

**AGREEMENT**

**BETWEEN**

**Workers United**

**WESTERN STATES REGIONAL  
JOINT BOARD,  
LOCAL 1089**

**AND**

**MACY'S INC**

**170 O'Farrell Street, San Francisco, CA  
2855 and 2801 Stevens Creek Blvd, Santa  
Clara, CA**

**April 1, 2019 – March 31, 2022**

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## AGREEMENT

THIS AGREEMENT mutually entered into, this 1<sup>st</sup> day of April 2019, by and between MACY'S INC. hereinafter referred to as the "Employer" and Western States Regional Joint Board; Local 1089, hereinafter referred to as the "Union".

### WITNESSETH:

WHEREAS, it is to the mutual interest of the parties hereto to continue an amicable industrial relationship, stabilize employment, provide minimum wage scales, regular hours of employment, as well as other conditions of employment, and provide a method of adjusting complaints or grievances that may arise during the lifetime of this Agreement. Now, therefore, in consideration of the mutual promises each to the other, it is agreed as follows:

### ARTICLE 1. RECOGNITION

Section 1. Whenever used in this agreement the term "Union" means Western States Regional Joint Board; Local 1089

Whenever used in this agreement the term "Employer" shall mean Macy's Inc. located at 170 O'Farrell Street, San Francisco, CA and the Valley Fair Store located at 2855 and 2801 Stevens Creek Blvd – Men's Suite 3051, Santa Clara, CA.

Section 2. The Employer recognizes the Union as the sole collective bargaining agent for all regular fulltime and part-time Men's Alteration and Tailoring Employees and Women's in the Valley Fair location, of the Employer, in the classifications of working foreman and tailor-fitter. A non-working foreman is one who has exclusive supervisory duties with the right to hire and fire and who customarily does not perform sewing, pressing, or fitting operations. Such non-working foreman is excluded from the terms and conditions of this Agreement.

Section 3. A. All employees who are not members and hereafter become members of the Union, must maintain membership in the Union in good standing to the extent of paying the periodic dues and initiation fees, as a condition of acquiring membership in the Union.

B. The Employer agrees to call the Union in the first instance where help is needed. The Union agrees to supply the Employer with the most competent employees available within two (2) working days after the date of request.

C. If the Union cannot supply the needed help within two (2) working days, the Employer may obtain help elsewhere, provided that the Employer shall notify the Union of all new employees hired within one (1) week of their hire.

D. Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall be not based on, or in any way affected by union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect of obligation of union membership policies or requirements.

- E. The Employer retains the right to reject any job applicant referred by the Union.
- F. The Employer shall not discriminate against employees in regard to hire or tenure of employment by reason of Union membership.
- G. Employees of the Employer, as defined in Article I, must become members in the Union on or after the thirtieth (30th) day following the beginning of employment. Membership in the Union for those employees defined in Article I, shall be required as a condition of employment.

Section 4. Employees shall have the right to select or the Union shall have the right to appoint, in each shop of the Employer, a shop chairman or chairlady.

Section 5. Duly authorized representatives of the Union, not on the payroll of the Employer, shall be permitted to visit the store at all reasonable times, for the purpose of observing working conditions. Permission to enter the shops must be granted by the Employer and the union representative must promise not to disturb or disrupt the work force during the visit.

Section 6. A. During the term of this Agreement, the Employer, on the first payday of each month, will deduct from the earnings of regular employees, upon proper written authorization, such deductions as are certified to the Employer by the manager of the Union as, due and payable as union membership dues.

- B. Any authorizations for such payroll deductions shall be voluntary on the part of the employee.
- C. Any amount so deducted shall be forwarded to the union within ten (10) days after such payroll deduction.
- D. Individual authorizations shall be furnished to the Employer on the form set forth in Appendix "A" hereof.
- E. The Union agrees to hold the Employer harmless from loss or damage from any judgment of a court of competent jurisdiction, and from any order of the Labor Commissioner, or other agency of government, in connection with or arising from any deduction made pursuant to this Agreement.
- F. Privacy - The Union, including its national and international affiliates, agrees to defend, indemnify and hold the Company harmless from any and all claims, suits, judgments, fines, attachments and any other liability of any nature, including but not limited to attorneys' fees and costs, resulting from the Company's provision of confidential information or data to the Union in compliance with this article. The Company will, as a condition precedent to its rights to be indemnified under this provision, give the Union notice in writing as soon as practicable of any claim made against the Company for which indemnification will or could be sought under this provision.

Section 7. The Company and the Union have agreed that during periods of peak work employees of the Men's Alterations unit, Local 1089 may cross over for a period not to exceed (30) thirty days to perform work in the Ladies Alteration unit Local 5. Additionally, Local 5 employees may cross over to perform work in the Men's Alteration unit Local 1089 not to exceed a period of (30) thirty days. In both of these

circumstances the crossover of work will not prevent the hiring of permanent employees, ~~not nor~~ will work be given if there are employees on lay off or short hour status.

## ARTICLE 2. JOB CLASSIFICATIONS AND WAGE RATES

Section 1. Job classifications are defined as follows:

**A. Working Foreman:** A working foreman is a person who does production work and fitting and in addition thereto supervises work in a shop of four (4) or more employees. A foreman small shop and/or one (1) man shop is a worker who does production work and fitting and may also supervise the work of two (2) additional employees. A fitter is a worker who spends the major portion of his time on the job marking and fitting garments on the selling floor prior to their being taken to the busheling shop and who assist in fitting the customer after alterations have been made.

**B. Tailor-Fitter:** A tailor-fitter is an employee, whose primary duties are those of a tailor, but who is called upon to perform the duties of fitting. Fitting may be performed by a Local 5 sales associate in the absence of a Tailor Fitter.

All classifications of employees, who express interest in a classification for which they are currently not qualified to perform, may at the discretion of the Alterations Manager, and assuming that time is available without affecting their current job responsibilities, be provided with training in an effort to move them into another classification when they are proficient in the required skills, and an appropriate position becomes available. Only employees who are meeting standards in their current position, and have no active performance warnings on file, will be eligible for this training. Wage rates will remain at the current level during any periods of on-the-job training.

Where more than one qualified employee expresses interest in training for another position, the most senior employee will be given the first opportunity for this training. Those employees interested in promotional opportunities or transfer, will be responsible for identifying themselves to the Alterations Manager and the Union, who will retain a list which will be utilized when promotional opportunities/transfers become available.

Section 2. The following shall constitute the minimum, hourly wage rates for the classifications noted:

Effective April 1, 2019, in hire rates will be as follows:

Working Foreman	\$19.00
Tailor-Fitter	\$17.00

Effective March 31, 2019, all Regular employees on roll as of April 1, 2018, will receive a one-time general wage increase of \$0.70 per hour. Performance reviews will be issued, but no merit increases will be included with the April 1, 2019 performance reviews.

Effective April 5, 2020, all Regular employees on roll as of April 1, 2019, will receive a one-time general wage increase of \$0.65 per hour. Performance reviews will be issued, but no merit increases will be included with the April 1, 2020 performance reviews.

Effective the first Sunday following April 1<sup>st</sup>, within the term of this Agreement, all Regular employees, with at least one year of service, will receive a performance review and, if eligible, a merit increases (except as noted below). Increase amounts are:

Outstanding:	\$0.70
Exceeds Standards:	\$0.50
Meets Standards:	\$0.30

New hires who were hired at the contract rate and who have passed Macy's probation prior to the common review date will be reviewed in their first year as described above. Those new hires brought in at 0.25 above the contract rate will receive a merit review after one year.

For purposes of calculating hours worked all vacations and holidays will be counted as time worked. All paid hours worked, both straight time and overtime will be calculated as straight time hours worked for purposes of this calculation.

Section 3. Any disputes arising regarding the content or the ratings on a Meets Standards or better review may be referred to the grievance procedure described in this Agreement. However, the rights of the employee and the union for this purpose shall cease following the grievance procedure. Grievances regarding a review rating of Needs Improvement or below may proceed to arbitration.

The Company will provide the Union annual updates of all increases received by employees no later than April 15<sup>th</sup>.

Section 4. No employee receiving a wage scale in excess of the minimum provided herein shall have the same reduced.

Section 5. An employee who works more than fifty percent (50%) of time, in any one (1) day, in a classification calling for a higher rate of pay, than his regular rate, shall be paid for the entire day at such higher rate.

### ARTICLE 3. HOURS OF EMPLOYMENT

Section 1. A. The standard work week for all who are currently working forty (40) hours to be performed within five (5) days to be worked between Sunday and Saturday, both inclusive and a full work day shall consist of eight (8) hours, but said provisions do not guarantee any fixed amount of employment.

All full-time new hires will be hired on a twenty-eight (28) hour flex schedule. These associates will not be scheduled less than twenty-eight (28) hours during a work week, but may be scheduled up to forty (40) hours as business permits.

All part-time new hires will be hired on a twelve to twenty hour (12 – 20) flex schedule. These associates will not be schedule less than twelve (12) hours during a work week, but may be scheduled up to twenty (20) hours based on business needs.

The Employer shall with 14 days prior notice have the right to schedule employee's days off. Any schedule changes after 14 days' notice must be equally agreeable by the employee and the employer.

B. Employees will be scheduled to work based on the Operating hours of the store and assigned to work hours based on business needs in order to service our customers.

C. The company shall provide meal and fifteen (15) minute paid rest breaks to associates in accordance with Federal and State Law. The company shall have the right to set the length of the meal break, provided that the minimum length set by state law is observed, up to (1) hour.

Section 2. Overtime shall be paid at the rate of one and one-half (1-1/2) the straight-time rate of pay for:

A. Work in excess of eight (8) hours performed in any one (1) day.

B. Work in excess of forty (40) hours performed in any one week.

C. Work performed on the sixth (6th) day of work in a calendar week when such schedule would place the associate working over 40 hours in said week.

There shall be no pyramiding of overtime under this Agreement. Employees may work overtime only when, previously authorized by the Employer.

Section 3. Scheduled days off for regular employees shall be posted in each shop and shall not be changed, except in cases of emergency or when a holiday falls on an employee's scheduled day off, without 14 day prior notice.

All work on Sunday will be on a rotation basis within the Fitter/Tailor job classification, except for vacation coverage and special events.

Start time schedules will be determined by seniority, by job classification.

#### ARTICLE 4. LEGAL HOLIDAYS

Section 1. The following paid holidays shall be observed: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. All former personal holidays are now included as vacation days in Article V. of this Agreement. When any of the said holidays falls on a Sunday it shall be observed on the following Monday.

Employees shall not be required to make up time for the said holidays.

Section 2. There shall be no deduction of pay for either a regular employee, or an extra employee that has completed at least ten (10) consecutive working days for the Employer immediately preceding a holiday for observance of said holiday, although not actually worked, provided such employee has reported for work on his regular working day next preceding and next following said holiday. An employee shall be deemed to have reported for work, if the absence on the day before or after the holiday is due to express permission of the Employer or his representative, or to bona fide illness. Should an employee be laid off the day prior to or the day following a holiday, they shall receive pay for the holiday.

Section 3. In any week in which a holiday falls, the straight time work week shall consist of four (4) days not including the holiday. Work in excess of four (4) days shall be compensated for at the rate of one and one-half (1-1/2) the straight time of pay.

Section 4. An employee required to work on a holiday shall be paid at time and one half the straight time rate.

Holiday pay shall be applied in accordance with the following example:

Where a regular employee works on a holiday he is to receive pay at the rate of one and one half the straight time rate of pay for such work, in addition to his holiday pay. For instance, in the work week of November 19 to 25, 1989, an employee works as follows:

			<u>Holiday</u>				
M	T	W	T	F	S	Sun	
8	8	8	8	8	0	0	

Fulltime employees are paid eight (8) hours at straight time for work on Monday, Tuesday, Wednesday, and Friday, a total of thirty-two (32) hours, and eight (8) hours at straight time for the holiday, plus eight (8) hours at time and one half the straight time rate for work on the holiday, or twelve (12) hours at the straight time rate, or a total of fifty-two (52) hours at the straight time rate. Part-time employees are paid at the daily average hours they work for the Holiday.

#### ARTICLE 5. VACATIONS

All Regular Employees hired prior to June 30, 1998 shall be entitled to vacation according to the terms of the 1995-1998 Agreement. (See Appendix "D")

All regular employees hired on or after June 30, 1998 and who work twenty-five (25) hours or more per week are entitled to the following vacation with pay:

<u>Full years of continuous service</u>	<u>Days of Vacation</u>
After One (1) full year of service	7 days
Two (2) years	12 days



Three (3) through Four (4) years	14 days
Five (5) through Fourteen (14) years	20 days
Fifteen (15) through Twenty-Nine (29) years	25 days
Thirty (30) years or more	35 days

All regular part-time employees hired on or after June 30, 1998 who work less than twenty-five (25) hours per week are entitled to the following vacation with pay:

<u>Full year of continuous service</u>	<u>Days of Vacation</u>
For One (1) full year through Three (3) full years	4 days
Four (4) years through Fourteen (14) full years	10 days
Fifteen (15) through Twenty-Nine (29) full years	20 days
Thirty (30) Years or More	28 days

New employees start to earn vacation on the first day of the month following 6 months of continuous service. For each full calendar month worked between February 1<sup>st</sup> and January 31<sup>st</sup>, an employee will earn one-twelfth (1/12th) of their eligible vacation.

For each benefit year, Macy's will advance an employee's entire vacation with the expectation that the vacation will be earned by working through January 31<sup>st</sup> of that year.

B. Any changes in the vacation policy affecting a majority of the other Union employees in the service of Macy's San Francisco shall be effective at the same time for any employees covered under this Agreement.

C. Vacations shall be granted between January 1<sup>st</sup> and October 31<sup>st</sup>, or at other times if mutually agreeable; however, it is understood where it is not practicable for an employee to be scheduled for two vacations without a break.

D. Employees shall be granted vacation by seniority by facility. However, the Employer may determine the number of departmental employees, if any, who may be on vacation at any one time, dependent on the staffing and business interests of the Employer. Vacation requests shall not be scheduled in an arbitrary or capricious manner.

E. When a holiday as provided in Article IV, Section 1, falls during an employee's paid vacation, such employee shall receive an additional day's vacation with pay for the holiday. Employees shall receive such additional day not later than November 1, unless mutually agreed.

F. All employees shall earn, for each month worked (layoff and Disability Leave of absence will count as time worked) in a benefit year, one-twelfth (1/12th) of the vacation they could take as time off in the benefit year. Employees may take vacation consistent with Paragraph (C) above. If an employee terminates their employment they shall be eligible to receive as cash, any accrued time off less vacation taken as time of resignation. If an employee has taken as time off more vacation, the Company may deduct and/or they will be required to return any vacation pay taken, but not accrued.

If an employee has been absent from work in excess of one consecutive month within the twelve (12) months prior to his vacation, then his vacation will be prorated based on the number of months worked.

There will be no prorating of vacations where an employee has been absent due to a valid, certified, on-the-job compensated injury. Such proration exclusions shall be limited to one compensible job related injury in a calendar year.

G. Vacation pay will be figured by taking the employee's most recent 52 weeks of productive earnings and dividing by the most recent 52 weeks of productive hours worked. Productive hours are defined as all hours excluding sick pay and disability pay.

#### ARTICLE 6. OTHER CONDITIONS OF EMPLOYMENT

Section 1. Extra Employee: An extra employee is one who performs temporary work. On being laid off, said employee shall be immediately paid for work performed.

Section 2. Probationary Employee: All new hires will be required to serve a three (3) month probationary period. The discipline or discharge of a probationary employee shall not be considered a violation of this Agreement.

Section 3. Regular Employee: An employee who has successfully completed the probationary period shall be considered a Regular Employee. If the employee is retained, then the term of employment, for purposes of calculating vacation shall date back to the date of original employment. As far as is practicable, work shall be distributed among regular employees on an equitable basis at all times.

Section 4. Shop Condition: The Employer shall provide a sanitary workshop. No employee shall be required to repair or press dirty or soiled garments.

Section 5. Respect and Dignity: The Employer and the Union agree that each employee and representative of the Employer should be treated with respect and dignity. Verbal abuse, threats, or harassment by the Employer of the employee will not be tolerated. Discipline shall be administrated in a professional manner. All acts of disrespect shall be taken seriously and properly investigated by the Company and the Union.

Section 6. Minimum Work Shift: No employee called to work shall be given less than four (4) hours employment on any one (1) day.

Section 7. Discharge: No employee covered by this Agreement shall be discharged or disciplined without just cause. The Company shall, however, continue to have the right and authority to discipline and discharge employees for just cause.

The Company will provide the Union with written notice of any discipline/discharge upon such action being taken within 10 working days.

Grievances and disputes, alleging improper disciplinary action or discharge must be filed with the Company, in writing within five (5) working days from the date the Union received the notice.

Section 8. Leaves of Absence: Reasonable unpaid Leaves of Absence shall be granted to Regular Employees at the discretion of the Employer and where so granted, shall be in writing. Employees taking a Leave of Absence shall be assured of return to the same job classification and work schedule without loss of seniority provided the Employee returns to work on the scheduled day after the leave expires.

Section 9. Paid Sick Leave: Employees that are employed in the city and county of San Francisco will be entitled to the new Paid Sick Leave ordinance effective February 5, 2007. The employer will provide all information on the new paid Sick Leave ordinance so that employees may utilize this new benefit.

A. PERSONAL LEAVE OF ABSENCE

Personal Leaves of Absence may be granted for reasons other than those covered by the Family Leave Act of 1993 at the discretion of the Employer. The maximum period of personal leave shall be:

1. For Eligible Employees with six (6) months continuous service but less than one (1) year a maximum of two (2) weeks unpaid leave;
2. For eligible employees with one (1) year of continuous service but less than five (5) years one (1) month leave;
3. For employees with more than five (5) years of service eight (8) weeks.

B. MEDICAL LEAVES OF ABSENCE

Medical leaves of absence shall be granted to employees as set forth below when supported by a medical certification of inability to work. Such certification of inability to work is the responsibility of the Employee to obtain and provide and maintain current with the Employer. Avoidable failure to obtain or maintain current records with the employer will result in the immediate forfeiture of any leave of absence.

1. For non-industrial illness or injury, excluding maternity, after completion of the orientation period, but less than one (1) full year of employment, three (3) months leave of absence;
2. For non-industrial illness and injury, excluding maternity, after completion of one

(1) year of employment but less than two (2) full years of employment, nine (9) months leave of absence;

3. For non-industrial illness and injury, excluding maternity, after completion of two (2) full years of employment, twelve (12) months leave of absence.
4. For industrial illness or injuries, regardless of length of employment, for up to twelve (12) months leave of absence without loss of job classification or seniority. The employer reserves the right as an alternative to granting this leave to offer to the employee modified work within the restrictions of the medical certification consistent with California Workers Compensation Laws. The Union may submit a request to extend an employee's leave of absence for an industrial illness or injury beyond twelve (12) months, but approval of such requests are at the discretion of the Company.
5. Leaves of absence for injury or illness must be for medical reasons and no reasonable alternatives must be available. All leaves must, at all times, be supported by current medical certifications of inability to work. An employee requesting a medical leave of absence must provide to the employer's Human Resource Office notice of the date the leave will commence, the expected duration of the leave any medically reasonable alternatives to the leave including job restrictions, and the date the employee will be released from the medical leave.

When an unplanned medical absence occurs which requires continued hospitalization and does not allow the employee to provide advanced notification, the employee must notify the Employer's Human Resource Office within three (3) days and provide medical certification as soon as practicable.

When an unplanned medical absence occurs which does not require hospitalization, the employee must notify the employer's Human Resource Office prior to the beginning of their next scheduled work day and provide medical certification of inability to work within six (6) calendar days if the leave extends beyond six (6) days or in accordance with Section 31 (G)(3).

#### C. CHILD BEARING/CHILD REARING LEAVE

For all Regular Employees on roll for at least one year a Leave of Absence for child bearing/child rearing may be granted as follows:

1. Child bearing disability may be taken, for up to 4 months, as certified by a physician.
2. Child rearing personal leave may be taken after the disability period ends or within twelve (12) months from the date of the birth or adoption for a period of up to four (4) months in a twenty-four (24) month period.
3. The combined Child Bearing and Child-rearing leave may not exceed a maximum of six (6) months.

4. If in the future this provision is deemed not consistent with the State or Federal Pregnancy Discrimination Laws then Such Pregnancy Leaves shall be governed by Subsection (C) of this Section 14 Leaves of Absence.

**D. FAMILY LEAVE**

A leave of absence may be granted for Eligible Employees for care of a family member according to the terms and regulations of the State of California and Federal Family Leave Acts.

**E. MILITARY LEAVE**

The Employer agrees during the life of this Agreement to allow any regular Employee, having at least six (6) months seniority, who is drafted into the military service of the United States or activated from reserve to be granted leave of absence for the duration of such service. Additionally, such individuals shall be entitled to any stipend or salary continuation consistent with the Employer's policy in this regard which may be changed at the Employer's discretion.

- F. Leaves of absence shall be immediately terminated and the employee shall be deemed terminated from their employment in the following situations:**

1. The employees request for leave of absence is found to be for any reason other than that stated on the request for leave form or if the employee's claim for benefits under the Worker's Compensation Laws is found by the Worker's Compensation Board to be in bad faith or for fraud;
2. The employee has entered into a vocational rehabilitation program, paid for by the employer, to train the Employee for employment different from the employment the employee performed for the Employer;
3. Avoidable failure of the employee to attend any scheduled and required medical examinations paid for by the Employer or the Employer's designated Insurance Company or an Independent Medical Examiner.

- G. If any regular employee covered by this contract suffers a death in the immediate family, [Spouse, Domestic Partner, Children, Parents, Siblings] at the request of the employee, the employee may choose up to five [5] regular working days off and shall be compensated for his/her wage loss by payment of hourly straight-time pay [commission employee's earnings to be calculated at their benefit rate] for such time lost as a result of his/her absence from his/her employment.**

If the Associate suffers from a death in the immediate extended family [grandparent, grandchild, step child, step parent, step sibling, parents-in-law, parent of domestic partner, son or daughter-in-law, child of domestic partner, sister or brother-in-law or sibling of

domestic partner], the employee may choose up to three [3] regular working days off with pay, as described in the second paragraph.

If the Associate suffers from a death in the extended family [great grandparent, great grandchild, aunt, uncle, niece or nephew] the employee may choose up to one [1] regular working day off with pay, as described in the second paragraph.

Domestic Partner designation shall comply with any and all Federal, State or Local ordinances.

Paid leave is calculated as the prior fiscal quarter average weekly hours paid divided by 5 [for the daily rate], paid at their base hourly rate

In the event the employee is notified of the death while working, the employee shall, upon request, be excused from work for the balance of the work shift. This shall be in addition to the above leave.

- H. All Regular Employees will be entitled to forty-five (45) minutes paid time off to observe religious holidays. This may be combined with lunch period, if requested.
- I. All employees who fail to return to work on the next scheduled working day after the expiration of any leave of absence shall be deemed to have voluntarily resigned as of the end of the leave, except in cases of verifiable, unplanned inability to return on the scheduled return date. The Employer agrees to notify all employees of this provision prior to granting their leave of absence.
- J The Employer agrees not to act in an arbitrary or capricious manner in considering the requests for leave of absence. The period of time may be extended at the discretion of the Employer for compelling personal reasons.

Section 9. Jury Duty Pay: Any employee who is required to serve on a municipal, county, or federal jury or grand jury shall be granted time off to serve. Regular Associates with six months of service, who have been paid for 780 hours the prior calendar year [or an average of 15 hours the prior fiscal quarter if not employed the prior full calendar year] will receive normal pay for Jury Duty, without offset of compensation provided by the Court. Associates on vacation during Jury Duty will have the individual days serving on Jury duty classified as such, and vacation allotment will be adjusted accordingly. Paid leave is calculated as the prior fiscal quarter average weekly hours paid divided by 5 [for the daily rate], paid at their base hourly rate. An employee is to report to work for any part of his straight time work day when he is not actually required to be present for said jury duty. The combined time spent on jury duty and in work for the Employer in any one (1) day shall not exceed eight (8) hours.

Section 10. Charitable Contributions: All contributions to charity shall be voluntary.

Section 11. Job Injury Pay: An employee injured on the job shall suffer no loss in wages for the remainder of the work hours scheduled for the injured employee on the day in which the injury occurred and as a result of said injury. The Employer shall receive credit for any compensation or other

payments that the employee may receive. All other wages that may be lost shall be governed by Appendix "C" - Sickness Pay Benefits.

Section 12. Layoff: During periods of lack of work, where skills and ability are equal, employees will be laid off in order of least seniority within classification and location provided all job functions (such as floor fitting coverage) can be maintained. Where skills and ability are not equal, then skills and ability will apply when determining affected employees for lay off.

If lack of work is temporary (defined as less than 30 days) the company reserves the right to either reduce hours across the entire unit by location or lay off in order of least seniority within classification and location where skills and ability are equal.

In cases of permanent lay off, where skills and ability are equal, location seniority by classification will apply.

#### ARTICLE 7. BENEFIT PLANS

Health, Retirement and other group and non-group benefits will be made available to bargaining unit members under the same terms and conditions, including employee cost, as applicable to the majority of Macy's Stores in California. As such, they are subject to revision, including elimination, at the sole and exclusive discretion of the Company. Any revisions will be reviewed with the Union prior to implementation.

All employees hired prior to January 1, 2011 while covered by the terms of this Agreement shall be covered by the terms and conditions of the Employer's Cash Account Pension Plan (CAPP) provided to the majority of the Employer's employees hired prior to January 1, 2011.

- After December 31, 2015, additional benefits in the Macy's Inc. Cash Account Pension Plan are discontinued [this includes the May Department Stores Company Retirement Plan] for existing participants.
- After December 31, 2015, vesting service counts only for the purpose of becoming fully vested
- Participants retain all benefits earned through December 31, 2015
- Benefits from the Cash Account Pension Plan will be paid during retirement in accordance with the rules of the plan
- The last Macy's contribution into the Cash Account Pension Plan will be made in the Spring of 2016, reflecting 2015 participation in the plan

#### ARTICLE 8. SICKNESS PAY BENEFITS

The Employer agrees to provide all eligible employees with sickness benefits in accordance with Appendix "C" attached hereto and made apart hereof.

## ARTICLE 9. NO STRIKES OR LOCKOUTS

No strikes or lockouts shall take place during the life of this Agreement, however, refusal of employees covered by this Agreement to pass a picket line authorized by the San Francisco Labor Council or any other council affiliated with AFL-CIO shall not be considered a violation of this Agreement.

## ARTICLE 10. PROCESSING OF COMPLAINTS AND DISPUTES

Section 1A. All matters of disagreement arising under the terms of this Agreement, all questions of the interpretation of the Agreement, and discharge cases shall be taken up between the respective representatives of the parties and adjusted as soon as practicable. The name of the direct supervisor and designated executive will be posted within the shop. The Employer will notify the Union the contact information of their Labor Management Representative.

B. When an employee has a complaint and/or disagreement as defined above, an earnest effort shall be made to settle it through verbal discussion with their direct supervisor or a designated executive within their principal location of work.

C. In the event such discussions do not fully resolve the complaint, the Union will notify the Employer's Labor Relations Representative in writing by email within thirty (30) days of the date of occurrence, except as outlined in Article 10, Section 1D, setting forth the provisions of the Collective Bargaining Agreement it alleges have been violated. The parties shall meet within seven (7) working days. Such meetings may be held by video conferencing technology, including but not limited to Skype. The Employer shall respond in writing by email within five (5) working days of such meeting. Any grievance so discussed shall be considered resolved unless appealed in writing by the Union to Arbitration within seven (7) working days of the Union having received the Employer's response to said grievance.

D. The Employer will notify the Union of all discharges, and all discharges that the Union believes were not for just cause shall be appealed to the Employer by the Union within five (5) days from the date of such notification.

E. Arbitration If the parties are unable to resolve a disagreement as described above, the matter shall be submitted for disposition to an impartial arbitrator mutually acceptable to the parties. In the event the parties are unable to agree on an arbitrator, the parties shall ask the Federation Mediation and Conciliation Service to provide a panel of seven (7) prospective arbitrators and the arbitrator shall be selected by each party alternately striking one name from the list until only one arbitrator's name remains. The first to strike shall be determined by a flip of a coin.

An arbitrator shall have no power to add to, subtract from, change or modify any provision of this Agreement, but shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the Arbitrator shall be final and binding.



All expenses incurred incidental to the services of the impartial arbitrator shall be borne equally by the Employer and the Union.

F. Notwithstanding the above, the Employer and the Union agree that disagreements regarding performance appraisals and merit reviews, other than suspension and discharge, shall be handled in accordance with Article II. Section 2.

Section 2. During the life of this Agreement and any extension thereof all terms herein contained shall be binding upon the parties hereto, their successors, transfers, lessees, or assignees.

ARTICLE 11. TERM

This Agreement shall be in full force and effect from April 1, 2019 to including March 31, 2022.

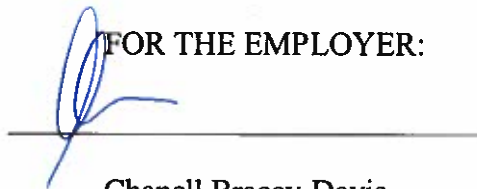
The parties agree that all issues between them are settled by this Agreement for the full term thereof.

FOR THE UNION:



Maria Rivera  
Regional Manager  
Western States Regional Joint Board, Local 1089

FOR THE EMPLOYER:



Chanell Bracey-Davis,  
Principal Labor Strategy Leader  
Macy's Inc.

**“APPENDIX “A”**

I, the undersigned employee, hereby authorize and direct the Employer Macy’s Inc. to deduct on the first payday of each month from any earnings now or hereafter accumulated to my credit and to pay to Western States Regional Joint Board; Local 1089, such sums as shall be certified by the manager of that organization to be due and payable as union membership dues

I agree to hold the Employer, Macy’s Inc. harmless from loss or damage from any judgment of a court of competent jurisdiction and from any orders of the Labor Commissioner or other agency of government in connection with or arising, from any such deductions and/or payments.

No other assignment or authorization exists in connection with this transaction.

This authorization and directive shall be irrevocable for a period of one (1) year, or until the Collective Bargaining Agreement between the Employer and said Union shall terminate, whichever occurs sooner.

Date: \_\_\_\_\_ Employee: \_\_\_\_\_

## APPENDIX "C"

### DISABILITY PAY BENEFITS

#### A. General Description:

1. The disability pay benefit program supplements the State of California unemployment disability benefits and/or Worker's Compensation benefits.
2. In order to qualify for disability pay benefits paid for by his Employer, an employee must qualify for disability insurance benefits or Worker's Compensation benefits under California law. (For exceptions, see "Exclusions" H.1.a).

#### B. Effective Date:

Sickness pay benefit payments are to be paid for illnesses and/or injuries where first day of absence occurs on or after May 5, 1994.

#### C. Eligibility:

1. An employee is eligible for disability pay benefits if they meet all of the following requirements:
  - a. Prior to illness and/or injury they are performing work by the terms and conditions of the Collective Bargaining Agreement, and
  - b. Is on regular status as defined in the Collective Bargaining Agreement, and
  - c. Has been employed with the Employer for a minimum of one (1) year, and
  - d. Has worked one-hundred (100) hours or more in the calendar month immediately prior to the calendar month in which absence for sickness or injury occurs.
- I. For the purpose of this provision, time paid for but not worked, i.e., paid holidays, paid vacations and periods during which sickness pay benefits are received, shall be considered as time worked.
- II. The provision for one-hundred (100) hours work in the preceding calendar months shall be waived for employees who are normally scheduled to work one hundred (100) hours or more per month in the following instances:
  - a. Where an employee is laid off and he has returned to work prior to a sickness or disability, and
  - b. Where an employee is on authorized leave of absence of no longer than thirty (30) days and becomes ill or disabled he will be entitled to sick pay benefits as of the date he was due to return to work.

#### D. Waiting Period

Disability Pay benefits will begin:

##### Years of Service

One (1) year or more, but less than five (5) full years;

Five (5) years or more, but less than 25 full years;

25 years or more;

##### Disability Benefits Begin

On the Fourth scheduled working day absent

On the third scheduled working day absent

On the first scheduled working day absent.

Further, disability pay benefits are payable from the first day of absence from work where an employee is hospitalized during the first three (3) calendar days of absence from work because of sickness or injury, or when absence from work is due to an industrial injury.

Bona fide industrial injuries will be processed according to the Worker Compensation Rules and Procedures.

#### E. Schedule of Benefits:

1. The following are the maximum periods of weekly disability pay benefits:

26 weeks in a rolling 12-month period

OR

26 weeks for any single disability

#### F. Computation of Sickness Pay Benefits

For all employees who meet the eligibility requirements:

Two-thirds average weekly pay less any disability insurance including Worker's Compensation disability pay or State Disability insurance pay.

For employees with 25 or more years of service, full average weekly pay less any disability insurance including Worker's Compensation disability pay or State Disability insurance pay.

#### G. Payment of Sickness Pay Benefits:

1. The employee shall be responsible for notifying his Employer of sickness or injury in accordance with the established store rules of his Employer.

2. The employee shall be responsible for filing his disability insurance claim form DE 2501 with the Department of Employment and/or his industrial accident claim. No disability pay benefits will be paid until this is done.
3. Upon receipt, of "Disability Insurance - Notice of Computation" Form DE 429 from the Department of Employment, the employee shall present this form in person or by mail to his Employer.
4. Upon receipt of the "Disability Insurance - Notice of Computation" Form DE 429 from the employee, the Employer shall pay any disability pay benefits due the employee on the next payroll period immediately following receipt of the form and return the Form DE 429 to the employee for his records.
  - a. Disability pay benefits shall be paid on a separate check or cash voucher and not incorporated with any other moneys due the employee. Where the employee is out ill at the time payment is due, the Employer will mail the check to the employee's home address.
5. Only deductions as prescribed by law or authorized by the employee shall be made from disability pay benefit payments.

H. Exclusions:

1. Disability pay benefits shall not be paid when the employee is ineligible to receive disability insurance payments under the California Unemployment Insurance Code or Worker's Compensation benefits under the Worker's Compensation Act.
  - a. Exception shall be made in the case of any employee who does not have sufficient earnings in his base period to qualify, but who qualifies under all other provisions of the code.
2. Disability pay benefits shall not be paid during any period where the employee would not otherwise be eligible for payment of wages, i.e., leave of absence, layoff or absence because of trade dispute.

Before an employee on leave of absence, layoff or absence because of trade dispute becomes eligible for disability pay benefits, he must have returned to work for at least one (1) work day (except as provided in C. 1.d.II. hereof).
3. The Employer reserves the right to request medical certification in inability to work due to sickness or injury.

I. Attendance Recognition:

Eligible associates who in a calendar year work their scheduled hours and days except for pre-approved deviations such as vacation, holidays and pre-approved changes to staffing or quitting times, are eligible

for one day off with pay. For each additional consecutive year of perfect attendance, associates will be given one additional paid day off up to a maximum of five days off with pay for five consecutive years of perfect attendance. All awards must be taken within the first quarter of the next year.

In addition, each person who has perfect attendance each year will be entered into a drawing for an additional week of paid time off to be taken in the next calendar year.

J. Changes to Plan:

Any changes in the Disability Pay Plan affecting a majority of Union Employees in the service of Macy's San Francisco, shall be effective at the same time for any employees covered under this Agreement.

APPENDIX "D"

For all employees hired prior to June 30, 1995, vacations shall be granted as follows:

<u>Length of Service</u>	<u>Vacation Time</u>
1 continuous year or more, but less than 2 years	10 days
2 continuous years or more, but less than 5 years	15 days
5 continuous years or more, but less than 15 years	20 days
15 continuous years or more, but less than 25 years	25 days
25 continuous years or more, but less than 30 years	30 days
30 continuous years or more	25 days

For all employees hired between June 30, 1995, and June 30, 1998 vacations shall be granted as follows:

EMPLOYEES WORKING LESS THAN 25 HOURS PER WEEK

<u>Length of Service</u>	<u>Vacation Time</u>
After completion of 1 year service	8 days
2 - 3 continuous years of service	8 days
4 continuous years of service	12 days

5 - 9 continuous years of service	12 days
10 - 14 continuous years of service	16 days
15 - 19 continuous years of service	20 days
20 - 29 continuous years of service	24 days
30+ continuous years of service	28 days

**EMPLOYEES WORKING MORE THAN 25 HOURS PER WEEK**

<u>Length of Service</u>	<u>Vacation Time</u>
After completion of 1 year service	9 days
2 - 4 continuous years of service	14 days
5 - 14 continuous years of service	19 days
15 - 19 continuous years of service	24 days
20 - 29 continuous years of service	29 days
30+ continuous years of service	34 days

**LOCAL 1089  
ALTERATIONS WORKROOM**

**A. Description**

1. **Tailor/Fitter** - makes alterations on a garment to conform with fitters specifications. These tasks are: raise/lower collar, raise/shorten back, take-in shoulder, take in back, shorten coat, re-cut pants, cut out/ease armholes, take-in/let-out sides on coat, taken/let-out, center seam coat, lower waist (pant). And Customer fittings in the store.
2. **Supervisor** - Supervises work and associates in the shop to see that all of the work is completed accurately and on a timely basis. Also does production work in the shop. Assigns all work to associates, and makes sure customer due dates are met.

**B. Review ratings:**

**Outstanding** - Highest level of job knowledge and skill. Shows mastery of all aspects of job. Fully understands relationship of duties to successful operation of department and company. Trains others in job duties and skills. All task completed on timely basis. Produces work of highest quality at all times. Rarely makes errors and usually detects and corrects any errors made without supervision.

**Exceeds Standards** - Above average level of job knowledge and ability. Shows high skill level in most aspects of the job. Clearly understands role of own job in department functions. Tasks usually completed on. time, all important deadlines met. Makes few errors, and corrects mistakes with minimal direction from supervisor.

**Meets Standards** - Acceptable level of skill and knowledge of major job functions: high level of skill in some aspects of job. General understanding of role of job in operation of department. Sometimes produces above average amount of work, but level not always sustained. Meets most deadlines and schedules. Errors and problems usually corrected with general supervision.

**Needs Improvement** - Knowledge of some basic aspects of job, but not able to perform all essential of duties. Some difficulty relating own responsibilities to overall function of department. Often misses important deadlines or schedules. Requires close supervision to correct errors.

**Unsatisfactory** - Little skill or knowledge of most basic aspects of job. Does not possess adequate understanding of significance of job in department functions. Frequently fails to meet deadlines and schedules. Frequently makes major errors and often does not correct mistakes even with close supervision.