

**MEMORANDUM OF AGREEMENT
BETWEEN
LOCAL 1-S RWDSU
AND
MACY'S INC.**

For Herald Square, Queens, Parkchester and White Plains New York

This Memorandum of Agreement (“MOA”) is by and between Macy’s Inc. (“Macy’s”) and the Local 1-S RWDSU (the “Union”), hereby collectively referred to as the “Parties.” As result of good faith negotiations, the Parties have reached a tentative agreement on certain changes to the Contract Agreement (“CBA”) expiring May 1, 2020 between the Parties. This MOA contains the changes to the CBA agreed upon by the Parties. Unless changed by this, the provisions of the CBA shall remain as is.

1. Section 3.01 shall be modified as follows:

3.01 Each Regular Employee compensated on a base hourly rate, or a base hourly rate plus commission shall receive a General Wage Increase (GWI), to be applied the first fiscal Sunday as outlined below:

*	Year 1,	2020	<u>\$.30</u>	May
*	Year 2,	2021	<u>\$.35</u>	May
*	Year 3,	2022	<u>\$.40</u>	May

Eligibility for GWI: Employee must have been employed for 180 days of consecutive service as of the day before the effective date of the GWI.

GWIs will not be added to the 2020 “caps” max rate; GWIs will be added to the “caps” max rate in 2021, 2022.

Draw vs Commission Associates One (1) time lump sum bonus payable upon ratification, to be calculated as follows: * 52 weeks X base hours per week X GWI amount (\$.30).

2. Section 3.02 shall be modified as follows:

3.02 Performance and Annual Reviews:

GWIs Eligibility:

Associates with a BE performance rating will receive their GWI, the first fiscal Sunday in August ~~with retro~~ in accordance with section 3.01 and 3.22.

3. Section 3.10 shall be modified as follows:

- 3.10** The Company will pay the Local 1-S negotiating committee members for time present in negotiations and negotiations preparation sessions their regular pay or benefit rate for commissioned associates, provided that the successor contract is agreed upon and ratified by June 29, 2020 absent a work stoppage. Company payment will be a reimbursement of wages paid by the Union to the Local 1-S committee members.

The Company will reimburse the Local 1-S Union for wages paid by the Union to the Local 1-S negotiating committee members for time present in 2023 negotiations and negotiations preparation sessions. Reimbursement will be based on the committee members regular pay or benefit rate for commissioned associates, provided that a successor contract is agreed upon and ratified by the committee and voted by the members by June 15, 2023 absent a work stoppage.

4. Section 3.22 shall be modified as follows:

- 3.22** The Company agrees that no more than 6% of those employees eligible for the scheduled GWI may fall into the below expectation (BE), as referenced in section 3.02. Those employees who fall into this category will receive their scheduled GWI three fiscal months following the effective date of the scheduled GWI. The scheduled GWI will be payable the first Sunday in August and retroactive to the first fiscal Sunday in May and will be payable if the employee is actively employed at the time the increased is processed.

5. Section 3.50 shall be modified as follows:

3.50 Transition Pay Package

- Eligibility: Any employee with a minimum age of 55 years and who has completed at least 15 years of service as of the last day of the election window of either offering.
- Offer: One (1) Week of pay at 100% their base rate or AHR (whichever is applicable) for every completed year of service as of the last day of the election window of either offering.
- Max: None
- Election Window:
 - 1st Offering: January 1, 2021 – January 23, 2021
 - 2nd Offering: January 1, 2022 – January 22, 2022
- Last Day Worked
 - 1st Offering: January 29, 2021
 - 2nd Offering: January 28, 2022
- Last Day Worked & Termination Date
 - 1st Offering: January 30, 2021
 - 2nd Offering: January 29, 2022

6. Article III, Deficit Wipe shall be modified as follows:

Companies to extend the Re-Opening Agreement pursuant to deficit wipe. For colleagues who are on a Draw vs. Commission pay plan, in the event a colleague accumulates deficit during the reduced operating hours, the Company will conduct deficit wipe off through August 31, 2020.

7. Section 4.04 shall be modified as follows:

4.04 Full time regular employee will be scheduled to work no more than two (2) late nights during the workweek. The Employer shall construe a late night as one on which such employee is scheduled to work until 7:30 ~~7:00~~ p.m. or later, except during the period of Christmas night openings and the weeks in which inventory occurs. During such Christmas and inventory periods, a late night will be construed as one in which any such employee is scheduled to work after 7:30 ~~7:00~~ p.m.

In a store where the majority of normal store closing hours during the weekdays are later than 10:00 PM, Full-time employees with twenty-five (25) or more years of service will be scheduled for no more than one (1) night later than 9:00 PM. This excludes the period of Christmas night openings [The Friday after Thanksgiving through December 26] and the weeks in which each inventory occurs.

There will be no less than nine (9) hours between the ending of an assigned shift and beginning of the next assigned shift. This is not inclusive of colleague initiated self - service actions as outlined in Article 4 – MSP online scheduling.

Employees will be required to work a maximum of 2 (two) inventories per calendar year. Any employee who works an inventory beyond 11:00 PM, and works until released, will receive a \$ 15.00 pay adjustment for transportation. The Company will in so far as practical, not schedule employees who work an inventory past 11:00 PM for 7:00 am the following day.

8. Section 5.01 shall be modified as follows:

5.01 Regular Employees other than those employed in divisions or departments which normally operate on Sundays and holidays shall not (except as otherwise provided in this Article) be required to work on any of the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and Dr. Martin Luther King Jr. Day. Regular Employees are defined as all regular associates who work a base schedule of 12 hours a week or more and have completed 90 days of continuous service. Holiday pay for employees who do not work the holiday is calculated as weekly scheduled hours divided by weekly scheduled days. This provision includes base plus commission associates.

Those employees on a base schedule of less than 12 hours per week, prior to (3/1/99) will retain eligibility for holiday benefits.

9. Section 5.01(b) shall be removed.

10. Section 5.02 shall be removed.

11. Section 5.04 shall be modified as follows:

5.04 If any Regular Employee shall absent himself from work on a scheduled working day preceding or following any such holiday, such Regular Employee shall not receive pay for such holiday unless such absence shall have been previously authorized or subsequently approved for this purpose by such employee's department or division manager. Employees who are not scheduled on Memorial Day or Labor Day will receive holiday pay providing the employee has worked their scheduled day preceding and following Memorial Day or Labor Day. Employees are expected to work regardless if the shift was assigned or self-selected.

12. Section 5.05 shall be modified as follows:

5.05 Any Regular Employee who ~~has volunteered~~ works on the following Holidays: New Year's Day, Dr. Martin Luther King Jr Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, or Christmas Day, or was requested to do so by their department or divisional manager, will receive Holiday Pay plus time and one-half for all hours worked that holiday. Holiday Pay for employees who work the holiday, shall be paid based on Average Daily Hours paid, ~~(but not less than their weekly scheduled hours in the HR/PeopleSoft system)~~ in the prior calendar year which is computed by dividing the number of hours paid by the number of days paid (with a maximum of 8 hours).

- I) Salary plus commission associates also receive any commission earned.
- II) Draw/Commission associates receive normal draw/commission plus time and one-half at the prorate rate.
- III) ~~Employees may elect to receive a Compensatory Day in lieu of holiday pay. The compensatory day is calculated as weekly scheduled hours divided by weekly scheduled days. Compensatory days earned must be used within six months of the holiday on which it was earned.~~

13. Article VI shall be modified as follows:

6.01 The Employer shall adhere to the following vacation plan:

- (A) The Company will post the colleague's vacation balances quarterly. The vacation balances will reflect colleague's entitlement as of the new fiscal year

minus time used through the end of the previous fiscal quarter. The post will include:

- I) Each Associate
- II) Associate number
- III) Date of hire
- IV) Base/Standard Hour
- V) Eligible vacation time for the fiscal year, and
- VI) PTO/Vacation Remaining Balances

6.02 ~~All Vacation/PTO eligible colleagues must schedule all but one week of their vacation/PTO hours by June 1st of each fiscal vacation year. No less than 75% of each colleagues PTO/Vacation hours must be used and/or scheduled by September 1st of each fiscal vacation year.~~ All PTO/Vacation requests must be discussed with the direct supervisor prior to submitting the actual request via Macy's Time Off system.

(A) If any, Regular Employee shall fail to communicate to the Employer his choice of vacation time prior to September 1st of each fiscal year then the Employer may schedule the vacation time of such employee without regard to the preference of such employee.

(B) The length of vacation to be granted to each Regular Employee shall be determined in accordance with the applicable vacation schedule annexed hereto as Schedule A and made part hereof.

6.03 Preference for the time of vacation shall be granted by the Employer, whenever reasonably practicable, in accordance with the seniority of Regular Employees within such Department. The supervisor must respond to a timely submitted vacation request within fourteen (14) days of such submission.

(b) With respect to the vacation periods, any Regular Employee desiring to take vacation to which he is entitled in accordance with the provisions of Schedule A annexed hereto shall notify the Employer of such choice by three weeks preceding the start of the vacation date in which he desires to take such vacation, subject to the determination of the Employer as to the weeks during which employees employed in his Department may take vacations during such period.

6.04 Vacation benefits shall accrue or be payable as outlined in Scheduled A attached hereto.

6.05 Each Regular Employee shall receive the vacation allowance to which he is entitled under this Article VI in an amount determined in the same manner as heretofore.

6.06 Any Regular Employee who has been on a leave of absence during the twelve (12) month period prior to the applicable vacation year and has thereafter returned to work will receive vacation benefits in accordance with Schedule A annexed hereto

at a time determined by the Employer provided (a) he has worked a minimum of nine (9) months during the twelve (12) month period prior to the applicable vacation year and (b) has worked a minimum of thirty (30) days following his return to work and (c) such vacation can be completed within the applicable vacation year. Any employee with less than one year of service who otherwise would qualify for vacation benefits except for the limitation of (a) above shall be deemed to meet such limitation if he has worked a minimum of three-quarters (3/4) of the time between the date of his employment and the applicable vacation year.

14. Section 7.12 shall be modified as follows:

7.12 If the Union, within five (5) working days after the discharge or discipline of any Regular Employee, shall in writing request the Employer to furnish a statement of the cause or causes of such discharge or discipline, the Employer shall comply with such request five (5) working days after the making of such request. Within five (5) days after the sending of such statement, the Union, if it desires to question the discharge or discipline, shall send written notice of such intention to the Employer, and if such notice is given, the matter shall then be settled in accordance with the provisions of Section 11.01 hereof, except that it shall be commenced at Step 3. If the grievance is not satisfactorily settled in accordance with the provisions of Article XI, the question may be submitted to arbitration in accordance with the provisions of Article XII hereof; provided, however, that notwithstanding anything contained in this agreement, no dispute concerning any discharge or discipline shall be subject to arbitration unless arbitration is demanded within thirty (30) days after discharge or discipline unless, prior to the end of such thirty (30) day period, additional time has been requested by the Union and granted by the Employer who shall not unreasonably withhold its approval of such request. Notwithstanding anything herein contained, the Employer shall have the right in its discretion, and without right of arbitration on the Union's part, to discharge any employee for inefficiency or incompetency within a probationary period of sixty (60) days from the date of the hiring of such employee. From the period of 61 days from the date of hiring through and including the 90th day of employment, the Employer shall have the right in its discretion, and without right of arbitration on the Union's part, to discharge any employee for unacceptable ~~Sales Productivity~~, conduct or Time and Attendance. Christmas hires whose employment is extended past January 30th shall have their probation period commence retroactively to 90 days prior to January 30th.

15. Section 9.01 shall be modified as follows:

9.01 This agreement shall be effective on the date of the execution hereof and shall continue in effect until May 1, 2023, with an automatic 45-day extension to 11:59 pm, June 15, 2023.

16. Section 9.02 shall be modified as follows:

9.02 Not less than thirty (30) days prior to May 1, 2023, either party may notify the other by registered mail of its desire to renew or modify this agreement. If such notice of a desire to renew or modify this agreement shall be given by either party the parties shall enter into negotiations regarding the proposed renewal or modification. If such negotiations are not concluded prior to such expiration date all of the provisions of this agreement shall be and hereby are extended for a period of Forty Five (45) days from such date of expiration for the purpose of permitting the parties hereto to continue such negotiations; provided, however, that any modification agreed upon by the parties with respect to wages shall be retroactive to and dated as of the date of the commencement of such forty-five-day period. If the parties hereto shall fail to agree upon such modification, this agreement shall terminate at the expiration of such forty-five-day period.

17. Section 11.01 shall be modified as follows:

11.01 All grievances of employees covered by this agreement and of the Union shall be presented to the Employer in the following manner, except as herein otherwise provided:

Step 1: The aggrieved employee shall, either individually or together with his Shop Steward, at his option, take up the matter with the employee's immediate supervisor who shall answer the dispute within two (2) working days after it shall have been presented to him. If such dispute is submitted in writing then such answer shall be in writing.

Step 2: If the matter shall not have been settled satisfactorily at Step 1, the employee's Shop Steward, or a Union Divisional Committee consisting of not more than three (3) members, and the employee's Shop Steward, if such Committee requests such Shop Steward's presence for the consideration of the dispute, shall submit the dispute to the aggrieved employee's next level Manager up to Store Manager as the case may be, or such other supervisory executive as may be designated by the Employer, who shall answer such dispute within three (3) working days after it shall have been presented to him. If such dispute is submitted in writing then such answer shall be in writing.

Step 3: If the matter shall not have been settled satisfactorily at Step 2, the Union administrator, or other officer of the Union, shall submit the dispute in writing, as outlined on the Local 1-S Grievance Form, which includes section of the contract, violated, state the grievance (including who is involved, where, when and what happened, setting forth the facts giving rise to the grievance, and the relief claimed, to a Grievance Committee comprised of a minimum of three (3) Union representatives not active employees of the Company and the Regional Director of Labor Relations and/or the Vice President of Labor Relations. The Grievance Committee shall meet no fewer than three (3) times in each fiscal month. Meetings

will be of such duration necessary to meaningfully deal with pending issues and may be held in person, via conference call or video conference. (A meeting may be cancelled should there be no pending grievances to be considered at the time or by mutual agreement of the parties). Following each meeting of the Grievance Committee, the Director of Labor Relations for Macy's New York, shall answer the dispute presented, in writing within five (5) days or at the next meeting of the Grievance Committee, whichever is later.

Step 4: If the matter shall not have been settled satisfactorily at Step 3, the Grievance Committee shall submit the dispute to the Vice President of Labor Relations, Macy's New York. The parties shall schedule regular Step 4 meetings each fiscal month which meetings will include the Grievant, other employees or past employees with knowledge of the facts and circumstances relevant to the grievance. The Vice President shall answer the dispute within seven (7) calendar days after the Step 4 meeting when it was considered.

An earnest effort shall be made by all parties to effect a fair and equitable disposition of all grievances, but the decision of said Vice President, or his designated representative, as the case may be, with respect to such grievances, shall be final, except as to any matter which is the subject matter of arbitration pursuant to the provisions of Article XII hereof, or any other article hereof which provides for arbitration.

The Union Divisional Committee referred to in Step 2 will be one of the committees composed of employees from divisions established for this purpose by the Union, and as to each grievance the Divisional Committee will be the one within the same Union division as that of the aggrieved employee. In the Herald Square store the Union will have a separate division for each selling floor consisting of all of the selling departments on that floor; and the Union will have a separate division for employees in each of the Employer's non-selling and clerical departments. There will be a separate Divisional Committee for each of the other stores covered by this agreement.

18. Section 12.02 shall be modified as follows:

12.02 The party desiring arbitration shall notify the other in writing of its intention so to arbitrate such dispute. In the event that more than one issue is submitted to arbitration at one time, either party shall have the right to insist that the issues be arbitrated separately and by different arbitrators. The party requesting separate arbitrations in such case shall pay the additional administrative charges of the American Arbitration Association arising from separate arbitration proceedings, and if the hearings in any separate arbitration proceeding are of short duration so that the fees of the arbitrators are greater than such fees would have been in a single arbitration determining in one proceeding all matters originally submitted together, the party requesting separate arbitrations shall pay such excess fees. The Union and the Company have agreed to a list of Four (4) arbitrators: Randi Lowitt, Joan

Parker, Dan Brent and Bonnie Weinstock, whose agreement will be jointly sought to make available one (1) hearing date per month among them for the purpose of ensuring prompt arbitration hearings. The arbitrator’s fees for hearing dates not used shall be split by the Union and the Company. If such an arrangement cannot be worked out with the above named arbitrators, then the parties will utilize the normal procedures of the AAA for selection of an arbitrator. Each arbitration under this contract shall be conducted in accordance with such Rules. Pending a decision of such Arbitrator and thereafter so long as the Employer shall abide by the Arbitrator’s award, the Union will not cause, auction, take part in any strike (whether sit-down, stay-in, sympathetic, general or of any other kind), walkout, picketing, stoppage of work, retarding of work or boycott, whether of a primary or secondary nature, or any other interference with the operation and conduct of the Employer’s business. [ADDED FROM CONTRACT TO COMPLETE THE SECTION].

19. Section 14.03 shall be modified as follows:

14.03 The Company will contribute up to \$40,000 per calendar year, beginning January 2021, to the Local 1-S charitable fund for the duration of this Agreement, absent a work stoppage. ~~The Union will provide an annual report reflecting all expenses for the 2020 calendar year by January 15th, 2021.~~

Beginning January 2021 and for the duration of this Agreement, the Company will reimburse twice per year (August 1st and February 1st) based on expenditures made by the Union in the previous 6 calendar months (not to exceed \$40,000 per calendar year). The Union must provide reporting for expenditures twice per year (July 15th and January 15th). Upon receipt of the Union’s expenditures, the Company will reimburse twice per year.

For example: Expenditures made by the union from January 1, 2021 – June 30, 2021 must be submitted to the Company no later than July 15th for the August 1st reimbursement (not to exceed \$40,000 per calendar year). Expenditures made by the union between July 1, 2021 – December 31, 2021 must be submitted to the Company no later than January 15th for February 1st reimbursement (not to exceed \$40,000 per calendar year).

	Spring 2017 Reported Expenditure	Spring 2017 Escrow Account	Company Reimbursement (Paid by 8/1/17)	Eligible Balance of 2017 Reimbursement (\$40K)
Example 1	\$8,000	\$8,000	\$16,000	\$24,000
Example 2	\$15,000	\$15,000	\$30,000	\$10,000

Twice per year, the Union will provide reporting itemized by month of all distributions made from the 1-S charitable fund, including:

- I. Date of distribution
- II. Recipient of distribution (without name, however with indication if recipient is an active employee, retiree or non-employee)
- III. Reason for distribution
- IV. Amount of each distribution
- V. Balance of all accounts

Reporting will be submitted no later than the 15th of the calendar month following the end of the prior season (July 15th and January 15th), representing the previous 6 calendar month period. The Company will remit payment only upon receipt of the Union's complete accounting as described above.

(Charitable funds will not be available to employees who experience hardship due to disciplinary issues related to work.)

Remaining union expenditures from January 1, 2020 – June 15, 2020 (2016 – 2020 contract) will be reimbursed upon receipt of such expenditures no later than July 15th for the August 1st reimbursement.

20. **Section** 14.13 shall be modified as follows:

14.13 Employees are to notify their immediate or appropriate supervisor about Jury Duty as soon as practicable. For each full day that a Regular Employee is required to serve on jury duty, the Employer shall pay the employee their regular daily scheduled hours. Pay will be either base hourly rate or vacation rate (if vacation rate is the pay method for paid time off).

If such jury duty for any days will end prior to the close of such employee's regular schedule working day, such employee will be expected to work the remainder of his regular working schedule, and "jury duty pay" shall be limited to those daily hours the employee did not work as a result of Jury Duty. Employees will neither ~~not~~ be paid in excess of their normal daily and/or weekly assigned schedule nor will "jury duty pay" result in payment of overtime for the week served unless overtime is approved by management.

If an employee is called to jury duty while on vacation, those days scheduled for jury duty will be credited back to the employee to take at another time.

For employees on an overnight schedule that ends between 2:00 AM and 10:00 AM the day of jury duty service, the employee will not be required to work either (a) their normal shift prior to their scheduled time to participate in jury duty or (b) their

normal shift on the day their jury duty service has ended. The day elected will be the day for which jury duty pay applies.

The company reserves the right to request verification of duty to serve.

21. Section 14.16 shall be modified as follows:

14.16 When a nurse is not present at a store, the Employer will endeavor to have a qualified individual available to administer first aid treatment for any employee who needs it during working hours. In the absence of a nurse, the Store Manager or his representative will be authorized to send an ill employee home and authorize payment as follows:

Any Regular Employee, with 25 years of service, who is sent home by the Employer because of illness after he has worked four (4) or more hours, shall be paid in addition to time worked the remainder of his scheduled hours of such day.

22. Section 14.17 shall be modified as follows:

14.17 The Company and the Union agree to update and compile all of the relevant contractual language from the March 3, 1989 collective bargaining agreement, the April 1993 collective bargaining agreement, the March 1, 1999 collective bargaining agreement, the March 2, 2006 collective bargaining agreement, the June 16, 2011 collective bargaining agreement, the June 16, 2016 collective bargaining agreement, and the, May 1, 2020 collective bargaining agreement, and all relevant letters of understanding.

The procedure to be used to complete this compilation work shall be as follows:

1) Commencing JulySeptember 202016, the parties will alternatively exchange drafts of the previous compiled contract with the results of the 2020 negotiations, until a final draft is produced. begin meeting to review all contracts going article by article until they have completed a review of all articles and letters of understanding. The parties will endeavor to meet no fewer than two consecutive days per month until the compilation is complete. In advance of the September 2016 meeting the parties will establish an agenda of specific Article(s) of the agreement to be discussed at each such meeting. Meetings that are canceled will be made up as agreed to between the parties.

2) No less than one week in advance of each meeting, †The parties shall meet upon request of the other party in an attempt to resolve any disputes. exchange proposed revised drafts of the Article(s) of the agreement on the meeting agenda.

3) In the event that the parties cannot reach an agreement on removal or continuation of specific contract language, the disputed language shall be retained in the new collective bargaining agreement.

4) The parties agree that the contract compilation process will be completed by by December 2020.September 2018.

5) The following constitutes the Collective Bargaining Agreement between Local 1-S Department Store Workers Union, RWDSU/UFCW and Macy's, Inc., and is understood and agreed to by the parties to consist of a consolidation of the contract and all of the memoranda and letters of agreement between the parties (hereinafter collectively referred to as the "Preceding Agreements").

While it is the parties' intention to rely on this consolidated agreement, the Preceding Agreements are hereby incorporated by reference and their terms shall be given full force and effect to the extent that the terms relied on therein have not been modified or repealed by subsequent agreement between the parties. For the purposes of enforcing the terms of the agreement between the parties, either party may rely on any of the Preceding Agreements. The Preceding Agreements shall not be considered extrinsic to the Collective Bargaining Agreement for the purposes of arbitration and may be relied on by the parties and the arbitrator of any dispute submitted by the parties.

23. Section 14.18 shall be added to the contract as follows:

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

1. Four (4) reusable facial masks will be distributed monthly; masks are required to be worn at all times until further notice. The expectation is that the colleagues are responsible to care for the company issued masks. In the event the mask gets damage during the colleagues working shift, the colleague will be able to exchange the damaged mask for a replacement.
2. Distribution of gloves and/or aprons for select colleagues based on the nature of work (i.e. colleagues who are processing multiple goods or interaction with customers at high-traffic registers.)
3. Increased and expanded cleaning protocols which will be the responsibility of all colleagues to some extent.
4. Installations of plexi-glass sneeze guards at cash wrap areas.
5. Social distancing indicators will be added as part of store signage.
6. Aligned to our current company practice, colleagues can excuse themselves to leave the floor and wash their hands at any time for a reasonable amount of time; the colleague should notify their People Leader in advance to ensure there is adequate coverage to support customer needs.

7. All colleagues will be allowed to wipe down and sanitize any equipment that the colleague is being required to use. The Company will provide hand sanitizer at every register, building entrance, lounge, breakroom, or display area for colleague and/or customer use.
8. Housekeeping and store leadership teams will ensure all cleaning products and sanitizer are replenished through-out the day. Housekeeping will maintain their typical daily cleaning operations which include disinfecting.
9. The Company will provide the colleagues with the safety protocols via My Insite prior to returning to their respective store with 1:1 People Leader reinforcement, signage will be posted at all colleague and customer entrances outlining the established safety protocols and practices as per the CDC and local government.
10. Our in house Plumbers/Steamfitters will continue to perform necessary maintenance to HVAC systems inclusive of review and changing of filters as needed.
11. Macy's will comply with New York City and New York State government guidance regarding customers wearing masks when visiting the store. The Company will have visual signage and placard that encourages personal protection equipment (PPE). Macy's will comply with all additional government and CDC guidelines as required. This policy requiring masks will be jointly reviewed by the Company and the Union on an ongoing basis to determine the need for the length of such policy however the final decision is the company.
12. In the event a colleague is uncomfortable with servicing a customer who is not wearing a mask, as per our established practice, the colleague should contact the appropriate people leader for customer assistance such colleague will not be disciplined for contacting the appropriate People Leader to service the customer.
13. Before and after handling the phone for Macy's Credit Services, colleagues should wipe down the phone with the appropriate disinfectant wipes and upon return of the phone the colleague should wipe the phone down before placing on the receiver.

Wellness Checks

Colleagues must complete wellness checks before each shift.

- Colleagues must take their temperature at home. If the temperature is 100.4°F or higher or if the colleague is experiencing flu-like symptoms or otherwise feeling unwell, the Colleague may not work their shift. The

Colleagues may use paid time off or in certain locations, available sick/safe time and may reach out to Colleague Support for assistance. In Herald Square and Queens Center, temperature checks will occur in store at the start of the colleagues shift. Colleagues who test over 100.4°F will not be allowed to work, and will be sent home. They will be entitled to PTO or sick benefits, and shall not be issued attendance points.

- For Parkchester and White Plains, colleagues will be required to complete temperature checks at home and self-report during their wellness check. In the event, a colleague forgets to take their temperature check at home they will have their temperature check completed at the store in an effort to allow the colleague to work that particular shift. Such colleague will be reminded of the expectations so they can work their assigned shift. When colleague arrives to work, a wellness check will be conducted and recorded.
- The questionnaire portion of the wellness check will be completed while the colleague is on the “on the clock”.
- The designated People Leader will ask a series of questions – known as Wellness Checks – to ensure the safety of everyone in the store (the responses to the series of questions is personal and will not be recorded).
 - Did you take your temperature before you left for work today?
 - Was your temperature below 100.4°F/38°C?
 - Are you free from all of the following symptoms: new or worsening cough, shortness of breath, sore throat, new loss of taste or smell, chills, muscle pain, headache, or runny nose?
 - Can you confirm that you have NOT had close and prolonged contact with a person who was lab-confirmed to have COVID-19 to your best knowledge? (The CDC defines close contact as being within 6 feet of someone with a confirmed case of COVID-19 for a prolonged period of time, 10 minutes or more, within the last 14 days).

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

Other Safety Measures

- Macy’s will provide face masks for each colleague on duty. Colleagues will be provided **four (4)** cloth (reusable) faces masks upon their return. As noted above, in the event the colleague’s mask gets damage during the colleague’s

working shift, the colleague will be able to exchange the damaged mask for a replacement. The masks will meet the CDC guidelines and will be worn at all times while at work. The colleague is expected to retain, clean and reuse the masks for one month (1 mask per week). At the beginning of the following month, the colleague will receive a new set of masks. This process will continue until further notice. The Company will advise the Union prior to implementing the change.

- The Company in order to practice social distancing and keep associates safer plans to temporarily suspend suit-fitting and measuring services in the Men's department. In addition, Men's dress shirts will not be available to try on in the store. Similarly, fitting will also be suspended in the Intimate Apparel department.
- Macy's plans to temporarily suspend personalized shoe fittings in the Men's and Women's shoes departments.

24. The following shall also be added to Section 14.18:

14.18 During the period of an emergency, catastrophe, or severe economic crisis which so affects the Company's operation as to result in extraordinary decrease of gross sales affecting the employment of such employee. No act or event within the Company's control shall be considered an emergency or catastrophe. A labor dispute to which the Company is not a party, and in which the Company has no control, or the adoption of any law or regulation, which is the cause of an extraordinary decrease in gross sales shall be considered an emergency. The Company will effects bargain the impact of the emergency, catastrophe, or severe economic crisis with the Union.

In order to address the current COVID-19 Pandemic, or in order to address any future Pandemic emergency where the City, State, or Federal Government issues a stay at home order, or recommends a stay at home order the agreed to conditions will apply as follows:

- A. If an employee is required to be Quarantined due to exposure, or contracted illness to COVID-19 pandemic or any future pandemic emergency they shall be entitled to full pay at their vacation rate of pay x their weekly scheduled hours, up to two weeks of the Quarantine period.
- B. In the event that the employee has not fully recovered, after the two week period, during COVID-19 pandemic or any future pandemic the employee may apply for a Leave of Absence, utilize any sick pay, or earned PTO time that they are entitled to under the collective bargaining agreement.

- C. In the event the employee has to care for a family member who is required to quarantine, during COVID-19 pandemic or any future pandemic, the employee can apply for a Leave of Absence.
- D. The employee is required to immediately notify the Company of the need for leave for either A , B or C above through their supervisor.
- E. Any employee who is Quarantined or on a Leave of Absence, during COVID-19 pandemic or any future pandemic emergencies, the Company's Reliability and/or Attendance policies will be suspended for the duration of that time.
- F. For employees who are quarantined, during COVID-19 pandemic or future pandemic emergencies, medical benefits eligibility requirements (30 hours minimum work) and PTO eligibility requirements (15 hours minimum work) will be reviewed to support continued eligibility for impacted employees.
- G. During the current COVID-19 Pandemic or any future pandemic emergency the Company agrees to meet and confer with the Union on safety, cleaning, or any other discussion item to address the emergency on an as needed basis.
- H. During COVID-19 pandemic Macy's will offer the following to employees who may not be immediately ready to return to work:
 - 1. One-Time Pass COVID-19 Pandemic – If an employee is unable/unwilling to return to work when the store opens to the public and would like to be “passed” over, Macy's will allow a one-time pass for the first request for an employee to return to work. Only one “pass” will be allowed. The employee will be moved to the bottom of the **one-time** COVID 19 recall seniority list. The employee will remain on furlough until their name/number comes up again. Employees will not be allowed to select their own start date. Once the employee is up for recall the second time, the employee will be expected to return to work, subject to Article 7 If the employee does not return following the second recall, then Macy's will deem the employee as having resigned their position.

In the event there is a decision to take lay-offs, during or post this agreement time frame, the contractual provisions regarding seniority will supersede this agreement. Therefore the call back provisions as outlined in the sections within Article 7 will be adhered to.
 - 2. Personal Leave of Absence COVID-19 Pandemic – If an employee is unable/unwilling to return due to a personal reason, the employee

will be offered a personal leave of absence. The employee will be returned to active status and will be granted a personal leave of absence for up to two weeks to help them transition back to work. The two week period will begin as of the date the employee was supposed to report to work. Following the week period, the employee will be expected to return to work. If the employee does not return following the two week personal leave of absence, then Macy's will deem the employee as having resigned their position.

3. Medical Leave of Absence COVID-19 Pandemic – If an employee is unable/unwilling to return due to a medical reason, the employee may apply for a medical leave of absence. If approved (with the appropriate physician's certification), the employee will be returned to active status and will be granted a medical leave of absence for the time frame noted by the physician's certification. Following the expiration of the medical leave, the employee will be expected to return to work. If the employee does not return following the medical leave of absence, then Macy's will deem the employee as having resigned their position.

25. Section 16.01(d) shall be added as follows:

d) Receipt of severance pay shall extinguish all rehiring, recall and seniority rights. Accordingly, severance pay shall not be payable to an employee who is on a rehiring list pursuant to article 7 until the employee's rehiring and seniority rights have expired. In the event the employee who is impacted by a layoff who is currently on a recall list, may request severance pay in lieu of recall. If such employee who requests severance in lieu of recall, is subsequently rehired, such employee will waive their rights under section 3.12 regarding continuous service and subject to the repayment of severance provision outlined in 16.02 (The Employee must be notified of their options and have a Union Officer present during such conversations).

26. Section 17.01B) shall be modified as follows:

B) Supplemental Disability Plan:

1) Eligibility: Effective for new hires on and after 7/1/99, the employee must be an active regular employee and be regularly scheduled to work a minimum base schedule of 20 hours per week. If the employee meets these criteria he or she will be eligible to participate in the Supplemental Disability Plan shall continue to be eligible to participate in that plan. Macy's Inc. will pay the cost of the Supplemental Disability Benefit Plan.

27. Section 17.01E) shall be modified as follows:

E) Effective 7/1/16, Employees with 25 or more years of service will be eligible for up to thirty (30) paid sick days per fiscal year. This benefit is not intended to be an

extension of PTO benefits but is solely intended to provide full pay when the employee is legitimately sick.

Example:

- Associate calls out sick Monday, Tuesday, Wednesday and Thursday.
- Monday as per current contract 1 day waiting period—associate can apply a PTO day or choose not to be paid.
- Tuesday, Wednesday and Thursday as per current contract associate receives 100% Sick pay.
- Associate has 27 remaining sick days for the current fiscal year.

28. Section 17.04 shall be modified as follows:

17.04 Group benefits made available to Local 1-S members will be the same as those available to the majority of locations in New York City and Long Island unless otherwise indicated in this agreement. The employee cost share percent for the HIP HMO, HIP Standard and Cigna Premier shall be no more than the employee cost share at the majority of locations in New York City and Long Island.

Group benefits for the purposes of this article include Standard Medical (formerly referred to as Full-Time medical plans), Limited Medical Dental, Wellness programs, Life Insurance, Accidental Death & Dismemberment and Disability Benefits (Disability Benefits applicable to 1S employees remain the Company-paid plan only).

As per the ACA medical benefits will be offered to those employees who average at minimum 30 hours per week during the annual measurement period which runs from April 2nd through the following April 1st, each year.

Should Federal legislation be enacted during the term of this agreement which changes eligibility requirements for medical benefits the parties will negotiate with respect to eligibility issues.

HIP

The HIP HMO and HIP Standard FT medical plan will be offered for the life of the contract, allowing all eligible employees to join this grandfathered plan, regardless of which plan they are enrolled in today. This enrollment will occur as part of the Company's normal yearly open enrollment. ~~This enrollment will occur on or about 8/1/16.~~

- Macy's to pay **60%** of the HIP HMO and HIP Standard cost share for the life of the contract.
- The company shall maintain the four tier structure, of Employee only, Employee plus Spouse, Employee plus Children, and Family coverage.
- The Company to consult with Union a minimum of sixty (60) days in advance of any proposed HIP Medical Plan, or Medical provider changes.

Macy's Inc. will facilitate a meeting between Macy's, and an officer of Local 1-S, and a representative of HIP approximately ninety (90) days in advance of each year's open enrollment to discuss yearly cost increases and Medical provider options.

- The HIP HMO Plan (or a substantially comparable plan) will continue to be made available to participants enrolled in that plan on May 1, 2020~~July 1, 2006~~, the design of which is incorporated into this agreement.

Cigna

- Maintain the CDHP 1 as of July 1, 2020 ~~designed today~~. (As of July 1, 2020 Company cost share increased to 66% (+ 5 percentage points); \$22K investment)
- The company will ensure that its Health Plans remain ACA compliant
- ~~Discontinue the CDHP 2 plan~~
- Introduce and maintain for the life of the contract, the Cigna Premier Plan
- Macy's will pay **57%** of the Cigna Premier cost share for the life of the contract.
- A minimum coverage at 80%, (20% coinsurance) for in network services after deductible.
- The company shall maintain the four tier structure, of Employee only, Employee plus Spouse, Employee plus Children, and Family coverage.

Agreed upon this ___ day of July, 2020.

LOCAL 1-S RWDSU

MACY'S, INC.

By: _____

By: _____

Date:

Date:
