manager is considered a salaried non-union position.

(c) Delivery Drivers

Delivery Drivers and Back-up Delivery Drivers are considered posted positions under the following provisions:

1. **Postings are awarded by seniority in the following order:**
 - (a) Current Back-up Drivers
 - (b) Other employees meeting the minimum qualification requirements

(d) Bidding

When for any reason an employee transfers into Business Delivery as a Delivery Driver, said employee will maintain seniority for all purposes except for route bidding purposes, for which their transfer in-date will be the effective date for route bidding.

2. Minimum Qualification

(a) Must have Commercial Driver's (Class "B") Permit. (This authorizes an employee to drive a Class "B" vehicle provided the employee is accompanied by a fully qualified and licensed individual.)

(b) Must pass state pre-trip and driving test for Class "B" license within thirty (30) calendar days of posting into the position. The pre-trip and driving test must be scheduled for the first available appointment with the local office of the State Department of Motor Vehicles.

(c) If the employee fails the state pre-trip and driving test, the employee may be returned to his/her former position and the posting will be offered to the next qualified applicant.

(d) Company will reimburse employee for direct expenses involved in obtaining the Class "B" License including the recurrent DOT physical once the employee is awarded a Driver position and obtains the full Class "B" License.

3. Probationary Period for Drivers: One hundred twenty (120) days.

4. Class "A" Drivers: Drivers that are Class "A" certified will receive an additional one dollar and fifty cent (\$1.50) an hour premium while performing the work in equipment in excess of 26,000 pounds (Class "A" requirement).

In the time leading up to delivery trucks leaving, salaried, Picking Manager (Business Delivery), Assistant Picking Manager (Business Delivery) may perform hands on bargaining unit work in the area of preparing the truckloads for departure.

In the event that a driver tests positive based on the D.O.T. required, random testing program, the Company agrees that said driver shall be eligible for a one-time reinstatement if said driver completes an approved rehabilitation program.

The driver shall remain off of the job until such time as completion/enrollment in an approved plan allows for the driver to perform his/her duties.

The Company reserves the right to offer this program to a Business Delivery driver based on all factors involving said driver's overall work performance.

(e) Bidding

In January and July, start times for drivers will be rebid. Start times will be associated with a geographic area as determined by management. Specific assignments within the geographic area will be made at management's discretion. The posting for the rebid will include the start time and the associated general geographic area. The bid period shall be announced, and all drivers must rebid within ten (10) days of the time the rebid is posted. Start times will be awarded by seniority. Start times will be implemented in February and August respectively. Generally, drivers will remain in the geographic area associated with their start time and shall be moved only when business needs occur that would necessitate going outside of their geographic area.

It is the Company's intention to maintain regular start times based on geographic route groupings. However, times may be adjusted based on business volume fluctuations due to such things as holidays and cyclical order patterns.

(f) Open Bids

In the event that it is determined that additional regular drivers are needed for a specific start time, the open start time will be posted. The posting shall include the start time and associated geographic area. Postings will be awarded by seniority.

LETTER OF UNDERSTANDING – BUSINESS CENTER DRIVERS

Costco Business Delivery, Hayward, South San Francisco, San Jose

On an as-needed basis, Hayward, South San Francisco (SSF), and San Jose drivers may be shifted from one facility to another on the basis of seniority, or if possible, drivers can volunteer to work at the other facility if it is in need of drivers.

Other non-driver SSF and San Jose employees, such as stockers and order pickers, may be utilized as drivers on an as-needed basis. In the event that a San Jose or SSF employee works a total of 800 hours in the capacity of a fill-in driver in the prior twenty-six consecutive pay periods, the most senior SSF employee that works in this same fill-in driver capacity, shall be promoted to a driver, and will become part of the existing bargaining unit.

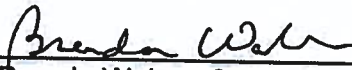
Should a driver be demoted, either involuntarily or voluntarily, they will have the option of demoting into the bargaining unit at the Hayward facility under Article XX- Promotions & Demotions of the existing collective bargaining agreement or be considered for a transfer into the non-represented portion of the San Jose or SSF facility under the provisions of the Employee Agreement.

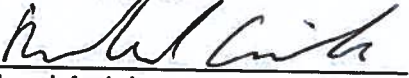
Bidding of routes shall be limited to each facility independently and will not be cross-bid between facilities. The Employer shall have the right to move routes and decide which facility will service which geographical areas.

Any further operational issues that have not been covered shall be worked out by the parties and incorporated into this letter of understanding.

Reaffirmed this _____ day of _____, 2023.


For the Employer:


Brenda Weber, Senior Vice President
Human Resources


Richard Arriola
Labor Relations Director


Fletcher Evans
Labor Relations

For the Union:


Tom Erickson, International Vice-President
International Brotherhood of Teamsters


Mike Pharris, Co-Chairperson
Secretary Treasurer Teamsters #166


Jaime Vasquez, Co-Chairperson
Secretary Treasurer Teamsters #542

LETTER OF UNDERSTANDING - PHARMACY

Effective February 1, 1998, the Pharmacy Department shall consist of Licensed Pharmacy Clerks and Pharmacy Assistants. Licensed Pharmacy Clerks shall no longer receive a \$1.00 premium. All Licensed Pharmacy Clerks receiving the premium on February 1, 1998 shall be grandfathered and continue to receive the premium. All non-licensed Pharmacy Clerks classified as Service Clerks on February 1, 1998 shall continue to be Service Clerks.

Licensed Pharmacy Clerk is a posted position and classified as Service Clerk subject to current rates and progression. To qualify, employees must be licensed by the State of California. Such employees are permitted by Board of Pharmacy Regulations to perform expanded functions with respect to assisting the Pharmacist in the filling of prescriptions.

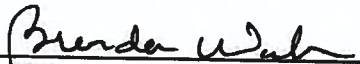
In the case of staffing a new Pharmacy operation, Pharmacy Clerk and Pharmacy Assistant positions will be posted. However, the Company will announce openings and position requirements in order to "solicit interest" from existing employees. Those existing employees with similar past experience will be considered before anyone from outside the Company.

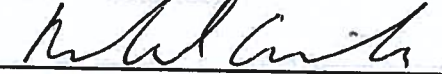
In established Pharmacies, the position of Pharmacy Assistant will be a posted position, subject to testing similar to the Warehouse Administrative Clerk. The Pharmacy Clerk position shall be posted with the minimum qualifications as stipulated above. The Company may hire from outside if there are no qualified current employees.


The parties agree that to insure proficiencies exist in all aspects of the Pharmacy operations; some shifts may be switched to familiarize employees with all the Pharmacy operations from time to time.

Reaffirmed this _____ day of _____, 2023.


For the Employer:


Brenda Weber, Senior Vice President
Human Resources


Richard Arriola
Labor Relations Director


Fletcher Evans
Labor Relations

For the Union:


Tom Erickson, International Vice-President
International Brotherhood of Teamsters


Mike Pharris, Co-Chairperson
Secretary Treasurer Teamsters #166


Jaime Vasquez, Co-Chairperson
Secretary Treasurer Teamsters #542

LETTER OF UNDERSTANDING - ATTENDANCE POLICY

Conversion to New Attendance Policy

The parties agree that the current attendance policy will be modified to the proposed Attendance Policy on February 1, 2023. At that time all current instances of absenteeism, and any discipline that may be associated with them, will be removed from the employee's file. Employees will start with zero instances of absenteeism on this same date.

Affirmed this _____ day of _____, 2023.

For the Employer:

Brenda Weber
Brenda Weber, Senior Vice President
Human Resources

Richard Arriola
Richard Arriola
Labor Relations Director

Fletcher Evans
Fletcher Evans
Labor Relations

For the Union:

Tom Erickson
Tom Erickson, International Vice-President
International Brotherhood of Teamsters

Mike Pharris
Mike Pharris, Co-Chairperson
Secretary Treasurer Teamsters #166

Jaime Vasquez 4/20/23
Jaime Vasquez, Co-Chairperson
Secretary Treasurer Teamsters #542

LETTER OF UNDERSTANDING - 401(k)

The following schedule of changes shall be made to the 401(k) Plan for Union Employees. Employees must meet the eligibility requirements for the 401(k) Plan to receive the following contributions and matching funds. Please refer to the Summary Plan Description for specific rules and guidelines.

1998

Employees who are actively employed with the Company on December 31, 1998, and who are eligible for participation in the Company's 401(k) Plan, shall receive a contribution into their 401(k) Plan based on all straight time hours from February 1, 1998, through December 31, 1998, including Sunday, up to a maximum of one hundred seventy-three (173) hours per month.

Employees who reach their fifth (5th) anniversary up to their ninth (9th) anniversary during the calendar year 1998:

\$.15/hour

Employees who reach their tenth (10th) anniversary or greater during the calendar year 1998:

\$.25/hour

Beginning February 1, 1998, the Company will contribute a match of \$0.50 for every \$1.00 that an employee contributes to the 401(k) Plan up to the first \$400.00 contributed by the employee each year. The maximum matching contribution for each year is \$200.00. This contribution will be made each pay period in which a payroll deduction occurs.

1999

Employees who are actively employed with the Company on December 31, 1999, and who are eligible for participation in the Company's 401(k) Plan, shall receive a contribution into their 401(k) Plan based on all straight time hours worked from January 1, 1999, through December 31, 1999, including Sunday, up to a maximum of one hundred seventy-three (173) hours per month.

Employees who reach their fifth (5th) anniversary up to their ninth (9th) anniversary during the calendar year 1999:

\$.15/hour

Employees who reach their tenth (10th) anniversary or greater during the calendar year 1999:
\$.25/hour

2000

Employees who are actively employed with the Company on December 31, 2000, and who are eligible for participation in the Company's 401(k) Plan, shall receive a contribution into their 401(k) Plan based on all straight time hours worked from January 1, 2000, through December 31, 2000, including Sunday, up to a maximum of one hundred seventy-three (173) hours per month.

Employees who reach their fifth (5th) anniversary up to their ninth (9th) anniversary during the calendar year 2000: \$.20/hour

Employees who reach their tenth (10th) anniversary or greater during the calendar year 1998:
\$.30/hour

Beginning February 1, 2000, the Company will contribute a match of \$0.50 for every \$1.00 that an employee contributes to the 401(k) Plan up to the first \$500.00 contributed by the employee each year. The maximum matching contribution for each year is \$250.00. This contribution will be made each pay period in which a payroll deduction occurs.

2007

Employees who are actively employed with the Company on December 31, 2007, and who are eligible for participation in the Company's 401(k) Plan, shall receive a contribution into their 401(k) Plan based on all straight time hours worked from February 1, 2007, through December 31, 2007, including Sunday, up to a maximum of one hundred seventy-three (173) hours per month as follows:

401(k) Hourly Contributions Service Assistants/ Service Clerks Meat Cutters / Drivers	Year 1 February 2007	Year 2 February 2008	Year 3 February 2009
0 to 4 years	\$0.05	\$0.05	\$0.05
5 to 9 years	\$0.25	\$0.30	\$0.35
10 to 19 years	\$0.40	\$0.45	\$0.50
20 plus years	\$0.50	\$0.55	\$0.60

2010/2011/2012

Employees who are actively employed with the Company on December 31, 2010, and each subsequent year listed below, who are eligible for participation in the Company's 401(k) Plan, shall receive a contribution into their 401(k) Plan based on all straight time hours worked from February 1, 2010, through December 31, 2010, and each subsequent time period for the years listed, including Sundays, up to a maximum of one hundred seventy-three (173) hours per month as follows:

401(k) Hourly Contributions Service Assistants/ Service Clerks Meat Cutters / Drivers	Year 1 February 2010	Year 2 February 2011	Year 3 February 2012
0 to 4 years	\$0.05	\$0.05	\$0.05
5 to 9 years	\$0.35	\$0.35	\$0.35
10 to 19 years	\$0.50	\$0.50	\$0.50
20 plus years	\$0.60	\$0.60	\$0.60

2013/2014/2015

* Employees who are actively employed with the Company on December 31, 2013, and each subsequent year listed below, who are eligible for participation in the Company's 401(k) Plan, shall receive a contribution into their 401(k) Plan based on all straight time hours worked from January 1, 2013, through December 31, 2016, and each subsequent time period for the years

listed, including Sundays, up to a maximum of one hundred seventy-three (173) hours per month as follows:

401(k) Hourly Contributions Service Assistants/ Service Clerks Meat Cutters / Drivers	Year 1 2013	Year 2 2014	Year 3 2015
0 to 4 years	\$0.05	\$0.05	\$0.05
5 to 9 years	\$0.15	\$0.15	\$0.15
10 to 19 years	\$0.37	\$0.37	\$0.37
20 plus years	\$0.47	\$0.47	\$0.47

* 401(k) contribution rate changes were based on deferral from 401(k) plan to Western Conference of Teamsters Pension Plan.

2016/2017/2018

Employees who are actively employed with the Company on December 31, 2016, and each subsequent year listed below, who are eligible for participation in the Company's 401(k) Plan, shall receive a contribution into their 401(k) Plan based on all straight time hours paid from January 1, 2016, through December 31, 2018, and each subsequent time period for the years listed, including Sundays, up to a maximum of one hundred seventy-three (173) hours per month as follows:

401(k) Hourly Contributions Service Assistants/ Service Clerks Meat Cutters / Drivers	Year 1 2016	Year 2 2017	Year 3 2018
0 to 4 years	\$0.05	\$0.05	\$0.05
5 to 9 years	\$0.15	\$0.15	\$0.15
10 to 19 years	\$0.37	\$0.37	\$0.37
20 plus years	\$0.47	\$0.47	\$0.47

2019/2020/2021

Employees who are actively employed with the Company on December 31, 2018, and each subsequent year listed below, who are eligible for participation in the Company's 401(k) Plan, shall receive a contribution into their 401(k) Plan based on all straight time hours paid from January 1, 2019, through December 31, 2021, and each subsequent time period for the years listed, including Sundays, up to a maximum of one hundred seventy-three (173) hours per month as follows:

401(k) Hourly Contributions Service Assistants/ Service Clerks Meat Cutters / Drivers	Year 1 2019	Year 2 2020	Year 3 2021
0 to 4 years	\$0.05	\$0.05	\$0.05
5 to 9 years	\$0.15	\$0.15	\$0.15
10 to 19 years	\$0.37	\$0.37	\$0.37
20 plus years	\$0.47	\$0.47	\$0.47

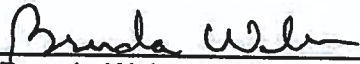
2022/2023/2024

Employees who are actively employed with the Company on December 31, 2022, and each subsequent year listed below, who are eligible for participation in the Company's 401(k) Plan, shall receive a contribution into their 401(k) Plan based on all straight time hours paid from January 1, 2022, through December 31, 2024, and each subsequent time period for the years listed, including Sundays, up to a maximum of one hundred seventy-three (173) hours per month as follows:

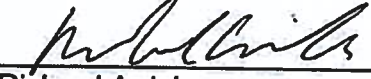
401(k) Hourly Contributions Service Assistants/ Service Clerks Meat Cutters / Drivers	Year 1 2022	Year 2 2023	Year 3 2024
0 to 4 years	\$0.05	\$0.05	\$0.05
5 to 9 years	\$0.15	\$0.15	\$0.15
10 to 19 years	\$0.37	\$0.37	\$0.37
20 plus years	\$0.47	\$0.47	\$0.47

Reaffirmed this _____ day of _____, 2023.

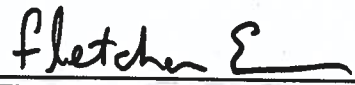
For the Employer:



Brenda Weber, Senior Vice President
Human Resources




Richard Arriola
Labor Relations Director



Fletcher Evans
Labor Relations

For the Union:



Tom Erickson, International Vice-President
International Brotherhood of Teamsters



Mike Pharris, Co-Chairperson
Secretary Treasurer Teamsters #166



Jaime Vasquez, Co-Chairperson
Secretary Treasurer Teamsters #542

LETTER OF UNDERSTANDING Elimination of Article XXI,

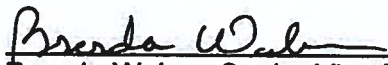
(c) East Coast Contract (Promotions to Service Clerk)

The Company and the Union have endeavored to correct discrepancies in pay for employees who are receiving pay that may be out of compliance with those rates listed in Appendix "A" of the Agreement. In order to standardize and adjust pay rates to be in compliance with Appendix "A", the Company will notify the member and the Union of the pay discrepancy. For a period of no less than sixty (60) days, the Company will work with the employee to place said employee in a position commensurate with the rate of pay the employee was receiving at the time of the notification. During this period of time the employee will maintain the rate of pay that was in place at the time of notification. If after sixty (60) days the employee cannot be placed into a position commensurate with their pay rate, the employee may exercise their rights under Article XXVII, (b). If the employee declines to exercise said rights, the employee will be reduced to the appropriate rate as a Service Assistant. Employees declining Service Clerk work will be paid at the lower classification.


Employees who have earned their Clerk classification through Article XXI, (c) East Coast Contract (Promotions to Service Clerk), and are still in a Service Assistant position, are grandfathered with Service Clerk classification pay rate unless they should bid into another job that has a lower rate of pay. Additionally, employees who were in a Service Clerk position and moved by the Company and allowed to keep their Service Clerk status are grandfathered and shall maintain the Service Clerk rate of pay unless posting into a different position within a different classification.

Affirmed this _____ day of _____, 2023.

For the Employer:

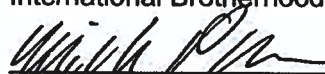

Brenda Weber, Senior Vice President
Human Resources


Richard Arriola
Labor Relations Director


Fletcher Evans
Labor Relations

For the Union:


Tom Erickson, International Vice-President
International Brotherhood of Teamsters


Mike Pharris, Co-Chairperson
Secretary Treasurer Teamsters #166


Jaime Vasquez, Co-Chairperson
Secretary Treasurer Teamsters #542

LETTER OF UNDERSTANDING – CAMERAS

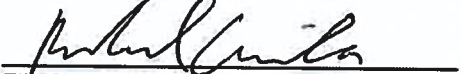
The Company may utilize camera surveillance for security, safety and investigations. The Union may notify employees through a posting on the Union Bulletin Board under the provisions of Article XXVI (b), Bulletin Boards.

Reaffirmed this _____ day of _____, 2023

For the Employer:



Brenda Weber, Senior Vice President
Human Resources



Richard Arriola
Labor Relations Director



Fletcher Evans
Labor Relations

For the Union:



Tom Erickson, International Vice-President
International Brotherhood of Teamsters



Mike Pharris, Co-Chairperson
Secretary Treasurer Teamsters #166



Jaime Vasquez, Co-Chairperson
Secretary Treasurer Teamsters #542

LETTER OF UNDERSTANDING – Combo Classification

Effective February 1, 2022, it will be recognized that the “Combo” is not a contractual posting/position and will no longer be utilized for scheduling or posting provisions. All current “Combo” positions shall be reassigned to a specific home department, and the employee will be eligible to utilize their seniority under all provisions of the CBA.

Reaffirmed this _____ day of _____, 2023

For the Employer:

For the Union:



Brenda Weber, Senior Vice President
Human Resources



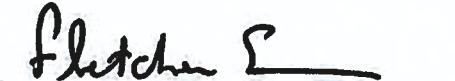
Tom Erickson, International Vice-President
International Brotherhood of Teamsters



Richard Arriola
Labor Relations Director



Mike Pharris, Co-Chairperson
Secretary Treasurer Teamsters #166



Fletcher Evans
Labor Relations

 4/20/23

Jaime Vasquez, Co-Chairperson
Secretary Treasurer Teamsters #542

LETTER OF UNDERSTANDING – TEMPORARY MANAGERS

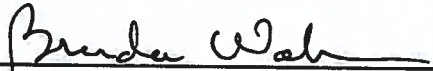
The Company may utilize union members, on a temporary basis, to perform work as a temporary manager. The union member must replace a specific identified manager who is out on a leave of absence and will not be able to perform bargaining unit work (unless allowed in the Agreement e.g., Bakery Manager, Center Manager). The Temporary Manager will remain an active union member, work in their home warehouse, and not have the ability to hire/fire/issue discipline.

Management will notify both the Local Union and Labor Relations in writing of who is affected, who and what position is being replaced, and the start and anticipated end date.


The parties shall meet no later than 90 days from the execution of this LOU to discuss the duration and number of managers over an agreed-upon duration of time.

Affirmed this _____ day of _____, 2023

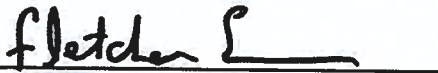
For the Employer:



Brenda Weber, Senior Vice President
Human Resources



Richard Arriola
Labor Relations Director



Fletcher Evans
Labor Relations


For the Union:



Tom Erickson, International Vice-President
International Brotherhood of Teamsters



Mike Pharris, Co-Chairperson
Secretary Treasurer Teamsters #166



Jaime Vasquez, Co-Chairperson
Secretary Treasurer Teamsters #542

LETTER OF UNDERSTANDING – LOT SECURITY PREMIUM

This letter shall serve to confirm the understanding reached by the undersigned parties regarding the establishment of a \$1.50 per hour premium for employees who use their personal vehicle while monitoring the lot. Employees will need to job transfer at the time clock to "Lot Security" before performing lot security work.

Affirmed this _____ day of _____, 2023

For the Employer:

Brenda Weber
Brenda Weber, Vice President
Human Resources

Richard Arriola
Richard Arriola
Labor Relations Director

Fletcher Evans
Fletcher Evans
Labor Relations

For the Union:

Tom Erickson
Tom Erickson, International Vice-President
International Brotherhood of Teamsters

Mike Pharris
Mike Pharris, Co-Chairperson
Secretary Treasurer Teamsters #166

Jaime Vasquez 4/20/23
Jaime Vasquez, Co-Chairperson
Secretary Treasurer Teamsters #542

EMPLOYEE ATTENDANCE POLICY - ATTENDANCE & TARDIES

ATTENDANCE

When an employee is absent from work for four (4) or more **unpaid** occasions in a twelve (12) month period, the employee will be subject to the following progressive discipline:

Progressive Discipline Steps	Action Taken
1 st unpaid instance	No Discipline
2 nd unpaid instance	No Discipline
3 rd unpaid instance	No Discipline
4 th unpaid instance	Verbal
5 th unpaid instance	Written 1
6 th unpaid instance	Written 2-with suspension
7 th Unpaid instance	Written 3-with suspension pending termination

Corrective Consultation will be valid from twelve (12) months of the occurrence.

TARDY

When an employee is tardy on three (3) separate occasions of four (4) minutes or more and/or two (2) occasions of thirty (30) minutes or more in a rolling thirty (30) day period this will be considered excessive tardiness. Progressive discipline will be as follows:

Progressive Discipline Steps	Number of Tardies in a rolling thirty (30) day period	Action Taken
Step One (1)	Three (3) tardies in a rolling thirty (30) day period	Verbal Corrective Consultation
Step Two (2)	Three (3) tardies in a rolling thirty (30) day period	Written Corrective Consultation
Step Three (3)	Three (3) tardies in a rolling thirty (30) day period	Written Corrective Consultation and possible suspension and/or Termination

Corrective Consultations are valid six (6) months from the date of issuance.

Example:

- Tardy on 2-17-22 six (6) minutes late (1st tardy)
- Tardy on 2-22-22 four (4) minutes late (2nd tardy 5 days after 1st tardy)
- Tardy on 3-15-22 four (4) minutes late (3rd tardy 27 days after 1st tardy)

This is subject to a verbal corrective consultation and will be valid for six (6) months from the day of issuance.

ERROR PERFORMANCE STANDARDS

The below information is provided for informational purposes only and is not intended to be subject to collective bargaining.

POLICY AND OBJECTIVE

Prior to termination (for reasons other than for sufficient and proper cause) a course of progressive disciplinary action will be pursued for hourly employees for standard performance errors. This policy is to ensure employees understand the requirements of their job and are given an opportunity to correct their errors.

To define standard performance error progression and related disciplinary action, including:

- Register/Terminal Transaction Errors
- Administration Performance Errors
- Warehouse Performance Errors
- Forklift and Power Equipment Accidents/Incidents

DEFINITIONS

Transaction Error - Includes, but not limited to, cash overages or shortages, charge card processing errors, over-ring / no-ring errors, void or drop errors, mis-tendered checks, unsigned or improperly written checks, invoice errors, adjustment errors, or other register-related responsibilities.

Corrective Consultation - All formal documented consultations for performance related offenses, violations of policies, procedures, or rules using a Corrective Consultation form.

Informal Consultation - A work violation discussion performed by a Manager at the outset of a performance problem. It is intended to educate and caution employee prior to initiating documented progressive discipline (verbal or written corrective consultation). This dialogue must be noted in a Communications Log, or by using a Corrective Consultation form clearly marked as an "Informal Consultation".

Window Week - Any five (5) consecutive work day period.

REGISTER/TERMINAL TRANSACTION ERRORS

Employees affected include, but are not limited to, those performing work using cash registers and terminals.

I. Overages/shortages, or cashiering errors that result in loss to the Company.

- A.** Major shortages resulting in a loss to the Company and audited to reveal procedural violations, may result in removal from the register and/or discipline up to termination on a first offense. An employee removed from the register for such a discrepancy shall be reduced to Service Assistant and be assigned to the front end and shall not be assigned to cashier responsibilities.
- B.** The progression of errors and actions to be taken for each level of offense are as follows:

TYPE OF ERROR		ACTION
1 error of \$20 or more, or a combined error total of \$20 or more (less than \$100) in a rolling window week	1 error of \$100 or more, or a combined error total of \$100 or more, in a rolling window week	
1st		Informal Corrective Consultation
2nd	1st	Verbal Corrective Consultation
3rd		Written Corrective Consultation
4th	2nd	Written Corrective Consultation & formal retraining
5th	3rd	Termination (or suspension*)

* A 30-day suspension from ringing may be imposed at the Company's discretion in lieu of termination based on the nature of the transaction errors.

C. Nothing in the above policy restricts the Company from terminating any employee for dishonesty or gross negligence.

D. Example 1

\$125 short 1st offense > \$100 Verbal Consultation

\$25 over 2nd offense > \$20 Written Consultation

\$115 over 3rd offense > \$100 Written Consultation + training

\$75 short 4th offense > \$20 Termination

II. **Other Transaction Errors Include but are not limited to:**

Charge card processing errors

Mis-tendered / unsigned checks

Over rings

Invoice errors

Void or drop errors

Door audits

Other register related responsibilities as procedures evolve.

Note: Any transactions errors, resulting in a loss to the Company, will also be subject to discipline as described for cash overages/shortages (Section I of these procedures).

A. Major shortages resulting in a loss to the Company and audited to reveal procedural violations may result in removal from the register and/or discipline up to termination on a first offense. An employee removed from the register for such a discrepancy shall be reduced to Service Assistant and be assigned to the front end and shall not be assigned to cashier responsibilities.

B. The progression of errors and actions to be taken are as follows:

4 OR MORE ERRORS IN ONE WINDOW WEEK	ACTION
1st	Informal Corrective Consultation
2nd	Verbal Corrective Consultation
3rd	Written Corrective Consultation
4th	Written Corrective Consultation & formal retraining
5th	Termination (or suspension*)

***A 30-day suspension from ringing** may be imposed at the Company's discretion in lieu of termination based on the nature of the transaction errors.

Note: When a consultation reaches the six-month window "drop off" point, the whole consultation, and all of the errors involved in that consultation, shall be removed (as opposed to removing the occurrence of a specific error and regrouping).

ADMINISTRATION PERFORMANCE ERRORS

Employees affected include but are not limited to: Admin Clerks (i.e., Inventory Auditors, Vault Clerks, Payroll Clerks, EDP Operators), and Tire Center Employees (or any other employee involved with invoices).

A. Performance Errors include, but are not limited to:

- | | |
|---------------------|-----------------|
| Cash deposit errors | Encoding errors |
| Recording errors | Input errors |
| Adjustment errors | |

Note: Any transactions errors, resulting in a loss to the Company, will also be subject to discipline as described for cash overages/shortages (Section I of these procedures).

B. Major shortages resulting in a loss to the Company and audited to reveal procedural violations, may result in removal from the position and/or discipline up to termination on a first offense. An employee removed from the position for such a discrepancy shall be reduced to Service Assistant and be assigned to the front end and shall not be assigned to cashier responsibilities.

C. The progression of errors and actions to be taken are as follows:

3 OR MORE ERRORS IN ONE WINDOW WEEK	ACTION
1st	Informal Corrective Consultation
2nd	Verbal Corrective Consultation
3rd	Written Corrective Consultation
4th	Written Corrective Consultation & formal retraining
5th	Termination (or suspension*)

***A 30-day suspension from the position may be imposed at the Company's discretion in lieu of termination based on the nature of the performance errors.**

D. Nothing in the above policy restricts the Company from terminating any employee for dishonesty or gross negligence.

WAREHOUSE PERFORMANCE ERRORS

Employees affected include, but are not limited to: Stockers, Markers, MPU Clerks, Delivery Pickers, Receivers, Forklift/Electric Pallet Jack Operators RTV Clerks, and other employees involved in the pricing of product.

A. Performance Errors include, but are not limited to:

- | | | | |
|---------------|------------|-----------------|----------|
| Mismarks | Misships | Damage | Mislinks |
| Misreceivings | MPU errors | Missigned bills | Mispicks |

B. Major shortages resulting in a loss to the Company and audited to reveal procedural violations, may result in removal from the position and/or discipline up to termination on a first offense. An employee removed from the position for such a discrepancy shall be reduced to Service Assistant and be assigned to the front end and shall not be assigned to cashier responsibilities.

C. The progression of errors and actions to be taken are as follows:

3 OR MORE ERRORS IN ONE WINDOW WEEK	ACTION
1st	Informal Corrective Consultation
2nd	Verbal Corrective Consultation
3rd	Written Corrective Consultation
4th	Written Corrective Consultation & formal retraining
5th	Termination (or suspension*)

*A suspension from the position may be imposed at the Company's discretion in lieu of termination based on the nature of the performance errors.

- D.** Nothing in the above policy restricts the Company from terminating any employee for dishonesty or gross negligence

FORKLIFT AND ELECTRIC PALLET JACK - ACCIDENTS / INCIDENTS

Employees affected include but are not limited to drivers and operators of forklifts and electric pallet jacks.

- A.** Performance errors include accidents, incidents, or safety violations.
- B.** In the event of an accident, incident, or safety violation involving another individual, the employee will be suspended from driving immediately pending investigation.
 - 1.** Service Clerk Drivers/operators who are removed from their position will be reassigned to the Front End per all of the provisions of Article XXI (b)1. of the Collective Bargaining Agreement, except the first sentence of that Article. Business Delivery Service Clerk Drivers/operators will be dealt with on a case-by-case basis.
 - 2.** Service Assistants who perform as temporary drivers/operators will be suspended from driving immediately and remain in their home department working in their regular capacity.
- C.** Employees removed from the forklift or electric pallet jack through the progressive discipline process shall be subject to a 30-day suspension and then returned to their former position. Further violations will be subject to review with the Warehouse Manager and Union official.
- D.** Employees involved in a serious incident, including but not limited to driver neglect or overt violation of driving policy will be removed from the lift indefinitely. Any future return to a driving position shall be subject to review between the Warehouse Manager and Union official.

- E.** Nothing stated above shall restrict the Company from immediately terminating a forklift driver/pallet jack operator whose violation of a safety procedure/policy causes an accident or injury or exempting them from any further driving. Such decisions will be made on a case-by-case basis pursuant to the specific facts of the case.

- F.** Violation of spotter and truck dock lock safety procedures will result in removal from position and possible termination on the first offence.

COMPANY RULES AND REGULATIONS

The below information is provided for informational purposes only and is not intended to be subject to Collective Bargaining.

MINOR OFFENSES

The following are examples of offenses, which are normally cause for disciplinary action: Verbal Warning, Written Warning. It is also possible; if the offense is serious, enough, that discharge could occur.

VIOLATION OF ANY OF THE FOLLOWING MAY BE CONSIDERED CAUSE FOR DISCIPLINARY ACTION OR DISCHARGE, DEPENDING ON THE SERIOUSNESS OF THE VIOLATION:

1. Repeated tardiness or absenteeism, even though reported.
2. Soliciting or collecting contributions for any purpose during actual working hours without permission of your supervisor or manager
3. Unsatisfactory work performance: not meeting Company requirements on quality, accuracy, quantity of general work performance.
4. Presenting the Company with a personal check which cannot be cashed by the Company due to insufficient funds, closing of account, etc.
5. Repeated garnishments, attachments, or other creditors actions
6. Participation in a business enterprise in direct competition with the Company's operations
7. Loafing or other abuse of time during working hours
8. Interfering with any employee's performance of duties by talking or other distractions
9. Any act or conduct which might endanger the safety of others.
10. Failure to report an injury or accident immediately.
11. Use of unauthorized parking areas, warehouse entrances and exits.
12. Malicious gossip or derogatory attacks on fellow employees
13. Making unnecessary noise or demonstration which might cause a disturbance.

14. Smoking in an unauthorized area, or at times not permitted
15. Distributing or posting written or printed matter of any description at any time in the working areas of Company premises without written permission
16. Violations of Company Policy or Procedure which have been given to the employee, posted, or read to the employee.
17. Defacing Bulletin Boards or notices posted thereon.
18. Any action which is detrimental to the orderly conduct of the business
19. Excessive failure to consistently or accurately swipe in or out at beginning and at end of shift, at beginning and at end of meal period, including swiping in early from your meal period. (Three (3) separate failures to swipe consistently or accurately in a thirty (30) day period is considered excessive.)
20. Failure to begin your meal period no later than the end of the 5th hour of work. Three (3) separate failures in a 30-day period is considered excessive.
21. No Call. Except in emergencies, failure to call out within two hours after the start of the scheduled shift.
22. No show. Failure to report for a scheduled shift within two hours of the start of the scheduled shift.
23. Failure to call out at least one hour prior to the start of the scheduled shift, or at the start of the shift if this is the first (1st) shift of the day.

THIS LIST IS NOT INTENDED TO BE ALL INCLUSIVE

MAJOR OFFENSES

The following are examples of what may be termed Major Offenses. These are willful and/or deliberate violations of safety rules or Company rules to such a degree that continued employment is not desirable. Discharge will be the normal action taken. However, a written warning or a disciplinary suspension could be used if there are mitigating circumstances, such as a long service employee with an excellent previous record.

VIOLATION OF ANY OF THE FOLLOWING MAY BE CONSIDERED CAUSE FOR IMMEDIATE DISCHARGE:

1. Acts of dishonesty towards the Company, customers, fellow-employees, or organizations servicing the Company (Add: including but not limited to grazing. Grazing includes, but is not limited to shelf stock, RTV merchandise (including merchandise being destroyed for credit) merchandise returned at membership, and any packages that become opened by either members during the course of the day or damaged while merchandising (i.e., blade cut, defective seams, etc.) Also included are Food Court and Fresh food products and any ingredients used in their preparation.)
2. Willfully falsifying any records, including employment applications or bond applications
3. Marking the time sheet of another or falsifying a time card or time sheet, or failure to conform to scheduled rest periods or lunch periods.
4. Leaving the Company premises during working hours without permission of a supervisor
5. Deliberately abusing, destroying, damaging, or defacing Company property, equipment, merchandise, or the property of others on Company premises
6. Creating or contributing to unsanitary or immoral conditions
7. Removal from office or warehouse of any Company merchandise or Company property unless paid for, or with the signed authorization from Management.
8. Fighting, striking, or attempting to strike another person, or any act or threat of violence occurring on Company premises or Company time.
9. Bringing liquor, narcotics or dangerous drugs into the Company premises or consuming liquor or using narcotics or dangerous drugs on Company premises or reporting for duty under the influence of liquor, narcotics or dangerous drugs
10. Carrying firearms or other dangerous weapons on Company premises

11. Gambling, in any form, on Company premises
12. Failure to return to work on expiration of vacation or leave, or after release by a doctor.
13. Insubordination – willful refusal to follow instructions of a supervisor.
14. Absence from work without authorized leave (unless due to a bona fide illness supported by a doctor's certificate) of five (5) or more consecutive shifts.
15. Conviction for a violation of any criminal law
16. Failure to strictly follow the required cashier check stand and receiving procedures or other similar policies and procedures established by the Company.
17. Going into restricted areas without authorization, or unauthorized presence on Company property outside of regular warehouse hours
18. Misusing or removing from the premises without written authorization, Company tools, equipment, employee lists, Company records, or confidential information of any nature
19. Willful, deliberate or repeated violations of safety, fire, or sanitary regulations
20. Accepting gratuities (gifts, presents, money, trips, etc.) from vendors, suppliers, customers, etc.
21. Violation of Company Policy prohibiting harassment or discrimination towards co-workers, vendors, members including, but not limited to sexual harassment and/or discrimination.
22. Failure to produce and/or maintain required licenses and/or proper work authorization.
23. Failure to fully cooperate in a Company investigation.
24. Rude or insolent conduct toward customers
25. Use of profane, abusive or threatening language toward fellow employees, Company officials, or customers
26. A proven violation of the Company's Drug Free Workplace Policy (DFWP)

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