

**11/6/25 – 8/31/28**

**Marlene's Market & Deli  
Pierce County**

**WAGE & WORKING AGREEMENT**

Date of ratification: November 6, 2025

**AGREEMENT**

by and between

**MARLENE'S MARKET AND DELI**

and

**UFCW LOCAL NO. 367**

November 6, 2025 through August 31, 2028

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### PREAMBLE

This Agreement is made by and between Marlene's Market and Deli, and the United Food and Commercial Workers Union Local 367. It is the intent and purpose of the parties hereto that this Agreement shall promote and improve the industrial and economic relationship between the Employer and the Union and its members as set forth herein, and to set forth herein rates of pay, hours of work, and other conditions of employment to be observed between the parties hereto.

### ARTICLE 1 – RECOGNITION AND BARGAINING UNIT

- 1.1 **Recognition:** Marlene's Market and Deli (hereinafter referred to as "Employer") recognizes the United Food and Commercial Workers (UFCW) Local Union No. 367 (hereinafter referred to as "Union") as the exclusive bargaining agent for all full-time and regular part-time employees, including bakers, bulk managers, body care managers, specialty foods managers, cashiers, deli front-end clerks, deli kitchen clerks, deli shift leads, lead cashiers, market clerks, produce clerks, receivers, scan coordinators, and wellness associates, employed by the Employer at its store located at 2951 South 38<sup>th</sup> Street, Tacoma, Washington; excluding all other employees, office clerical employees, confidential employees, managers, and guards and supervisors as defined in the Act.
- 1.1.1 **Managers on Duty:** The parties recognize that Managers on Duty are excluded from the bargaining unit, but that they may perform bargaining unit work in addition to and/or in conjunction with their Manager on Duty responsibilities. The Employer agrees to designate no more than three (3) employees who otherwise would be in the bargaining unit, as Managers on Duty at any point in time.
- 1.2 **Voluntary Recognition:** In the event this current store location is relocated to another location within Tacoma, Washington, and a majority of the bargaining unit employees employed at the current Tacoma, Washington location transfer to the new location, recognition of the Union at the new location for the same bargaining unit positions described in Section 1.1 will be accomplished through a voluntary card check within sixty (60) calendar days of the store opening. In the event the Union becomes the recognized bargaining representative through this process, the terms of this Agreement will apply to the recognized unit.

- 1.3 **Bargaining Unit Work:** The work involving the front-line handling or selling of merchandise and the performance of other services incidental thereto is hereby recognized as bargaining unit work. Such bargaining unit work shall typically be performed by bargaining unit employees. However, non-bargaining unit personnel may also perform bargaining unit work when (1) the Employer reasonably concludes business conditions and/or the efficiency of operations warrant such; and/or (2) bargaining unit employees are not reasonably available; and/or (3) consistent with the practices predating this Agreement. Note: It is not the intent of this provision to be utilized in such a manner to cause the replacement of bargaining unit employees.
- 1.4 **Employee Definitions:**
- 1.4.1 **Full Time:** A full-time employee is an employee who is regularly scheduled to work thirty-six to forty (36-40) hours a week.
- 1.4.2 **Part Time:** A part-time employee is an employee who is regularly scheduled to work less than thirty-six (36) hours a week.

## ARTICLE 2 – UNION SECURITY AND ACTIVITIES

- 2.1 **Union Membership:** Pursuant to and in conformance with Section 8(a)(3) of the Labor Management Relations Act of 1947 as amended, it shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing. Those who are not members of the Union shall, on the thirtieth (30<sup>th</sup>) calendar day following the effective date of this Agreement or the thirtieth (30<sup>th</sup>) calendar day following their employment (hire date), whichever is the later, become and remain members in good standing in the Union.
- 2.1.1 It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, by the thirtieth (30<sup>th</sup>) calendar day following their employment (hire date), become and remain members in good standing in the Union.
- 2.1.2 For the purpose of this Article, the execution date of this Agreement shall be considered as its effective date.
- 2.2 **Process for Non-Compliance:** The tendering of initiation fee and periodic dues uniformly required as a condition of continued membership shall constitute good standing in the Union for the purpose of this Article.
- 2.2.1 If a newly hired employee fails to apply for Union membership, or if an employee fails to comply with the requirements of continued membership as set forth above, the Union may serve a letter upon the Employer, with a copy of the letter sent to the employee, requesting that such employee be suspended following fourteen (14) calendar days' notice. The letter shall include outstanding dues/fees owed by the employee, and the corresponding overdue dates.

- 2.2.2 The Employer will advise the employee that failure to pay initiation fees and dues owing is a condition of employment and a proper cause for suspension.
  - 2.2.3 The Union agrees to withdraw any letter of suspension if an employee, with respect to whom such letter has been served, completes their membership requirements within fourteen (14) calendar days of receipt of such letter.
  - 2.2.4 After fourteen (14) calendar days of non-compliance, the Union may serve a letter upon the Employer, with a copy of the letter sent to the employee, requesting that the employee be terminated and seniority be broken following fourteen (14) calendar days' notice. The Union agrees to withdraw any letter of termination if an employee, with respect to whom such letter has been served, completes their membership requirements within fourteen (14) calendar days of receipt of such letter.
  - 2.2.5 Whenever the Union requests the suspension or termination of any employee in connection with the Union security clause of this Agreement, the Union shall hold the Employer harmless and shall indemnify the Employer against loss, as a result of relying upon the direction of the Union in suspending or terminating any employee.
- 2.3 Indemnification: The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article.
  - 2.4 Shop Stewards: The Union shall notify the Employer in writing of the identity of individuals whom the Union designates as shop stewards. No more than four (4) employees may serve as a shop steward at any point in time.
  - 2.5 Employee Lists: The Employer shall supply to the Union on a quarterly basis a list of all employees covered by this Agreement. The list shall be sent electronically and shall include the employee's name, address, phone number, email address, job classification, date of hire, and wage rate. Each month the Employer will also include an electronic list of new hires and terminations during the previous month. The new hire list shall include all information listed above. The termination list shall include the effective date of termination.
  - 2.6 Union Bulletin Board: The Employer shall provide a space for placement of a Union bulletin board for the Union to post information. This bulletin board will be placed on the main floor of the facility where it is easily accessible to employees and free from obstacles/debris.

## ARTICLE 3 – EMPLOYMENT PRACTICES

- 3.1 Equal Opportunity Policy: The Employer is committed to equal opportunity in employment practices. Employees will not be discriminated against on the basis of race, sex, age, religious or political beliefs, national origin, sexual orientation, gender identity, marital or parental status, or disability, nor will they be discriminated against because of lawful Union activity or their desire to refrain from engaging in Union activity. Employees who believe that they have been discriminated against on the basis of the protected categories identified in this Article shall report their concerns to Human Resources. They may ultimately elect to pursue a claim of discrimination through the contractual grievance procedure and/or with the appropriate state or federal agency responsible for enforcement.
- 3.2 Probationary Period: All new employees will serve a probationary period of ninety (90) calendar days from the employee's most recent date of hire or recall for the Employer to evaluate work performance and determine whether to continue to employ the employee. Probationary employees are "at-will," and shall not be covered by Just Cause for the duration of the probationary period. Probationary employees also have no recourse to the grievance and arbitration procedure.
- 3.3 Trial Period: Employees who are awarded a new position within the bargaining unit will be subject to a sixty (60) day trial period in the new position. If the employee's performance in the new position does not meet the Employer's reasonable expectations, then the employee may return to their former position, if it remains vacant. Additionally, during the trial service period, an employee may opt to return to their former position, if it remains vacant. Otherwise, such employee may apply for and be considered for any other vacant position for which they are qualified.
- 3.4 Corrective Action/Discipline: No employee, outside of the probationary period outlined in Section 3.2, shall be disciplined or discharged without Just Cause. The Employer shall be the sole judge of whether there is cause for discipline, provided, however, that said judgment may be the subject of the grievance procedure to determine whether there was Just Cause.
- 3.4.1 No Call/No Show: An employee who has two (2) no-call, no-shows within a 12-month period, or no-call, no-shows for two (2) consecutive shifts, will be treated as having resigned their employment.
- 3.4.2 Written discipline: The employee will be provided a copy of any written disciplinary action and may be asked to sign and date the written warning for the purpose of acknowledging its receipt. Signing shall not constitute an admission of wrongdoing.
- 3.5 Job Openings: The Employer shall post all job openings internally for two (2) business days prior to soliciting any outside candidates for the opening. The posting will include the job description, general hours (full time or part time), and the wage rate (or wage rate range).

- 3.6 New Employee Orientation: The Employer and the Union agree that when the Employer provides orientation for new employees, it will notify the Union at least two (2) business days in advance of such orientation to allow a Union representative to meet with new members of the bargaining unit at the conclusion of the orientation. Up to fifteen (15) paid minutes shall be provided to the new hire for this Union orientation.

#### ARTICLE 4 – SENIORITY AND LAYOFFS

- 4.1 Seniority Defined: Seniority shall be defined as the length of service within the bargaining unit with the Employer from the last date of hire or recall. Departmental seniority shall be defined as the length of service within the bargaining unit within a specific department, from the last date of hire or recall. Employees employed with Marlene’s as of November 2024 shall be placed on the initial seniority list based on their unbroken employment with Marlene’s Federal Way or Tacoma.
- 4.2 Staff Reductions: When there is a reduction in the number of employees needed within a department, the last employee hired within an affected position within an affected department shall be the first laid off within that position within that department.
- 4.2.1 In the event of a store closure or layoff(s) expected to last more than one (1) week, the affected employees, and the union, shall be notified at least fourteen (14) calendar days in advance of the layoff in writing. Following a round of layoffs, the Employer shall not hire new employees without first offering recall to laid off employees who are qualified for the new vacancy, for a period of one (1) month following that round of layoffs. Thereafter, no recall rights nor restrictions on hiring shall apply.
- 4.2.2 In the event of a recall, the last employee laid off with an affected position within an affected department shall be the first recalled. The employee shall have two (2) business days following notification by the Employer to accept the recall. The employee shall return to work within two (2) weeks following the offer to return. The employee’s failure to timely accept recall or return to work under this Section shall result in the employee’s forfeiture of any further recall rights.
- 4.3 Loss of Seniority: Seniority shall be broken and the employee’s employment shall be terminated for the following reasons:
- 4.3.1 Voluntary quit;
- 4.3.2 Discharge;
- 4.3.3 Absence caused by a layoff in excess of four (4) months, or failure to timely respond to a recall offer at any time;
- 4.3.4 Injury or illness of more than four (4) months; or
- 4.3.5 Failure to return at the expiration of an approved leave of absence.

- 4.4 Training: The Employer will provide general training to employees to be able to perform their assigned tasks. The Employer will also give good faith consideration to requests for training to work in other departments.

## ARTICLE 5 – HOURS OF WORK AND OVERTIME

- 5.1 Payroll Work Week: The payroll work week is Saturday through the following Friday.
- 5.2 Work Schedules:
- 5.2.1 Final posting of the work schedule shall occur no less than fourteen (14) calendar days prior to commencement of the schedule. Management reserves the right to call in reverse departmental seniority order, qualified employees for shifts that need to be filled after the schedule has been posted.
- 5.2.2 Scheduled shifts must be no less than (4) consecutive hours per shift, absent mutual agreement between the Employer and the employee.
- 5.2.3 The Employer will typically offer additional hours, up to forty (40) hours per week, to qualified part-time employees before hiring additional employees.
- 5.2.4 Overtime Rates: Time worked in excess of eight (8) hours per day and forty (40) hours in any one week shall be paid at the overtime rate of one and one-half times the employee's regular rate of pay.
- 5.2.5 Employees may trade scheduled shifts with a co-worker by mutual agreement among the employees, and advance approval (at least one day in advance) by the department manager or the MOD.
- 5.3 Eight hours off between scheduled shifts: Employees are entitled to a mandatory rest period of no less than eight (8) consecutive hours between shifts unless mutually agreed between the Employer and the employee. Any hours worked within this rest period will be compensated at overtime pay rates.
- 5.4 Holidays: All employees are given Thanksgiving Day and Christmas Day off without pay each year. If an employee recognizes an alternative holiday for religious purposes, they may discuss taking an additional religious holiday without pay with the Store Manager. Employees may choose to use their available PTO during any holiday closure.
- 5.5 No Pyramiding: There shall be no compounding or pyramiding of premium pay and overtime pay.
- 5.6 Report Pay: All bargaining unit employees shall receive not less than two (2) continuous hours of work or equivalent compensation in any one (1) day the employee is scheduled to report for work, compensation to begin at the time of reporting for duty.
- 5.7 Meal and Rest Breaks: Employees shall be allowed an uninterrupted rest period of not less than ten (10) minutes, on the Employer's time, for each four (4) hours of working

time. Rest periods shall be scheduled near the midpoint of the four-hour work period. Employees scheduled for five (5) or more hours shall be allowed an uninterrupted, unpaid meal period of not less than thirty (30) minutes. The thirty (30) minute meal period must begin no later than the end of the fifth (5<sup>th</sup>) hour of work.

## ARTICLE 6 – COMPENSATION

- 6.1 Rates of Pay: Hourly rates of pay are set forth in Appendix A of this Agreement. The Employer maintains the right to hire or pay employees at a pay rate in excess of the rates in said appendix.

## ARTICLE 7– INSURANCE COVERAGE AND OTHER BENEFITS

- 7.1 Insurance Plans: Employees who are scheduled to work thirty (30) or more hours per week are eligible to apply, as of the 1st of the month following their 60th day of employment, for coverage under the Employer’s group insurance plans it offers to its non-bargaining unit employees in Washington State. These policies include:

Medical and Rx

Dental

Vision (through rider or separate policy)

- 7.2 Cost Sharing: For eligible employees, the Employer shall pay the portion of the premiums of the employee-only Medical, Dental and Vision plans that satisfy ACA requirements of “affordable” for that plan year.
- 7.3 Leaves of Absence: Coverage for Medical, Dental, and Vision terminates at the end of the calendar month in which the employee last worked. In the event an employee takes a leave of absence that extends beyond the end of a calendar month, the employee must arrange with the Employer to pay the cost of the Medical, Dental, and Vision Coverage premium; otherwise the coverage will be canceled.
- 7.4 Material Plan Modifications: The Employer will typically provide at least thirty (30) calendar days’ advance notice to the Union and to employees of any material plan modifications.
- 7.5 Retirement Contributions: The Employer will offer the same retirement plan benefits to bargaining unit employees as it offers to its non-bargaining unit employees in Washington State. Eligibility shall be determined by the Plan Documents.

## ARTICLE 8 – PAID TIME OFF AND SICK LEAVE

- 8.1 PTO Accrual: Paid Time Off (PTO) from work is provided to eligible employees pursuant to this Article. PTO benefits are available for all employees working 30 hours or more per week (i.e., those employees eligible for healthcare benefits), and accrue from the first day on the job. PTO may be used beginning on the 90<sup>th</sup> calendar day of employment. PTO is calculated as follows:

| <u>LENGTH OF SERVICE*</u> | <u>ACCRUAL RATE PER HOUR WORKED</u> | <u>ANNUAL EQUIVALENT OF PTO (BASED UPON 40-HOUR WORKWEEK)</u> |
|---------------------------|-------------------------------------|---|
| Level 1 (0 to 1 Years):   | .0428                               | 11 Days   |
| Level 2 (1 to 5 Years):   | .0650                               | 16 Days   |
| Level 3 (5+ Years):       | .0705                               | 17 Days   |
| Level 4 (10+ Years):      | .0833                               | 20 Days   |
| Level 5 (20+ Years):      | .1013                               | 24 Days   |

\*Length of Service for purposes of PTO accrual rates shall be defined as time worked with the Employer, following its acquisition of Marlene's Tacoma. However, no current employee will suffer a reduction in their current accrual rate as a result of this contract.

8.2 PTO Usage: PTO must be accrued in order to be used. PTO may be utilized for vacations, holidays, and other personal time off, as well as for any reason covered by Washington State or City of Tacoma paid sick leave laws. The Employer may require reasonable documentation for absences exceeding three consecutive workdays for PTO usage for paid sick leave reasons.

8.3 Notification: Employees using PTO for any unforeseeable reason covered by Washington State or City of Tacoma paid sick leave laws must provide notice to their Department Manager or MOD as soon as practicable prior to the start of their shift. Employees using PTO for any foreseeable reason covered by paid sick leave laws must provide notice to their Department Manager or MOD at least ten (10) days in advance when using PTO for foreseeable paid sick leave absences. PTO usage for all other purposes are expected to be requested at least three (3) weeks in advance.

PTO requests will generally be reviewed and approved or denied on a first-come, first-served basis.

8.4 PTO Cap: PTO shall be capped at 250 hours. Once an employee has accrued 250 hours in their bank, they will not continue to accrue PTO until their balance falls below 250 hours.

8.5 No Cash-Out: There shall be no cash-out of any accrued, unused PTO benefits at any time.

8.6 Sick Leave: All employees who are not eligible for PTO shall instead be eligible for paid sick leave as outlined below.

8.6.1 Accrual: Employees shall accrue one hour of paid sick leave for every 40 hours worked, in accordance with Washington State law.

8.6.2 Usage: Employees may use accrued sick leave for any reason covered by Washington State or City of Tacoma's paid sick leave laws. Paid sick leave may be used beginning on the 90<sup>th</sup> calendar day of employment.

8.6.3 Carryover: Unused sick leave balances of up to 40 hours shall carry over to the following year. Unused sick leave balances shall not be cashed out at any time.

- 8.6.4 Compensation: Sick leave hours shall be compensated at the employee's regular hourly rate.
- 8.6.5 Notification: Employees must notify their Department Manager or MOD as soon as practicable prior to the start of their shift when using sick leave for unforeseeable absences. For foreseeable absences, employees must notify their Department Manager or MOD at least ten (10) days in advance when using sick leave for foreseeable absences.
- 8.6.6 Documentation: The Employer may require reasonable documentation for absences exceeding three consecutive workdays.
- 8.6.7 Protection: Employees shall not face retaliation or discrimination for using sick leave.
- 8.7 Employees whose eligibility changes will not lose their accrued PTO, but will not continue to accrue PTO while not eligible. Employees who gain eligibility will not lose their accrued paid sick leave, but will not continue to accrue paid sick leave while in PTO-eligible status.

## ARTICLE 9 – GRIEVANCE PROCEDURE

Any grievance(s) involving the interpretation or application of this Agreement that arise between the parties during the term of this Agreement, shall be adjusted in the following manner:

- 9.1 Pre-grievance: Before a grievance is filed by or on behalf of an employee or employees, the employee or employees should make a good faith effort to resolve the underlying dispute with their supervisor. The parties will strive wherever possible to verbally settle potential grievances at the department level.
- 9.2 Step One: Any grievance or dispute concerning the application or interpretation of this Agreement must be presented in writing by the aggrieved party to the other party within fifteen (15) calendar days from the date the party knew or reasonably should have known of the event(s) or occurrence(s) giving rise to such grievance or dispute.
- The responding party shall have no longer than fifteen (15) calendar days from the date a written grievance is received to reply in writing. In the absence of a timely written response the grievance shall be deemed denied and shall move to the next step.
- 9.3 To be valid, a grievance must identify each of the following: (1) the person(s) aggrieved; (2) the contractual provisions allegedly violated; (3) the date on which the facts giving rise to the grievance occurred; (4) a description of the alleged violative conduct or incident at issue; and (5) the remedy requested.
- 9.4 Step Two: If the grieving party desires to proceed, then within twenty-one (21) calendar days after the date a written reply is received or the grievance is deemed denied the parties shall meet and make every attempt to settle the grievance. In this step, the parties may

agree to engage in dispute mediation with a mutually agreeable mediator. If this option is utilized it will be completed within thirty (30) calendar days of the start of this step.

9.5 **Step Three – Arbitration:** Grievances still unresolved may be submitted to arbitration by either party by written notice to the other no later than fifteen (15) calendar days after the last meeting of the parties at the above step.

9.5.1 The parties shall attempt to select an impartial arbitrator, or if they are unable to do so, the Union shall request the Federal Mediation and Conciliation Service to submit a list of eleven (11) disinterested, local, and qualified persons willing to act as impartial arbitrators; with a copy of such request being sent to the other party. From this list the Employer and the Union shall alternately strike one name until ten (10) names have been eliminated, and the person whose name remains shall be the impartial arbitrator. The parties shall draw lots to determine who shall make the first deletion from the list.

9.5.2 The fees and expenses of any mediation, arbitrator, and hearing incurred as the result of mediation or arbitration shall be borne one-half (½) by the Union and one-half (½) by the Employer, except that each party shall bear its own expenses of advocacy in presenting evidence. The decision of the arbitrator shall be final and binding on both parties. Neither party shall be liable for the expenses of the other party's witnesses.

9.5.3 The arbitrator shall have no authority to add to, subtract from, or otherwise alter this Agreement, and shall be encouraged to render a written decision within thirty (30) calendar days. The decision of the Arbitrator shall be final and binding on the parties. In any case in which back pay is awarded, the Arbitrator shall retain jurisdiction to calculate the amount of compensation due, including offset, if any, for interim earnings and/or failure to mitigate in the event the parties are unable to agree on such matters.

9.6 **Time Limits:** It is understood that any of the foregoing time limits may be waived by written mutual agreement.

## ARTICLE 10 – LEAVES OF ABSENCE

10.1 **Unpaid Leaves of Absence:** Unpaid leaves shall be governed by state and federal leave laws, or the Employer's policy, whichever is more favorable to the employee.

10.2 **Jury Duty Leave:** Employees who are called for service on a jury shall be excused from work for the days on which they serve. Employees excused from attendance at court must report for work if sufficient time remains to work at least one-half (1/2) of their normal workday. Employees must furnish verification showing date and time of jury service.

10.2.1 **Witness Duty:** Employees required to appear in court or in legal proceedings on behalf of the Employer shall receive compensation at their straight-time hourly rate of pay for the time spent in making such appearance during their scheduled work hours.

- 10.3 **Bereavement Leave:** Employees who experience the death of an immediate family member, shall be allowed to take an unpaid bereavement leave of up to five (5) days to attend the funeral and see to other arrangements, provided that the employee has been employed with the Employer for at least 30 days. Immediate family shall be defined as an employee's spouse; domestic partner; child; parent; parent-in-law; sibling; grandparent; grandchild; or the step or in-law equivalent of child. Proof of death must be provided as a condition of receiving bereavement leave, consistent with the Employer's bereavement leave policy. Bereavement leave taken under this Section will be unpaid, but employees may use any accrued and unused PTO or sick leave to have the time off be paid.
- 10.4 **Union Leave:** Upon request of the Union, leaves of absence without pay for Union business not to exceed three (3) months may be granted in the discretion of the Employer to employees, regardless of their length of service. Employees returning from such leave shall retain their seniority.

## ARTICLE 11 – MANAGEMENT RIGHTS

- 11.1 **General Management Rights:** The Union and its members recognize that the Employer retains and reserves all its rights, power, and authority to operate and manage the business, to direct, control, and schedule its operations and workforce, and to make any decisions, and retains all functions and authority connected with or in any way affecting the business, whether or not specifically mentioned herein and whether or not hereto exercised, unless specifically and expressly limited by the terms of this Agreement.
- 11.2 **Specific Management Rights:** Unless otherwise restricted by a specific provision of this Agreement, such management prerogatives shall include, but are not limited to, the sole and exclusive rights, at its own discretion, to:
- A. Determine the mission, budget, organizational structure, services, scope and method of providing those services, and location of operations and work;
  - B. Determine all selling, pricing, advertising, and financial policies;
  - C. Merge, consolidate, expand or curtail or discontinue temporarily or permanently, in whole or in part, operations or departments;
  - D. Contract and subcontract work or functions to be performed;
  - E. Assign or transfer work from one facility to another facility;
  - F. Hire from any source;
  - G. Assign non-bargaining unit employees, including but not limited to managers and supervisors, to perform work covered by this Agreement when the Employer determines that such is necessary for efficient operations or other business considerations; however, the parties recognize that it is not the intent to displace bargaining unit employees as a direct result of this provision (G);
  - H. The right to hire, suspend, discipline or discharge for cause, or to layoff due to lack of work, recall, leave a position unfilled, within the terms of this Agreement;
  - I. Establish, revise, and implement standards for hiring, promotion, and quality of work;
  - J. Introduce new jobs and new and improved methods of operation, abolish, and/or combine existing jobs;
  - K. Train and select employees for training;

- L. Direct all aspects of work; determine job content; assign duties; and determine work schedules of its employees;
  - M. Assign specific employees to particular types of work, shifts, including but not limited to starting and quitting time, hours, overtime hours, days, equipment, or places of work;
  - N. Establish work schedules, shifts, hours of work, and workweeks;
  - O. The right to determine manpower requirements and staffing requirements;
  - P. The right to determine product schedules, assignment of work, work duties, and the qualifications of the workforce;
  - Q. Conduct performance appraisals, quality of work standards, and otherwise supervise its employees;
  - R. Adopt, enforce, revise, and modify rules and regulations concerning employee conduct, employment, the workplace, regulatory compliance, and safety;
  - S. To install and/or relocate security or surveillance cameras on the Employer's property and equipment;
  - T. Determine the materials, equipment, technology, facilities, locations, and property to be used in its operations, and control the use of such materials, equipment, technology, equipment, facilities, locations, and property;
  - U. Require employees to be employed interchangeably in various positions within their department, and that any employee may be assigned duties in other areas of work within their department as needed; and
  - V. Take whatever actions may be necessary to carry out its mission during emergencies, and to reasonably determine what constitutes an emergency.
- 11.3 No Waiver: If the Employer does not exercise any one or more of its management rights set forth in this Agreement, such conduct shall not be deemed a waiver or abandonment of any such right(s). If it exercises any of its management right(s) in a particular manner, such conduct shall not preclude its exercise of such right(s) differently or in any other way not in conflict with an express prohibition contained within this Agreement.

## **ARTICLE 12 – NO STRIKES OR LOCKOUTS**

- 12.1 The employees and the Union, its officers, agents, representatives, employees, and members agree that so long as this Agreement is in effect, there will be no strikes, sit-downs, walkouts, slowdowns, boycotts (whether primary or secondary in nature), stoppages of work, sympathy strikes, picketing (including informational picketing), or other interruption of operations. The Employer will not engage in a lockout of employees during the term of this Agreement.

## **ARTICLE 13 - WORKPLACE SAFETY**

- 13.1 Store Safety Committee: A Store Safety Committee will be held in accordance with applicable laws and this Agreement. Minutes of the Store Safety Committee meetings will be posted or made otherwise available for review.
- 13.1.1 The Store Safety Committee shall be established to promote a safe and healthy work environment, composed of two (2) employee-elected and up to two (2) employer-selected members, with employee representatives chosen by their peers or

designated by the union. Meetings shall occur monthly for one (1) hour, with minutes recorded, preserved for one year, and posted on the union bulletin board for review. By mutual agreement, the Committee may elect to meet more frequently than once a month. The committee shall operate in compliance with Washington Administrative Code (WAC) 296-800-13020 and other applicable regulations.

- 13.2 Master Safety Committee: In addition to the Store Safety Committee, the Employer and the Union will maintain their Master Safety Committee, made up of (2) members from the Union and up to an equal number of members from the Company. If necessary to address certain issues at a workplace either party may invite guests with prior notice.
- 13.2.1 The Master Safety Committee will meet within fifteen (15) calendar days of a request by either party, but no more often than once per month (absent mutual agreement otherwise), and no less frequently than once per quarter, to review workplace safety matters. The parties will discuss and effectively recommend resolutions of safety issues in the workplaces.
- 13.2.2 In addition, the Company and the Union agree that they will continue to discuss and jointly address safety-related issues and/or questions about the Company's safety program in good faith.
- 13.2.3 The Store Safety Committee's and the Master Safety Committee's roles are advisory in nature. The Employer retains its management rights with respect to operating its store, and implementing safety policies and procedures.
- 13.2.4 The Store Safety and the Master Safety Committees will be expected to avoid disrupting customers/the business operations and employees in the performance of their work.
- 13.3 The Company agrees that it shall provide safety training in accordance with the law and its policies as necessary. In addition, the Store Safety Committee and the Master Safety Committee may recommend training subjects for consideration.
- 13.4 The parties agree that no party shall retaliate against any employee for bringing forward safety issues in good faith.
- 13.5 Nothing in this Article shall be interpreted to diminish the Employer's rights/obligations or employees' rights/obligations under applicable laws or applicable Company practices and policies.
- 13.6 The Company and Union agree that the Employer is responsible for maintaining reasonable safety policies and expectations, and its employees are responsible for adhering to the Employer's safety policies and expectations.
- 13.7 Safety Cameras: Safety cameras are intended to be a preventative measure and deterrent. Footage may be monitored in management's discretion. While the primary purpose of safety cameras is the protection and safety of employees and customers, management

reserves the right to review and rely upon camera footage for discipline and investigatory purposes, as well.

#### ARTICLE 14 – GENERAL PROVISIONS

- 14.1 Store Closure: In the event of a planned store closure (e.g., not including unforeseeable events), the Employer shall give employees and the Union not less than fourteen (14) calendar days' written notice prior to the closure, or back pay for scheduled workdays the notice falls short of the full fourteen (14) calendar days.
- 14.2 Separability: If any Section or paragraph of this Agreement is rendered invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The Section or paragraph rendered invalid shall, upon sixty (60) calendar days' written notice by either party, be subject to renegotiation for the purpose of replacement or deletion.

#### ARTICLE 15 – DURATION OF AGREEMENT

- 15.1 This Agreement shall be in full force and effect commencing the first full payroll period following ratification (November 6, 2025) of this Agreement and continuing through August 31, 2028, at which time it shall be automatically renewed for a period of one (1) year from said date, and thereafter for each year upon each anniversary of said date without further notice, provided, however, that either party may open or terminate this Agreement for the purpose of terminating or discussing revisions to the Agreement within ninety (90) to sixty (60) calendar days prior to said expiration date of each anniversary thereof upon written notice being served upon either party by the other.

MARLENE'S MARKET & DELI

UNITED FOOD & COMMERCIAL  
WORKERS UNION LOCAL NO. 367

By: 

By: 

Todd McHatton  
General Manager

Date

Michael Hines  
President

Date

**APPENDIX A**  
**Classifications and Rates of Pay**

**Marlene's Wage Scale (3 years; 2.5% COLA reflected in scale; Min/Max Range) – effective date of November 8, 2025 (or start of first full pay period following ratification, if no agreement is reached by 11/8/2025).**

**Years\*:**

Year 1 = November 8, 2025

Year 2 = November 7, 2026

Year 3 = November 6, 2027

\*Wage scale adjustments shall occur on an employee's anniversary date following the referenced November date each year; except that Year 1 for current employees shall begin on November 8 or the first full pay period following ratification (whichever is later).

**The scale shall increase at a COLA rate of 2.5% each year (as reflected in the scales below). Current team members (hired by Marlene's on or before November 1, 2025), shall instead receive a COLA rate of 3.5% in Year 1 and 3% in Years 2 and 3. This is not a combined COLA, but an alternative COLA applicable to current team members.**

All Team Members receive a 3.5% COLA increase in Year 1 (and 3% COLA increase in Years 2 and 3), except in the following circumstances:

- The applicable 3.5% or 3% COLA does not bring them up to the current "floor" (Min) of the wage scale, in which case they are placed at the floor of the wage scale (i.e., they receive more than the COLA).
- The applicable 3.5% or 3% COLA, or their current rate, places them above the top of the wage scale (Max). If their current rate is above the Max, they will remain at their current wage until the scale catches up to them. If their current rate is below the Max, but the COLA would put them over, they will move to the top of the wage scale (Max). To clarify, no one receives a pay decrease.

CREW (*Deli Front-End Clerk, Market Clerk, Produce Clerk, Cashier, Custodian*)

**Scale Year 1 Year 2 Year 3**

**Min** \$18.00 \$18.45 \$18.91

**Max** \$21.75 \$22.29 \$22.85

SPECIALIST (*Bulk Manager, Deli Kitchen Clerk, Wellness Associate, Specialty Foods Manager*)

**Scale Year 1 Year 2 Year 3**

**Min** \$19.00 \$19.48 \$19.96

**Max** \$23.50 \$24.09 \$24.69

LEAD (*Receiver, Scan Coordinator, Lead Cashier, Deli Shift Lead, Baker, Bodycare Manager*)

**Step Year 1 Year 2 Year 3**

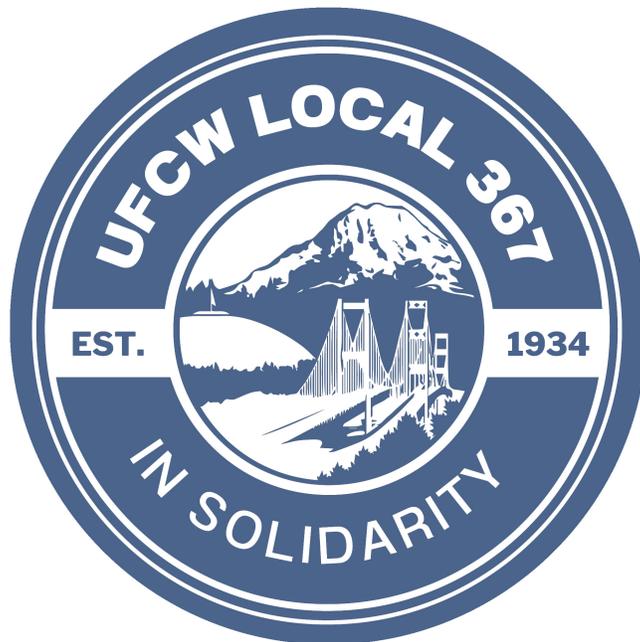
**Min** \$20.00 \$20.50 \$21.01

**Max** \$24.50 \$25.11 \$25.74

Application Notes:

- **Step advancement:**
  - **Incumbents:** advance together annually on the common service-anniversary month (November or date of the start of the next pay period after ratification).
  - **Future hires:** advance on individual service anniversaries.
- **Unpaid leave:** Service accrual **pauses after 60 consecutive calendar days** of unpaid leave; paid leaves accrue; protected leaves credited as required by law.

- **Red-circle:** Above schedule → rate **frozen (no COLA)** until the wage range equals/exceeds the rate; then paid the schedule rate.
- **Promotions:** Employees advancing from one category to a higher-paid category (e.g., from Crew to Specialist), will move into the “Min” wage step in their new position, or will remain at their current rate of pay (whichever is higher).
- **Above scale:** Employer reserves the right to pay any rate or benefit above the contractual minimums.



***We are a diverse member driven Union fighting for economic and social justice. We empower through respect, integrity and dignity. Our strength comes from standing in solidarity with our communities to build a better life.***

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UNITED FOOD & COMMERCIAL WORKERS UNION LOCAL 367

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