EMPL = 1,000
(C.C says this is CWD figure)

#6828

AUG 08 1972

5/25

SPOKANE FOOD AGREEMENT

1972 - 1975

(Reopener)

This agreement made and entered into this _____ day of _____, 19__ between the Retail Clerks Union, Local 1439, AFL-CIO, chartered by Retail Clerks International Association, party of the first part, hereinafter referred to as the Union and _____ its successors and/or assigns, party of the second part, hereinafter referred to as the Employer, agree:

That for the mutual benefit of the parties hereto, the following shall be the scale of wages, the limitations of hours and the rules and working conditions to be observed by both parties to this agreement, to become effective June 1, 1972 to June 1, 1975.

SECTION I - RECOGNITION

1. The Employer, hereby recognizes during the term of this Agreement, RETAIL CLERKS UNION, LOCAL NO. 1439, RETAIL CLERKS INTERNATIONAL ASSOCIATION, AFL-CIO, as the sole and exclusive collective bargaining agency for a unit consisting of all employees whose classifications of employment are set forth herein in all store of the Employers' present and future retail establishments located in Spokane metropolitan area and vicinity within the jurisdiction of Local 1439 with respect to rates of pay, hours and other conditions of employment.

SECTION II - UNION SECURITY

1. (a) It shall be a condition of employment that all employees of the Employer 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, and those who are not members on the effective date of this Agreement shall, on the thirtieth (30th) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement, and hired on or after its effective date shall on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union. For the purpose of this Section, the execution date of this Agreement shall be considered as its effective date. The Employer shall discharge any employee within five (5) days after notification as to whom the Union through its officer or officers delivers to the Employer a written notice that such employee is not in good standing in conformity with this Section. Good standing shall be defined as the tendering of the uniformly required periodic dues and initiation fees.

(b) The Employer agrees that the manager or assistant manager in each store shall, upon request, make available to the Union a list of the names, hours worked, and hourly rates of pay, of all employees of the bargaining unit.

SECTION III - EXEMPTIONS

1. (a) A bona fide store owner or store manager shall not be required to be a member of the Union.

6/72 - 6/75

II-X - 6/27/75

(b) In stores employing members of the bargaining unit 360 or more hours per week, an assistant manager may also be exempt. Such exemption shall remain in full force and effect so long as the employer continues to employ member of the bargaining unit 360 hours per week, exclusive of the hours worked by the assistant manager.

SECTION IV - DISCHARGE

1. No employee shall be disciplined or discharged except for just cause, provided, however that the Employer shall be the judge of the competency and qualifications of his employees, and provided, further, that no employee shall be discharged or discriminated against for any lawful Union activity, or for performing service on a Union committee outside of business hours or for reporting to the Union the violation of any provisions of this Agreement. It is agreed that upon request, the representative of the Union will be given the reason for discharge in writing. A committee of not less than two (2) representatives from the Employer and two (2) representatives from Retail Clerks Union, Local 1439 shall review any case of discharge in the event either party desires such a review.

SECTION V - HOURS

1. (a) All work performed in excess of forty (40) hours per week, five (5) days per week, eight (8) hours in one day shall be paid for at time and one-half (1½) the employees straight time hourly rate of pay.

(b) Part time employees working six (6) days per week shall receive time and one-half (1½) for hours worked on the shortest day of employment.

(c) Employees working over five (5) consecutive hours shall be entitaled to a one hour lunch period. Lunch periods shall be posted and followed as near as practical.

(d) Rest periods shall be provided in conformance with State and/or Federal law and all employees shall receive the same rest period benefits.

(e) The checking of monies and cash registers shall be done on the Employer's time.

(f) No employee shall be required to take time off in lieu of overtime pay.

(g) The Employer shall post a weekly schedule for all regular full and part time employees not later than Friday noon preceding the first day of the following work week. Any alterations in such work schedule, changing the employee's days off, must be made not later than Saturday of such preceding week, except in cases of emergency. Daily starting times may not be changed once an employee has reported for work.

(h) No employee shall be required to work a split shift.

(i) No employee, other than helper clerk, shall be required to work less than four (4) continuous hours in any one day on which ordered to report for work, if they report on time and are available for such hours.

SECTION VI - HOLIDAYS

1. The following days shall be considered holidays:

New Years Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Holidays set forth in Section VI, Par. 1 and 2, shall be observed as holidays on the date established for each by controlling Federal law.

2. Employees with one (1) year of continuous service with the Employer shall receive their Birthday as a paid holiday. By mutual agreement between the Employer and employee, the employee may receive payment in lieu of such holiday in accordance with Section VI, Paragraph 3. Employees shall give the Employer a thirty (30) day notice prior to their birthday. The birthday shall be observed within thirty (30) days of the employee's birthday on a mutually agreeable day. In the event the employee's birthday falls on the same day as any of the holidays, specified in paragraph 1 of this Section, the employee's birthday will be celebrated on another day in accordance with the procedure set forth in the previous sentence.

3. Employees, provided they normally work the hours as specified below, who work during the week in which the holiday occurs and report for work their last scheduled working day preceding and their next scheduled working day immediately following the holiday, shall be paid for holidays specified in paragraphs 1 and 2 of this Section, not worked on the following basis:

Hours Normally Worked Per Week	Hours of Holiday Pay
20 to 31	4
32 or more	8

4. Holidays, either worked or not worked, shall not be considered as days worked for the purpose of computing weekly overtime except in the case of employees who normally work six (6) days per week, totalling at least 44 hours per week. In the case of the employee's birthday, the week in which the birthday is observed shall be considered as the holiday week.

5. Where the date of any holiday falls on Sunday, the following Monday shall be observed.

6. Employees who qualify for holiday pay as specified in Paragraph 3 of this Section VI shall be paid time and one-half (1½) in addition to such holiday pay for work performed on holidays named in Paragraph 1 of this Section. Employees who do not qualify for holidays pursuant to Paragraph 3 of this Section VI shall receive time and one-half (1½) for work performed on such holidays, provided this shall not apply to the employee's birthday.

SECTION VII - VACATIONS

1. Employees, on the first anniversary date of their employment (after the first year of continuous employment) shall be entitled to a vacation with pay at their straight-time hourly rate based upon the number of hours worked in the preceding twelve (12) months as follows:

Hours Worked	Hours of Paid Vacation
1000 to 1200	20
1200 to 1600	24
1600 to 2080	32
2080 or more	40

2. (a) Employees on the second and each subsequent anniversary date of their employment to the tenth (10th) anniversary date of their employment (after the second and each subsequent year to the tenth (10th) year continuous employment) shall be entitled to a vacation with pay at their straight-time hourly rate based upon the number of hours worked in the preceding twelve (12) months as follows:

Hours Worked	Hours of Paid Vacation
1000 to 1200	40
1200 to 1600	48
1600 to 2080	64
2080 to 2288	80
2288 to 2496	88
2496 or more	96

(b) Employees who average twenty (20) hours or more per week, who terminate or are terminated (discharge for dishonesty excepted) after the first or any subsequent anniversary date of their employment up to the tenth (10th) anniversary date of their employment and prior to their next anniversary date of employment shall be entitled to vacation pay at their straight-time hourly rate based upon the number of hours worked since the last anniversary date of their employment at the rate of eight (8) hours vacation pay for each full two hundred (200) hours worked.

3. (a) Employees on the tenth (10th) and each subsequent anniversary date of their employment to the fifteenth anniversary date of their employment shall be entitled to vacation with pay at their straight-time hourly rate based upon the number of worked in the preceding twelve (12) months as follows:

Hours Worked	Hours of Paid Vacation
1000 to 1200	60
1200 to 1600	72
1600 to 2080	96
2080 to 2288	120
2288 to 2496	132
2496 or more	144

(b) Employees who average twenty (20) hours or more per week, who terminate or are terminated (discharges for dishonesty excepted) after the tenth (10th)

or any subsequent anniversary date of their employment up to their fifteenth (15th) year of employment shall be entitled to vacation pay at their straight-time hourly rate based upon the number of hours worked since the last anniversary date of their employment at the rate of twelve (12) hours vacation pay for each full two hundred (200) hours worked.

4. (a) Employees on the fifteenth and each subsequent anniversary date of their employment (after the fifteenth and each year subsequent of continuous employment) shall be entitled to vacation with pay at their straight-time hourly rate based upon the number of hours worked in the preceding twelve (12) months as follows:

Hours Worked	Hours of Paid Vacation
1000 to 1200	80
1200 to 1600	96
1600 to 2080	128
2080 to 2288	160
2288 to 2496	176
2496 or more	192

(b) Employees who average twenty (20) hours or more per week, who terminate or are terminated (discharge for dishonesty excepted) after the fifteenth (15th) or any subsequent anniversary date of their employment and prior to their next anniversary date of employment shall be entitled to vacation pay at their straight-time hourly rate based upon the number of hours worked since the last anniversary date of their employment at the rate of sixteen (16) hours vacation pay for each full two hundred (200) hours worked.

5. Vacation may not be waived by employees nor may extra pay be received for work during that period provided, however, that by prior mutual agreement between the Employer, employee and Union this provision may be waived.

6. Employees whose vacations are scheduled during a holiday week, shall receive holiday pay provided for under the terms of Section VI of this Agreement in addition to vacation pay.

7. It is hereby understood and agreed that in computing "hours of paid vacation" for employees who regularly appear on the payroll for thirty-two (32) or more hours per week, the terms of paragraph 1, 2, 3 and 4 of Section VII shall be applied so that working time lost up to a maximum of one hundred twenty (120) hours due to temporary layoff, verified cases of sickness or accident, or other absence from work approved by the Employers (in addition to vacation and holiday time off earned and taken by the employee) shall be counted as time worked.

8. Employees shall be paid earned vacation pay pro-rated to the time of sale or transfer of the selling employers.

SECTION VIII - SENIORITY

1. (a) Employees will attain seniority after six (6) months of continuous service with one employer. Upon completion of this period, seniority shall date back to the date of hire. Seniority shall be applicable on an individual store

basis and shall apply in the reduction of the number of employees performing comparable work and the last employee hired shall be the first employee layed off, provided qualifications and ability are equal. Seniority shall be defined as length of continuous employment with the same individual employer. Nothing herein shall be construed to require pay for the time not actually worked.

(b) An employee's seniority shall be broken by (1) voluntary quit, (2) discharge, (3) layoff in excess of 60 days, (4) absence caused by illness or non-occupation accident of more than thirty (30) consecutive days unless mutually extended as provided in Section XIX, (5) absence caused by an occupational accident of more than six (6) consecutive months, (6) failure to report to work immediately following an authorized leave of absence.

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2. Employees normally working at least forty (40) hours per week shall not have their hours arbitrarily reduced for the sole purpose of increasing the work hours of part-time employees. When additional hours of work become available in the store, part-time employees in a comparable job assignment, for example; produce department, check-stand operation, stock help, desiring such additional hours of work will notify management in writing and such available employees will be given the opportunity to work such available hours, up to forty (40) hours per week, on a seniority basis, providing qualifications and ability are equal. Nothing herein shall be construed to require pay for time not actually worked.

SECTION IX - EXPERIENCE

1. Previous provable comparable experience of new employees must be considered, unless two (2) years or more have elapsed since last employed in the industry, exclusive of time spent in the Armed Forces; provided, however, such new employees with more than eighteen (18) months previous experience shall not be required to work for more than thirty (30) days at less than the scale one step below journeyman's or journeywoman's scale.

2. The parties recognize and agree that the classifications of journeyman in this Agreement require skill, knowledge, experience and ability which can only be acquired by training and work on the job in a retail food store under the direction and supervision of the Employer. Accordingly, provision is made in this Agreement for advancement through apprentice classifications on the basis of actual hours worked for the Employer and apprentices will be promoted upon satisfactory completion of the period of employment training set forth in this Agreement.

SECTION X - FUNERAL LEAVE

1. After their first year of employment, employees who are regularly employed 24 hours or more per week, shall be allowed up to one day off with pay for loss of their normal scheduled hours of work during the three (3) calendar days commencing with or immediately following the date of death of a member of their immediate family, provided the employee attends the funeral. Funeral leave will be paid only with respect to a work day on which the employee would otherwise have worked and shall not apply to an employee's scheduled days off, holidays, vacations, or any other day in which the employee would not, in any event, have worked. Scheduled days off will not be changed to avoid payment of funeral leave.

Funeral leave shall be paid at the employee's regular straight-time hourly rate. Immediate family shall be defined as "spouse", "son", "daughter", "mother", "brother", "father" or "sister".

SECTION XI - JURY DUTY SERVICE

1. (a) After their first year of employment, employees who are regularly employed twenty-four (24) hours or more per week, who are called for service on a superior court or federal district court jury shall be excused from work for the days on which they serve, and shall be paid the difference between the total amount received for such service and the amount of straight-time earnings lost by reason of such service, up to a limit of eight (8) hours per day and forty (40) hours per week, with a total limit of ten (10) working days. Nothing in this Section shall have the intent of limiting the amount of time an employee may serve.

(b) An employee called for jury duty who is temporarily excused from attendance at the court must report for work if sufficient time remains after such excuse to permit him to report to his place of work and work at least one-half ($\frac{1}{2}$) of his normal work day.

(c) In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of jury pay received.

SECTION XII - INDUSTRIAL INSURANCE

1. The Employer agrees to place all members of the bargaining unit under the provisions of the Industrial Insurance Act of the State of Washington, or to provide equivalent coverage through a private carrier selected by the employer. If equivalent coverage is elected, the Employer agrees to furnish evidence of such coverage upon request of the Union.

SECTION XIII - SAVINGS CLAUSE

1. Any provision of this Agreement which may be adjudged by a court of last resort to be in conflict with any federal or state law shall become inoperative to the extent and duration of such conflict. Since it is not the intent of either party hereto to violate any such laws, it is agreed that in the event of a conflict between any provision of this agreement and such federal or state law, the remainder of this agreement shall remain in full force and effect. The Employer and the Union agree that substitute provisions shall be written within thirty (30) days to replace those provisions coming into conflict with the laws herein described.

SECTION XIV - WEARING APPAREL

1. Aprons, uniforms or any special wearing apparel, required by the Employer, not suited for regular street wear, shall be furnished and laundered by the Employer.

2. Drip-dry apparel furnished by the Employer shall be laundered by the Employee.

SECTION XV - WAGE STATEMENTS

1. The Employer agrees to furnish each employee for every pay period a statement setting forth the information relative to hourly rates of pay, hours worked, etc., in accordance with the record-keeping requirements as established in the State of Washington Minimum Wage Act.

SECTION XVI - STORE VISITS

1. After making their presence known to the manager, representatives of the Union shall have the right to contact employees during store hours so long as calls shall not interfere with proper service to customers.

SECTION XVII - STORE CARDS

1. The Union agrees, in consideration of the signing of this Agreement by the Employer, and for the period of the good and faithful performance of its convenants and provisions by the Employer, to issue to each store represented by the Employer a Union Store Card, the property of the Retail Clerks International Association, AFL-CIO. Said Card to be displayed in a prominent place in the store. Said card shall only be removed if the employer fails to comply with the final decision of an arbitrator reached in accordance with the provisions of this agreement.

SECTION XVIII - LEAVE OF ABSENCE

1. Leaves of absence will be granted, not to exceed thirty (30) days, unless extended by mutual agreement, for illness or injury of the employee, certified by a licensed physician upon the request of the Employer and for death in the family (parents-child-spouse-brother or sister).

SECTION XIX - WAGE SCALES AND CLASSIFICATION

The scale of wages and classifications of employment are set forth in Appendix A-B which is hereby made a part of this Agreement.

SECTION XX - HEALTH & WELFARE - DENTAL - PRESCRIPTION - VISION

1. (a) Effective June 1, 1972, and each succeeding month for the duration of this Agreement, the Employer agrees to contribute the amount fixed by the Trustees for Health & Welfare benefits into a jointly administered trust fund in behalf of each employee who worked eighty (80) hours or more during the month of May and each succeeding month thereafter, excluding employees in the 18½ year old classification.

(b) Effective June 1, 1973, the room and board allowance will be increased to sixty dollars ($60.00) per day.

2. Effective June 1, 1972, and each succeeding month for the duration of this Agreement, the Employer agrees to contribute the amount fixed by the Trustees for a prescription drug benefit into a jointly administered Trust Fund in behalf of each employee who worked eighty (80) hours or more during the month of May and each succeeding month thereafter, excluding employees in the 18½ year

old classification. The employee will pay the first one dollar ($1.00) of all prescriptions.

3. Effective June 1, 1972 and each succeeding month for the duration of this agreement, the Employer agrees to contribute the amount fixed by the Trustees for Dental benefits into a jointly administered Trust Fund in behalf of each employee who worked eighty (80) hours or more during the month of May and each succeeding month thereafter, excluding employees in the 18½ year old classification. New hires will be eligible to receive Dental contributions and benefits only after completing six (6) consecutive months of employment.

4. Effective September 1, 1972 and each succeeding month for the duration of this agreement, the Employer agrees to contribute the amount fixed by the Trustees for Vision care benefits into a jointly administered Trust Fund in behalf of each employee who worked eighty (80) hours or more during the month of August and each succeeding month thereafter, excluding employees in the 18½ year old classification. New hires will be eligible to receive Vision Care contributions and benefits only after completing six (6) consecutive months of employment. The Trustees will select a vision care plan whose total cost will not exceed two and one-half cents (2½¢) per hour during the life of this contract.

5. (a) It shall be the Employer's reponsibility to remit the total employer contribution due for each eligible employee to the jointly administered Trust Fund by the tenth (10th) of each month.

(b) Notwithstanding the provisions of paragraph 5 (a) the Board of Trustees of the Retail Clerks Trust shall establish and enforce, as an alternate method of contribution, a method for reporting contributions on an accounting period basis, rather than a calendar month basis. In such a case, the eighty (80) hour provision shall be appropriately adjusted as directed by the Trustees, provided that in no event shall an Employer's total obligation be different from what it would have been on a calendar month basis. Further, the total contributions due for each approved accounting period shall be remitted in a lump sum not later than twenty (20) days after the end of the accounting period. In the event this alternate system deprives the employee of benefits that would otherwise have been covered on a calendar basis, the Employer is obligated to make the remittance for such employee to the Trust Fund.

6. It is further acknowledged by the Employer that the improved and/or new benefits agreed upon during negotiations shall become effective upon a mutually agreeable date unless specifically dealt with in this Section, and that the benefits of the amended and approved plan will be maintained without additional cost to the employee for the duration of this Agreement.

SECTION XXI - RETIREMENT PROGRAM

1. Each employer and the union agree to be bound by the terms of the provisions of that certain Trust Agreement creating the Retail Clerks Pension Trust Fund, dated January 13, 1966, and as subsequently amended. Further, each employer accepts as his representatives, for the purpose of such Trust Fund, the employer's Trustees who are appointed to serve on the Board of Trustees of said Trust Fund and their duly appointed successors

2. Effective September 1, 1972, based on August hours, the Employer shall contribute five cents (5¢) per compensable hour, maximum of one hundred seventy-three (173) hours per calendar month per employee, into the Retail Clerks Pension Trust on account of each member of the bargaining unit, except those employees in the 18½ year old classification. These monies shall be used by the Board of Trustees to provide pension benefits to eligible employees. Effective September 1, 1973, based on August hours, said contribution rate shall be increased by five cents (5¢) making the total contribution ten cents (10¢) per compensable hour, maximum of one hundred seventy-three (173) hours per month per employee.

3.(a) The contributions referred to in Section XXI, paragraph 2, shall be computed monthly, with a maximum of one hundred seventy-three (173) hours per calendar month per employee, and the total amount due for each calendar month shall be remitted in a lump sum not later than twenty (20) days after the last day of the month, to United Administrators, Inc.

(b) Notwithstanding the foregoing section, the Board of Trustees of the Retail Clerks Welfare Trust shall have the authority to establish and enforce a method for reporting contributions on an accounting period basis, rather than a calendar month basis. In such a case, the one hundred seventy-three hour maximum shall be appropriately adjusted, as directed by the Trustees; provided, that in no event shall an employer's total obligation be different than what it would have been on a calendar month basis. Further, the total contributions due for each approved accounting period shall be remitted in a lump sum not later than twenty (20) days after the end of the accounting period.

4. The provisions of paragraph 5 of Section XXIII of this Agreement shall in no way apply to or effect the Employer's obligation to pay contributions to this Trust Fund.

SECTION XXII - GENERAL PROVISIONS

1. This Agreement supercedes and voids all previous oral and written understandings. Any changes altering the provisions of this Agreement must be in writing and be approved by the Employer and the Union.

2. No employee shall suffer any loss of his hourly rate of pay by reason of the signing or adoption of this agreement; however, the terms of this agreement are intended to cover only minimums of wages and other employee benefits. The employer may place superior wages and other employee benefits in effect and may reduce the same to the minimums herein prescribed without the consent of the Union.

3. Time spent in attendance at store meetings called by the Employer before the start or after the ending of the employee's regular shift shall be compensated for at the employee's regular hourly rate of pay.

4. The Employer shall not permit demonstrators or employees of a supplier to perform regular work of store clerks. Demonstrators assigned to a store by a supplier shall confine themselves to the particular items being demonstrated and wear clothing or carry some badge identifying them with the product or firm for which the demonstration is made. Continuous

violation of the provisions of this clause and of the working regulations shall not be subject to the arbitration provisions of this Agreement.

5. Except as herein clearly and explicitly limited in the express terms of this Agreement, the rights of the Employer in all respects to manage its business operation and affairs shall be unimpaired.

6. The Employer agrees that it will not require any employee or prospective employee to take a Polygraph (lie detector) test as a condition of employment or continued employment.

7. During the life of this agreement or any extension thereof, neither party shall be obligated to bargain collectively with respect to any matter unless specifically required to do so by the express terms of this agreement.

SECTION XXIII - GRIEVANCES

1. All matters pertaining to the proper application and interpretation of any and all of the provisions of this Agreement shall be adjusted by the accredited representative of the Employer and the accredited representative of the Union. In the event of the failure of these parties to reach a satisfactory adjustment within seven (7) days from the date a grievance is filed in writing by either party upon the other, the matter shall be referred for final adjustment to a labor relations committee selected as follows: Two (2) members from the Employers and two (2) members from the Union. In the event the labor relations committee fails to reach an agreement within twenty-one (21) days from the date a grievance is filed in writing by either party upon the other, the four (4) shall select a fifth (5th) member or they shall request the Federal or State Mediation and Conciliation Service to submit a list of five (5) names of qualified arbitrators, from which the labor relations committee shall select a fifth member, who shall be chairman and the decisions of this committee shall be binding on both parties.

2. The Board shall meet and hand down a decision within five (5) days after completion of the hearing, which shall be final and binding on both parties. Any expense incurred jointly, through aribtration, shall be borne equally by the parties hereto.

3. There shall be no strike, lockout, or other economic action unless the other party is refusing to comply with the final decision of an arbitrator reached in accordance with the provisions of this Agreement.

4. It is distinctly understood and agreed that the Board of Arbitration is not vested with the power to change, alter or modify this Agreement in any of its parts. The arbitrator shall not decide on any subject, the condition of which is not specifically treated in this contract, but only on the contractual obligations that are specifically provided in this Agreement.

5. In order to be recognized all claims of violation must be made in writing sixty (60) days from the pay day such violation occurs. Said claims to be limited to the amount involved in the sixty (60) days, except in those cases where reports of violations have been suppressed through coercion by the Employer.

SECTION XXIV - NO DISCRIMINATION

The parties agree to comply with all applicable laws and regulations pertaining to discrimination because of race, color, religion, sex, national origin or age.

SECTION XXV - DURATION

This Agreement shall be in full force and effect from June 2, 1974 to June 28, 1975 and thereafter from year to year, unless sixty (60) days written notice of modification is given by either party prior to the expiration date.

IN WITNESS WHEREOF, we hereunto set our hands and seals this _____ day of _____, 1974.

ASSOCIATED INDUSTRIES FOR THE SIGNATORY EMPLOYERS:

By_____

OTHER EMPLOYERS:

By_____

FOR THE UNION:

By_____

By_____

WORKING REGULATIONS

Present methods of stocking the following items may be continued by driversalesmen:

Fresh Dairy products
Ice Cream
Bread and Fresh Pastries
Potato chips and related products
Pop and beer
Cookies
Candy
Nuts

Employees of suppliers may put up and take down promotional material (banners, backgrounds, etc.) All merchandise used in displays must be handled by a member of the Union in the Employers' employment.

APPENDIX A
CLASSIFICATIONS AND WAGE RATES

	June 2, 1974 Hourly	June 21, 1974 Hourly
ALL PURPOSE CLERK (Unlimited) Journeyman	$ 4.75	
SENIOR APPRENTICE CLERK (2254-3120 hours experience as an apprentice)*	4.195	
JUNIOR APPRENTICE CLERK (1387-2254 hours experience as an apprentice)*	3.715	
APPRENTICE CLERK (520-1387 hours experience as an apprentice)*	3.435	
BEGINNER CLERK (0-520 hours experience as an apprentice)*	2.865	
HELPER CLERK (Part-time employees 18½ years of age and younger, working 24 hours or less per week)**	2.20	2.25

*Hours of experience as an Apprentice as set forth in Section IX of this Agreement. No employee shall be credited for more than one hundred seventy-three and one-third (173-1/3) hours of experience in any one calendare month. Progression wage increases in conformance with this Appendix shall be effective on the first Sunday following the completion of the hours specified above.

**Employees in this classification who work more than twenty-four (24) hours per week shall receive the Beginner Clerk rate for all hours worked during that week. Total hours of employment of employees in this classification shall not exceed 19% of the total hours worked by all other members of the bargaining unit employed in each location. Notwithstanding the provisions of this Section, each location shall be permitted to employ one employee in this classification, but employees in this classification may not check or be employed after 10:00 P.M. except Friday and Saturday nights and during the months of June, July and August.

PREMIUM PAY

(1) Hours after 6:00 P.M. and before 9:00 P.M., Monday thru Saturday: 19¢ per hour

(2) All work performed after 9:00 P.M. and before 8:00 A.M., Monday thru Saturday: 25¢ per hour

(3) All work performed on Sundays: $1.00 per hour

Journeyman produce clerks shall receive all wage increases as set forth above regardless of their present wage structure effective June 1, 1972.

(1) Effective July 21, 1974, fifteen cents (15¢) per hour additional will be paid to one Produce Clerk in each store who has been designated by management as responsible for the administrative functions of the produce department and must be a member of the bargaining unit.

(2) A member of the bargaining unit, when filling in on vacations, shall receive the fifteen cents (15¢) per hour additional wage. In the absense of the clerk that has been designated for this administrative function, the clerk filling in shall, after the 2nd day, receive the fifteen cents (15¢) per hour additional for all hours worked subsequent to the 2nd day.

There shall be no compounding or pyramiding of overtime pay and premium pay.

APPENDIX B
CLASSIFICATIONS AND WAGE RATES

BAKERY SALES	June 2, 1974 Hourly
HEAD SALES CLERK (One per in-store bakery)	$ 3.785
JOURNEYMAN	3.555
SENIOR APPRENTICE CLERK (2254-3120 hours experience as an apprentice)*	3.07
JUNIOR APPRENTICE CLERK (1387-2254 hours experience as an Apprentice)*	2.83
APPRENTICE CLERK (520-1387 hours experience as an apprentice)*	2.65
BEGINNER CLERK (0-520 hours experience as an apprentice)*	2.54

*Hours of experience as an Apprentice as set forth in Section IX of this Agreement. No employee shall be credited for more than one hundred seventy-three and one-third (173-1/3) hours of experience in any one calendar month. Progression wage increases in conformance with this Appendix shall be effective on the first Sunday following the completion of the hours specified above.

PREMIUM PAY

Hours after 6:00 P.M. and before 9:00 P.M., Monday thru Saturday: 19¢ per hour

All work performed after 9:00 P.M. and before 8:00 A.M., Monday thru Saturday: 25¢ per hour

All work performed on Sunday: $1.00 per hour

There will be no compounding or pyramiding of overtime pay and premium pay.