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Grocery (King-Snohomish Counties)

A G R E E M E N T

By and Between

ALLIED EMPLOYERS, INC.
and
RETAIL CLERKS UNION LOCAL NO. 1105
Chartered By
RETAIL CLERKS INTERNATIONAL ASSOCIATION, AFL-CIO

This Agreement is entered into by and between Allied Employers, Inc., referred to hereinafter as the "EMPLOYER" and the Retail Clerks Union, Local No. 1105, referred to hereinafter as the "UNION".

It is the intent and purpose of the Employer and the Union to promote and improve labor management relations between them and to set forth herein the basic terms of agreement covering wages, hours and conditions of employment to be observed by the parties to this Agreement.

In consideration of the mutual promises and agreements between the parties hereto, and in consideration of their mutual desire in promoting the efficient conduct of business and in providing for the orderly settlement of disputes between them, the parties to this Agreement agree as follows:

ARTICLE I - RECOGNITION AND BARGAINING UNIT

1.01 Allied Employers, Inc. hereby recognizes Retail Clerks Union, Local #1105, as the sole and exclusive collective bargaining agency for a unit consisting of all employees employed in the Employer's present and future grocery stores, including concessions under the direct control of the Employer party to this Agreement, located in King and Snohomish Counties, State of Washington, with respect to rates of pay, hours, and other conditions of employment except and excluding employees whose work is performed within a meat, culinary, prescription or bakery department location of the retail establishment, supervisory employees within the meaning of the LABOR MANAGEMENT RELATIONS ACT of 1947 as amended, and employees presently covered by a grocery contract between Allied Employers, Inc., and Teamsters Local #38 and employees coming under a grocery contract with Teamsters Local #38 pursuant to the application of the accretion clause. Subject to the preceding exclusions and the terms of Section 14.01 of Article XIV, all work of handling and selling of merchandise in such retail stores covered by this Agreement shall be performed only by employees of the Employer within the unit referred to above for which Retail Clerks Union, Local #1105 is recognized as the sole collective bargaining agency by the Employer.

1.02 Retail Clerks Union, Local #1105 for and on behalf of its members, hereby recognizes Allied Employers, Inc., as the sole and exclusive collective bargaining agency for all Employers who are designated as parties to this Agreement.

1.03 Any Employer which, as of the execution of this Agreement, has authorized Allied Employers, Inc., to represent it shall continue to be bound by this Agreement

for its duration even though such Employer may hereafter cancel or withdraw such authorization.

ARTICLE II - UNION SECURITY

2.01 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, 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 Article, the execution date of this Agreement shall be considered as its effective date.

2.02 The Employer shall discharge any employee as to whom the Union, through its authorized representative, delivers to the Employer a written notice that such employee is not in good standing in conformity with this Article. For the purpose of establishing uniform rules for the application of this paragraph of the Agreement, the parties agree as follows:

- A. 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 will serve a letter upon the Employer requesting that such employee be terminated.
- B. Upon receipt of a letter requesting termination of an employee who has not complied with Article II of the Agreement, the Employer shall (on the same date, if the employee is working on that date) immediately notify such employee that if he has not complied with the Union membership requirements of Article II of the Agreement prior to the end of his next regular shift, his employment shall automatically be terminated.
- C. The Union agrees to withdraw any letter of termination if an employee, in respect to whom such letter has been served, shall complete his membership requirements within the time limit specified in A and B above.

2.03 The Employer agrees to furnish the Union with a monthly list of full and part-time employee hired and/or terminated, or in lieu of such a list to deliver to each employee a notice outlining the provisions of the foregoing paragraph of this Article II. If the Employer chooses to furnish a list of employees, each month, such list shall be prepared to show new hires and terminations separately and to designate the employee's last and first name, middle initial, home address and telephone number and date of employment or termination. If the Employer chooses to deliver to each employee a notice as referred to above, he shall be furnished a supply of such notices by the Union in the form shown below. The original of any such notice shall be delivered to the Union and the first copy to the employee not later than fifteen (15) days following the date of employment.

"Date _____

"TO: RETAIL CLERKS UNION LOCAL NO. 1105

"RE: EMPLOYEE _____

Last Name First Name Middle Initial

Street Address or Box Number

City Telephone Number

"This is to report that the employee listed above, employed on _____, has been notified that the Labor Agreement between the undersigned company and your Union provided in part as follows:

"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, 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."

Firm Name

Street Address or Box Number

City Telephone Number

"Office hours of Retail Clerks Union Local No. 1105, 2819 1st Avenue, Room 340, Seattle, Washington 98121

"Daily: 8:30 a.m. to 5:00 p.m.

"NOT OPEN SATURDAYS"

2.04 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 shall make such judgement fairly.

2.05 No employee shall be discharged or discriminated against for any lawful Union activity, including performing service on a Union Committee outside of business hours or for reporting to the Union the violation of any provisions of the Labor Agreement, providing such activities shall not interfere with the normal performance of the employee's work.

2.06 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.

ARTICLE III - SENIORITY AND AVAILABLE HOURS

3.01 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 in the number of employees performing comparable work and the last employee hired shall be the first employee laid off, provided qualifications and ability are equal. Nothing herein shall be construed to require pay for time not actually worked.

3.02 Employees normally working at least forty (40) hours per week shall not have their hours arbitrarily reduced for the sole purpose of increasing the working 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 employee 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.

ARTICLE IV - HOURS OF WORK AND OVERTIME

4.01 Forty (40) hours per week consisting of five (5) days of eight (8) consecutive hours each (exclusive of not more than one hour out for lunch each day) shall constitute the basic straight-time work week.

4.02 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 days per week, totaling at least 44 hours per week.

4.03 All hours worked in excess of eight (8) hours per day and forty (40) hours per week and before 6:00 A.M. or after 9:00 P.M. when the store is open for business shall be paid for at the rate of time and one-half (1½). Where six days, Monday through Saturday are worked in any one week, time and one-half (1½) shall be paid for work on the day the least number of hours are worked.

4.04 A minimum of eight (8) hours shall be required between shifts. Otherwise, the premium of time and one-half (1½) will be required for any hours that may be worked over eight (8) within a twenty-four (24) hour period.

4.05 Premium Work: Work performed by employees on any of the following days or between the hours specified below shall be considered as premium work and paid for according to the premium rates set forth herein.

SUNDAYS - Two times the employees regular rate of pay but not in excess of \$5.50* per hour. The employee in charge of the store shall be paid fifty cents (50¢) per hour in addition to the applicable maximum rate while in charge.

*Effective 8/4/68 the \$5.50 maximum shall be increased to \$5.75; effective 3/30/69 to \$5.85; effective 9/28/69 to \$5.95; effective 3/29/70 to \$6.05; and, effective 10/4/70 to \$6.15.

HOLIDAYS - Time worked on any holiday specified in this Agreement shall be paid for at time and one-half (1½) the employee's straight-time wage rate in addition to any holiday pay to which the employee is otherwise entitled to under Article VI. This clause does not apply to the employee's birthday.

6:00 P.M. to 9:00 P.M. - The employee's regular rate of pay plus 15¢ per hour.

9:00 P.M. to 6:00 A.M. - The employee's regular rate of pay plus 30¢ per hour. Night stocking employees shall receive such premium (30¢ per hour) for their entire shift if their scheduled shift begins at 9:00 P.M. or after or on or before 4:00 A.M.

4.06 Rest Periods: There shall be a rest period of at least ten minutes in every continuous four-hour period of employment. In the event that the one shift shall be less than four hours and the other shift shall be four hours or more, there shall be only one rest period, fifteen minutes in the longer shift. All rest periods shall be on the Employer's time and shall cover time from stopping work and returning thereto.

4.07 Store Meetings: All time spent in store meetings called by the Employer shall be considered as time worked.

4.08 Wage Statements: The Employer agrees to furnish each employee, on regular established pay days, a wage statement showing the name of the employee, period covered, total amount of wages paid and deductions made.

4.09 Work Schedules: The Employer recognizes the desirability of giving his employees as much notice as possible in the planning of their weekly schedules of work and accordingly agrees to post a work schedule not later than 6:00 P.M. on Friday preceding the start of the work week. It is understood that the work schedule may not be used to guarantee any specified number of hours of work to any employee and that the schedule may be changed in case of emergency; or by 48 hour notice to the employee; or by mutual agreement between the Employer and the employee, provided however, no employee shall be discriminated against for failure to enter into such mutual agreement.

ARTICLE V - CLASSIFICATIONS AND MINIMUM RATES OF PAY

5.01 The following minimum scale of wages shall prevail from date of employment.

	MALE AND FEMALE PER HOUR					
	<u>4/1/68</u>	<u>8/4/68</u>	<u>3/30/69</u>	<u>9/28/69</u>	<u>3/29/70</u>	<u>10/4/70</u>
SENIOR JOURNEYMAN *	\$3.47½	\$3.52½	\$3.62½	\$3.72½	\$3.82½	\$3.92½

	MALE AND FEMALE PER HOUR					
	<u>4/1/68</u>	<u>8/4/68</u>	<u>3/30/69</u>	<u>9/28/69</u>	<u>3/29/70</u>	<u>10/4/70</u>
JOURNEYMAN CLERK (OVER 1 YR.) & DEMOS	\$3.30	\$3.37½	\$3.47½	\$3.57½	\$3.67½	\$3.77½
SENIOR APPRENTICE CLERK (9 TO 12 MOS. EXP)	2.82½	2.85	2.95	3.05	3.15	3.25
JUNIOR APPRENTICE CLERK (6 TO 9 MOS. EXP)	2.65	2.67½	2.77½	2.87½	2.97½	3.07½
APPRENTICE CLERK (3 TO 6 MOS. EXP)	2.45	2.47½	2.57½	2.67½	2.77½	2.87½
BEGINNER CLERK (UP TO 3 MOS. EXP)	2.02½	2.05	2.15	2.25	2.35	2.45
HELPER CLERK (PART-TIME EMPLOYEES UNDER 18½ YRS. OF AGE WHO WORK 24 HRS. OR LESS PER WEEK) **	1.70	1.72½	1.82½	1.92½	2.02½	2.12½
JUNIOR CLERK ***	3.10	3.17½	3.27½	3.37½	3.47½	3.57½

* This classification of employee shall not be required in a store wherein less than a total of one hundred (100) man hours are worked in a payroll week by the unit of employees covered by this Agreement. When a total of one hundred (100) man hours are worked in a payroll week by the unit of employees covered by this Agreement, then one (1) of such employees shall be classified and compensated by the Employer as a Senior Journeyman. For each additional two hundred (200) man hours worked in such week by the unit of employees covered by this Agreement, one (1) additional employee shall be classified and compensated as a Senior Journeyman.

Senior Journeymen shall be employees normally working full time. One employee of this classification shall be assigned to night work if night work is performed in the store.

** Helper Clerks shall not work as checkers. Not more than sixteen percent (16%) of the total man hours worked by employees in the bargaining unit shall be employed in this classification. All hours exceeding such 16% shall be paid for at the Beginner Clerks' rate. All hours compensated for at the Beginner Clerk's rate shall be accumulative in determining length of service wage adjustments. This classification shall not be employed after 10:00 P.M.

*** This classification applies to employees after twelve (12) months (2080 hours) experience as an Apprentice and up to twenty-one (21) years of age. This classification shall not apply to any employee already classified and paid as a Journeyman.

5.02 For the purpose of computing months of experience and determining length of service wage adjustments under Section 5.01 of this Article V, one hundred seventy three and one-third (173-1/3) hours of employment with the current Employer shall be counted as one (1) month's experience provided, that 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.

5.03 No Journeyman shall be discharged by an Employer solely for the purpose of replacing a Journeyman with an Apprentice.

5.04 All previous experience of newly employed salespersons must be considered unless four (4) years or more have elapsed since last employed in the Industry provided that any employees returning to work after two (2) years out of the Industry but within four (4) years since last employed in the Industry may be employed at the next lowest bracket for a period not to exceed three (3) months.

5.05 All employees, except those in the classification Helper Clerk and except in cases of emergency beyond the Employer's control or where the employee is unable to work four (4) hours on a particular day, shall receive not less than four (4) continuous hours work or equivalent compensation in any one day ordered to report for work, compensation to begin at the time of reporting for duty.

5.06 Members of the Union who are employed in any of the classifications covered by this Agreement and who are temporarily assigned to the work of Relief Manager shall be compensated for straight-time hours while so temporarily assigned at the Senior Journeyman's rate and overtime shall be paid at the rate of time and one-half (1½) the Senior Journeyman's rate.

5.07 It is expressly understood that employees receiving more than the minimum compensation or enjoying more favorable working conditions than provided for in this Agreement shall not suffer by reason of signing or adoption; provided, that the terms and intent of this paragraph shall not apply to the matters of health and welfare, sick leave and pension benefits.

5.08 For employees employed in bona fide non-food operations as defined herein, which are operated in a food store:

- A. A bona fide non-food operation must be sufficiently large in terms of floor area, number of employees, and lines of non-food merchandise, that such operation standing by itself could reasonably be expected to operate as an individual store.
- B. All terms and conditions of this Agreement except hourly wage rates shall apply to non-food employees.
- C. Applicable straight time hourly wage rates for non-foods employees, except those employees in the classification Helper Clerks, shall be established at 80 per cent of the wage rates provided in Section 5.01 of Article V of this Agreement. In the future, wage rates for non-foods employees will be adjusted on the 80 per cent ratio as wage rates are adjusted under this Agreement for grocery employees.
- D. All employees who are classified as non-food employees shall devote their time exclusively to the non-food operation. All employees who do any work in foods shall receive the grocery rates of pay. This shall include, but not be limited to, work in the central check stands, checking, carry-out of merchandise for customers, receiving, stocking, or marking of grocery or produce merchandise.

Credit for past experience for non-food employees shall be given on the basis of experience in comparable non-food merchandise and in accordance with the provisions of Section 5.04 of Article V of this Agreement, or past experience in retail work with the same Employer, whichever is the greater.

- E. The non-food operation shall have an employee classified as "Senior Journeyman" as listed in Section 5.01 of Article V and in addition may have an employee in charge of such non-food operation who is excluded from the bargaining unit under the terms of Section 1.01 of Article I of this Agreement.

ARTICLE VI - HOLIDAYS

6.01 The following days shall be considered holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Where the date of any holiday falls on Sunday, the Monday following shall be observed.

6.02 Effective January 1, 1969, 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 6.03. Employees shall give the Employer a thirty 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 Section 6.01 of this Article, the employee's birthday will be celebrated on another day in accordance with the procedure set forth in the previous sentence.

6.03 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 Sections 6.01 and 6.02 of this Article, not worked on the following basis, provided that in any event if the preceding qualifications for holiday pay are met by the employee and he works thirty-two (32) or more hours in the holiday week he shall receive eight (8) hours of holiday pay.

<u>Hours Normally Worked Per Week</u>	<u>Hours of Holiday Pay</u>
20 to 32	4
32 or more	8

6.04 Employees who qualify for holiday pay as specified in Section 6.03 of this Article shall be paid time and one-half ($1\frac{1}{2}$) in addition to such holiday pay for work performed on holidays named in Section 6.01 of this Article. Employees who do not qualify for holidays pursuant to Section 6.03 of this Article, shall receive time and one-half ($1\frac{1}{2}$) for work performed on such holidays; provided this shall not apply to the employee's birthday.

6.05 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 days per week, totaling 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.

ARTICLE VII - VACATIONS

7.01 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:

<u>Hours Worked</u>	<u>Hours of Paid Vacation</u>
1000 to 1200*	20
1200 to 1600	24
1600 to 2080	32
2080 or more	40

*Effective October 1, 1968

7.02 Employees on the second and each subsequent anniversary date of their employment to the ninth** anniversary date of their employment (after the second and each subsequent year to the ninth** 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:

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

* Effective October 1, 1968

**Effective January 1, 1969 delete ninth (9th) and substitute eighth (8th)
 Effective January 1, 1970 delete eighth (8th) and substitute seventh (7th)
 Effective January 1, 1971 delete seventh (7th) and substitute sixth (6th)

7.03 Employees on the ninth** and each subsequent anniversary date of their employment to the fifteenth anniversary date of their employment (after the ninth** and each subsequent year to the fifteenth*** year 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:

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

* Effective October 1, 1968

** Effective January 1, 1969 delete ninth (9th) and substitute eighth (8th)

Effective January 1, 1970 delete eighth (8th) and substitute seventh (7th)

Effective January 1, 1971 delete seventh (7th) and substitute sixth (6th)

***Effective January 1, 1971 delete fifteenth (15th) and substitute twelfth (12th)

7.04 Employees on the fifteenth** and each subsequent anniversary date of their employment (after the fifteenth** and each subsequent year 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:

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

* Effective October 1, 1968

**Effective January 1, 1971 delete fifteenth (15th) and substitute twelfth (12th)

7.05 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 Sections 7.01, 7.02, 7.03 and 7.04 of this Article 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 Employer (in addition to vacation and holiday time-off earned and taken by the employee) shall be counted as time worked.

7.06 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 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 following rates for each full one hundred (100) hours worked: After the first to the ninth** anniversary date, four (4) hours' vacation pay; after the ninth** to the fifteenth*** anniversary date, six (6) hours' vacation pay; and, after the fifteenth*** anniversary date, eight (8) hours' vacation pay.

- ** Effective January 1, 1969 delete ninth (9th) and substitute eighth (8th)
- Effective January 1, 1970 delete eighth (8th) and substitute seventh (7th)
- Effective January 1, 1971 delete seventh (7th) and substitute sixth (6th)
- ***Effective January 1, 1971, delete fifteenth (15th) and substitute twelfth (12th)

7.07 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.

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

ARTICLE VIII - SICK LEAVE

8.01 Employees, during each twelve (12) months following their last date of employment, (after the first and each succeeding year of continuous employment with their current Employer) shall be entitled as set forth below to paid sick leave at their current regular straight-time hourly rate for bona fide illness or injury-off-the-job.

8.02 Sick leave pay shall be accrued by an employee depending upon the number of straight-time hours worked by the employee with his current Employer in each twelve (12) months as follows:

<u>Hours Worked</u>	<u>Hours of Sick Leave Pay</u>
1680 to 2080	32
2080 or more	40

8.03 Sick leave pay, to the extent it has been earned, shall begin on the fourth (4th) normally scheduled working day of illness or injury-off-the-job or the first (1st) normally scheduled working day, if the employee is hospitalized on such first (1st) normally scheduled working day, shall continue for each normally scheduled working day of illness thereafter, and shall be in an amount per day equal to the average number of straight-time hours worked per day by the employee during the past twelve (12) months; provided (1) the daily total of sick leave pay under this Article and disability payments provided by the Health and Welfare Plan shall not exceed the current regular straight-time rate for the employee's average hours up to eight (8) hours per day; and (2) not more than five (5) days' sick leave pay shall be required in any one work week.

8.04 Sick leave pay shall be cumulative from year to year, but not to exceed a maximum of eighty (80) hours. Sick leave pay must be earned by employment with one Employer.

8.05 A doctor's certificate or other authoritative verification of illness may be required by the Employer and, if so, must be presented by the employee not more than forty-eight (48) hours after return to work.

8.06 Any employee found to have abused sick leave benefits by falsification or misrepresentation shall thereupon be subject to disciplinary action, reduction or elimination of sick leave benefits (including accumulated sick leave) and shall further restore to the company amounts paid to such employee for the period of such absence, or may be discharged by the company for such falsification or misrepresentation.

8.07 Sick leave benefits shall apply only to bona fide cases of illness and injury-off-the-job and shall not apply to on-the-job accidents which are covered by Article XII of this Agreement.

ARTICLE IX - FUNERAL LEAVE

9.01 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, vacation, 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 for at the employee's regular straight-time hourly rate. Immediate family shall be defined as spouse, son, daughter, mother, father, brother or sister.

9.02 The one (1) day allowance shall be increased to two (2) days, effective April 1, 1969, and the two (2) days allowance shall be increased to three (3) days, effective April 1, 1970.

ARTICLE X - JURY DUTY

10.01 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 fee they receive 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 and one hundred and twenty (120) hours within any calendar year; provided, however, an employee called for jury duty who is temporarily excused from attendance at 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. 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.

ARTICLE XI - HEALTH AND WELFARE

11.01 Each Employer and the Union agrees to be bound by the terms and provisions of that certain Trust Agreement creating the Retail Clerks Health & Welfare Trust Fund, dated June 18, 1957, and as subsequently amended. Further, each Employer accepts as his representatives for the purpose of this Trust Fund, the Employer Trustees serving on the Board of Trustees of said Trust Fund and their duly appointed successors.

11.02 Beginning September 1, 1968, based on August hours, the Employers party to this Agreement shall pay into the Retail Clerks Trust, for the purpose of providing the employees with hospital, medical, surgical, vision, group life, accidental death and dismemberment, and weekly indemnity benefits, the rate of contributions established in that separate "Health and Welfare Agreement" between Allied Employers, Inc., and various Local Unions, dated July 1, 1964, as amended. The provisions of that separate agreement, as amended, constitute conditions of employment.

11.03 Beginning September 1, 1968, based upon August hours, the Employers party to this Agreement shall pay seven cents (7¢) per compensable hour (maximum of one hundred seventy-three (173) hours per month per employee) into the Retail Clerks Trust on account of each member of the bargaining unit, for the purpose of purchasing and administering a Dental Plan for each covered employee and eligible dependents. Employer contributions shall be computed monthly and the total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last day of each month.

ARTICLE XII - STATE INDUSTRIAL INSURANCE

12.01 All employees shall be covered under Washington State Workmen's Industrial Accident Compensation or guaranteed equal coverage.

ARTICLE XIII - RETIREMENT PROGRAM

13.01 The Employer shall pay into the Retail Clerks Pension Trust on account of each member of the bargaining unit, ten cents (10¢) per hour, eighty cents (80¢) per day, four dollars (\$4.00) per week, or seventeen dollars and thirty cents (17.30) per month, which payments are to be computed monthly. The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month.

13.02 Effective April 1, 1970, the Employer shall pay into the Retail Clerks Pension Trust on account of each member of the bargaining unit, fifteen cents (15¢) per hour, one dollar and twenty cents (\$1.20) per day, six dollars (\$6.00) per week, or twenty five dollars and ninety-five cents (\$25.95) per month, which payments are to be computed monthly. The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of such month.

13.03 Each Employer and the Union agree to be bound by the terms and 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 Trustees who will be appointed by Allied Employers, Inc., to serve on the Board of Trustees of said Trust Fund and their duly appointed successors.

13.04 The provisions of Section 16.03 of Article XVI of this Agreement shall, in no way, apply to or effect the Employer's obligation to pay contributions to this Trust Fund.

ARTICLE XIV - GENERAL CONDITIONS

14.01 The Employer shall not permit demonstrators, salesmen or other employees of a supplier to perform 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.

14.02 All gowns, aprons and uniforms required by the Employer shall be furnished and kept in repair by the Employer and, except where the garment is of drip-dry material, the Employer shall pay for the laundering of same.

14.03 In the event any employee covered by this Agreement shall be called or conscripted for the Army, Navy, Marine Corps, or other branch of the United States Military Service, he shall retain, consistent with his physical and mental abilities, all seniority rights hereunder for the period of this Agreement or any renewal or extension thereof, provided, application for reemployment is made within ninety (90) days after being honorably discharged from such military service, current law to govern at time of application.

14.04 It is the desire of both the Employer and the Union to avoid wherever possible the loss of working time by employees covered by this Agreement. Therefore, representatives of the Union, before contacting an employee during his working hours shall first contact the store manager or person in charge. All contacts will be handled so as to not interfere with the employee's duties or with service to the customers.

14.05 The Union agrees to issue a Union Store Card and/or window decals to the Employer. Such Union Store Cards and decals are and shall remain the property of the Retail Clerks International Association, and the Employer agrees to surrender said Union Store Cards and/or decals to an authorized representative of the Union on demand in the event of failure by the Employer to observe the terms of this Agreement.

The Employer shall display such Union Store Cards and/or decals in conspicuous areas accessible to the public, in each establishment covered by this Agreement.

ARTICLE XV - NON-DISCRIMINATION

15.01 The parties to this Agreement acknowledge their responsibilities under Title VII of the CIVIL RIGHTS ACT of 1964 and do hereby agree not to discriminate on the basis of race, color, religion, sex or national origin.

ARTICLE XVI - GRIEVANCES

16.01 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 Allied Employers, Inc., 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 member or they shall request the Federal Mediation and Conciliation Service to submit a list of eleven (11) 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.

The labor relations committee as thus constituted shall have no power to add to, subtract from, or change or modify any provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they apply to the specific facts of the issue in dispute.

16.02 During the process of making adjustments under the rule and procedures set forth in Section 16.01 above, no strike or lockout shall occur.

16.03 No grievance or claim of violation of this Agreement shall be recognized unless presented in writing within ninety (90) days from the date of the occurrence causing the complaint or grievance except in cases where report of a grievance has been suppressed through coercion by the Employer. In the event the claim is one for additional wages, any such claim shall be limited to additional wages, if any, accruing within the ninety (90) day period immediately preceding the date upon which the Employer received notice in writing of the claim.

ARTICLE XVII - NO STRIKES OR LOCKOUTS

17.01 During the life of this Agreement the Union agrees not to engage in any strike or stoppage of work and the Employer agrees not to engage in any lockout. It shall not be a cause for discharge or discipline and it shall not be a violation of this Agreement for an employee to refuse to cross a primary labor union picket line at the Employer's premises that has been established to support a legal strike provided the picket line is approved by Local #1105.

ARTICLE XVIII - SEPARABILITY

18.01 It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses and phrases of this Agreement are separable and if any phrase, clause, sentence, paragraph or section of this Agreement shall be declared invalid by the valid judgement or decree of a court of competent jurisdiction because of conflict with any Federal or Washington State law, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement and the balance of this Agreement shall continue in full force and effect.

18.02 The parties hereto agree that substitute provisions conforming to such judgement and decree shall be incorporated into this Agreement within thirty (30) days thereafter.

ARTICLE XIX - DURATION OF AGREEMENT

19.01 This Agreement shall be in full force and effect from and after April 1, 1968, until April 1, 1971, 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 this Agreement for the purpose of discussing a revision within sixty (60) days prior to said expiration date of each anniversary thereof upon written notice being served upon either party by the other.

19.02 If during the second year of this Agreement, the United States becomes engaged in a nationally recognized wartime emergency, the parties hereto agree that upon sixty (60) days' notice in writing either party may reopen this Agreement.

IN WITNESS WHEREOF, we attach our signatures this 14th day of August, 1968.

ALLIED EMPLOYERS, INC.

RETAIL CLERKS UNION, LOCAL NO. 1105
Chartered By
RETAIL CLERKS INTERNATIONAL ASSOCIATION, AFL-CIO

By /s/ L. A. SHERMAN
Secretary-Manager

By /s/ MERVYN L. HENDERSON
Secretary-Treasurer

U.S. DEPARTMENT OF LABOR
BUREAU OF LABOR STATISTICS
WASHINGTON, D.C. 20212File

6715

April 14, 1970

RECEIVED

APR 17 1970

ALLIED EMPLOYERS, INC.

Allied Employers, Incorporated
1107 Tower Building
Seattle, Washington, 98101

MAY 4 1970 - asen.

Gentlemen:

Thank you for sending us the current union agreement(s) identified below.

For use in preparing studies of collective bargaining practices, we should like to know the number of employees covered by each agreement. Please supply current information in column (3) below and return this form in the enclosed envelope which requires no postage.

Your cooperation is appreciated.

Very truly yours,

Geoffrey H. Moore
GEOFFREY H. MOORE
Commissioner

Establishment (1)	Name of union (2)	Number of employees normally covered by agreement (3)
Allied Employers, Incorporated King-Snohomish Counties	Retail Clerks International Association local #1105	Approximately 5,500