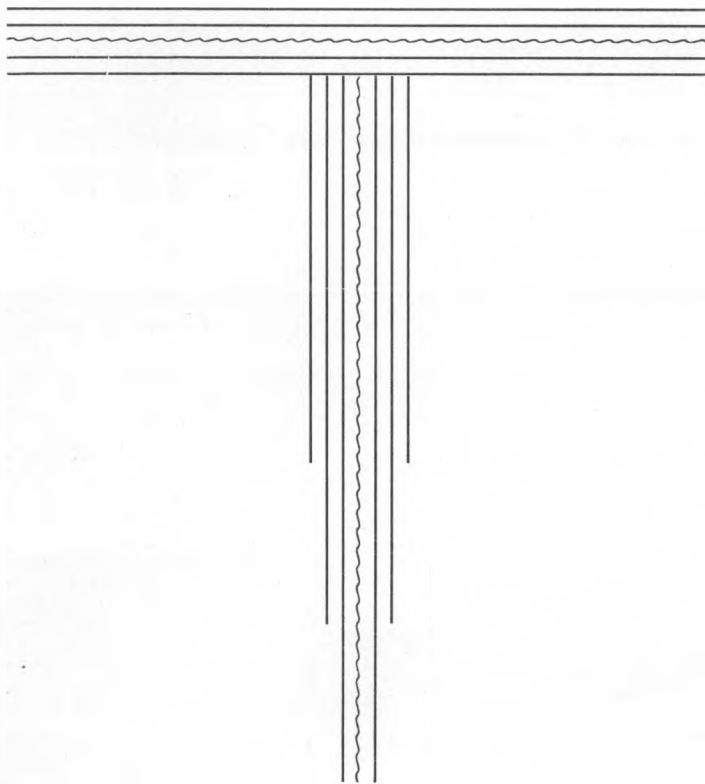

Wage and Working Agreement

Grocery Division



1964 - 1968

THIS AGREEMENT is made and entered into as of the 1st day of October, 1964, by and between the RETAIL CLERKS INTERNATIONAL ASSOCIATION, LOCAL No. 367, AFL-CIO, hereinafter called the Union, and those employers engaged in the retail grocery industry, signatory hereto, hereinafter called the Employer.

SECTION I — RECOGNITION AND BARGAINING UNIT

1. The Employer hereby recognizes during the term of this Agreement, Retail Store Employees Union, Local No. 367, Retail Clerks International Association, AFL-CIO, as the sole and exclusive collective bargaining agency for a unit consisting of all employees in the grocery departments of the Employers' present and future retail establishments located in Pierce County, State of Washington, with respect to rates of pay, hours, and other conditions of employment except and excluding supervisory employees within the meaning of Section 2(11) of the National Labor Relations Act, as amended. Subject to the terms of Section II, Paragraph 3, all work of handling and selling of merchandise in such retail grocery departments 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 No. 367, is recognized as the collective bargaining agency by the Employer.

SECTION II — UNION SECURITY

1. Pursuant to and in conformance with Section 8(a)3 of the Labor Management Relations Act of 1947, it is agreed that all employees coming under the terms of this Agreement shall make application to join the Union within thirty-one (31) days following the date of employment or within thirty-one (31) days following the date of signing of this Agreement, whichever is the later, and must maintain membership in good standing for the life of this Agreement and any renewal thereof. 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 as to whom the Union, through its Secretary, delivers to the Employer a written notice that such employee is not in good standing in conformity with this Section. 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 Section II of this 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 Section 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. The Employer agrees to furnish the Union with a monthly list of full and part-time employees 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 Section 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, 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 Store Employees Union, Local No. 367

RE: Employee
(Last Name) (First Name) (Middle Initial)
.....
(Address or Box No.)
.....
(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 provides:

Pursuant to and in conformance with Section 8(a)3 of the Labor Management Relations Act of 1947, it is agreed that all employees coming under the terms of this Agreement shall make application to join the Union within thirty-one (31) days following the date of employment or within thirty-one (31) days following the date of signing of this Agreement, whichever is the later, and must maintain membership in good standing for the life of this Agreement and any renewal thereof. 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 as to whom the Union, through its Secretary, delivers to the Employer a written notice that such employee is not in good standing in conformity with this Section.

.....
(Firm Name)
.....
(Address or Box No.)
.....
(City) (Telephone Number)

3. All demonstrator salespeople working in any store shall be members of Retail Clerks International Association or be in possession of a current clearance slip from Retail Clerks Local No. 367. Such demonstrators shall be furnished by Retail Clerks Union, No. 367, if available and shall receive the Journeyman Clerk scale of wages. The Employer shall not permit outside salesmen to perform the work of store clerks according to rules set forth in Supplemental Agreement.

SECTION III — HOURS OF WORK AND OVERTIME

1. Eight (8) consecutive hours, exclusive of a lunch period of not over one (1) hour, shall constitute a day's work and five (5) days totaling forty (40) hours shall constitute a week's work. Any regular full-time employee who is scheduled to work on Sunday shall have at least two (2) consecutive days off during his work week. All work in excess of eight (8) hours in one (1) day and all work performed on the sixth day in one (1) week shall be paid for at time and one-half. All work performed on Sundays shall be paid for at two (2) times the regular rate of pay, but not in excess of Five Dollars and Fifty Cents (\$5.50) per hour. No employee shall be required to work more than five (5) hours without a one-hour lunch period.

2. The Employer shall post on or before the close of each week the schedule of work for the following week for all full-time employees; provided that this provision shall not apply in cases of emergency or where a change in schedule is mutually agreed to by the Employer and the employee.

3. All hours of employment between 6:00 p.m. and 12:00 midnight shall be paid for at premium time rates of twenty (20) cents per hour in addition to their regular hourly rate. All work from 12:00 midnight to 8:00 a.m. shall be paid for at premium time rate of twenty-five (25) cents per hour in addition to their regular hourly rate.

4. All overtime work shall be done by the regular Union employees of the store, at the overtime rate, or may be done by regular members of the Union not regular employees of the store in which the overtime work is done.

5. The Company agrees not to schedule two part-time employees within an individual store where it is reasonable and workable to combine their total weekly schedules so that one full-time employee can be used.

SECTION IV — GENERAL PROVISIONS

1. At least one (1) Union Journeyman must be on duty at all times before an Apprentice is allowed to work. No Journeyman sales person shall be replaced by an Apprentice. When laying off sales persons for reasons beyond their control, Journeymen shall be the last to be discharged or laid off and first to be rehired.

2. Regular part-time and extra employees 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, except after school help may be employed by the hour until regular clerks are available.

3. 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.

4. Members of the Union shall not be discriminated against for upholding Union principles, and there shall be no individual contract or agreement between Employer and employee.

5. Any employee given the authority by management to cash checks, shall not be held responsible for any loss, provided the employee does not exceed the authority granted him.

SECTION V — JURY DUTY

1. 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; 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 (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.

SECTION VI — HOLIDAYS

1. The following holidays are to be observed: New Year's Day, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day, and any and all other holidays nationally or locally observed by the stores parties to this Agreement. When a holiday falls on Sunday, the following Monday shall be observed. All work performed on holidays, which is not covered under Paragraph 2 of this Section shall be paid for at double time (straight-time in addition to holiday pay).

2. Regular full-time employees shall be paid according to the following schedule for any week in which a holiday falls:

4 days worked not including the holiday5 days' pay
5 days worked not including the holiday6 days' pay

4 days worked including the holiday5½ days' pay
 5 days worked including the holiday6½ days' pay
 6 days worked including the holiday7½ days' pay

3. Regular part-time employees working twenty (20) hours or more per week shall receive pro-rata holiday pay for all holidays which fall within their regular part-time work week. For all hours worked on holidays, they shall receive double time.

SECTION VII — VACATIONS

1. Vacations with pay shall be given employees on the plan of one (1) week after one (1) year's service, two (2) weeks after two (2) years' service and three (3) weeks after nine (9) years' service. When a holiday falls within an employee's vacation, his vacation shall be extended by one (1) day or he shall receive an extra day's pay in lieu thereof. The vacation period shall be considered to be the months of June, July and August. By mutual agreement, vacations may be taken at some time other than the regular vacation period. EFFECTIVE JANUARY 1, 1965, 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 four (4) weeks' vacation with pay. Employees entitled to two week vacations shall have such

weeks scheduled consecutively. Employees entitled to three or four week vacations, who wish all such weeks scheduled consecutively, must make arrangements with management for this prior to the February 1st preceding the vacation period.

2. After two (2) years' continuous service, employees shall receive vacation at their regular weekly rate for their regularly scheduled shift, provided they have worked such shift for at least the preceding ninety (90) days.

3. If, after one (1) or more years' service, the employee's services are terminated, he shall be paid for vacation time earned on a pro-rated basis of one (1) day for each five (5) weeks worked, after nine (9) years, one and one-half (1½) days for each five (5) weeks worked, and effective January 1, 1965, after 15 years' service, two (2) days for each five (5) weeks worked for which vacation time has not been paid for or awarded, except in case of discharge for dishonesty or drunkenness, or in the case of quitting without notifying the Employer at the time he leaves the store. Regular part-time employees working an average of twenty (20) hours or more per week during the preceding year shall qualify for the above vacation benefits on the pro-rata basis of average time worked per week.

4. In case of transfer of ownership of a store, the employee's vacation credits shall not be interrupted.

SECTION VIII — CLASSIFICATIONS AND MINIMUM RATES OF PAY

1. The following minimum scale of wages shall prevail:

	PER HOUR — EFFECTIVE					
	10/4/64	3/28/65	3/27/66	10/2/66	4/2/67	10/1/67
Senior Journeyman Clerk*	\$3.00	\$3.05	\$3.12½	\$3.17½	\$3.22½	\$3.27½
Journeyman Clerk—Employees 21 or more years of age who have completed 2080 hours apprenticeship	2.85	2.90	2.97½	3.02½	3.07½	3.12½
Demonstrator Sales People	2.85	2.90	2.97½	3.02½	3.07½	3.12½
Junior Clerk—Only employees under 21 years of age who have completed 2080 hours apprenticeship	2.65	2.70	2.77½	2.82½	2.87½	2.92½
Apprentice Clerk:						
1st 3 Months (0- 520 Hours)	1.82½	1.85	1.85	1.85	1.85	1.85
2nd 3 Months (521-1040 Hours)	2.00	2.05	2.12½	2.17½	2.22½	2.27½
3rd 3 Months (1041-1560 Hours)	2.20	2.25	2.32½	2.37½	2.42½	2.47½
4th 3 Months (1561-2080 Hours)	2.37½	2.42½	2.50	2.55	2.60	2.65
Part-time employees under 18½ years of age who work 24 hours or less per week and who shall not work as checkers**	1.47½	1.47½	1.50	1.50	1.52½	1.52½

* The classification of Senior Journeyman Clerk 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.

** Not more than twenty (20) per cent of the total man hours worked in the store shall be employed in this classification.

2. For the purpose of computing months of experience and determining length of service wage adjustments under Paragraph 1 of this Section VIII, one hundred seventy three and one-third (173½) 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 (173½) hours of experience in any one calendar month.

3. Part-time employees shall receive all of the overtime and premium time payments and other conditions of this Agreement, unless specifically exempted therefrom.

4. Experience shall be based on the total experience accumulated in retail grocery stores, or departments of the same classification, except employees who have been out of the industry from two (2) to five (5) years may be hired at the 4th bracket rate for three (3) months, and if out of the industry for five (5) years or more, they may be hired at the 2nd bracket rate and increased every three (3) months according to the schedule.

5. It is understood that all claims for overtime or back pay must be made within sixty (60) days of the pay day such shortage occurs, except in the case of deliberate contract violations by the Employer.

6. No employee, who, prior to the date of this Agreement, was receiving more than the rate of wages designated in the schedule herein contained, for the class of work for which he was engaged, shall suffer a reduction of wages or position through the operation, or because of the adoption of the Agreement. Any individual Company Pension Programs in effect may be cancelled as of the October 1, 1965, effective date of the Retirement Program specified under Section XI of this Agreement.

SECTION IX — SICK LEAVE

1. As of each October 1, 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 the preceding twelve (12) months as follows:

Hours Worked	Hours of Sick Leave Pay
1680 to 2080	32
2080 or more	40

2. Sick leave pay to the extent it has been earned shall begin on the fourth (4th) working day of illness, and shall continue for each working day of illness thereafter up to and including the seventh (7th) working day, 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 twelve (12) months immediately preceding the last October 1, at the employee's current straight-time rate. "Working day of illness" shall be defined as meaning any day of illness falling on Monday through Saturday and shall also mean any day of

illness falling on Sunday if the employee involved is regularly scheduled to work on Sunday.

3. 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.

4. 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.

5. 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.

SECTION X — STATE INDUSTRIAL INSURANCE

1. All employees shall be covered under Washington State Workmen's Industrial Accident Compensation.

SECTION XI — RETIREMENT PROGRAM

1. EFFECTIVE OCTOBER 1, 1965: The Employer shall pay into the Retail Clerks Pension Trust on account of each member of the bargaining unit, ten cents (10c) per hour, eighty cents (80c) 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 such month.

2. Each Employer and the Union agree to be bound by the terms and provisions of the Trust Agreement which will be executed by Food Industry, Inc., and Retail Store Employees Union, Local No. 367 and other Local Unions of the Retail Clerks International Association, AFL-CIO, to create the Retail Clerks Pension Trust Fund. Further, each Employer accepts as his representatives, for the purpose of such Trust Fund, the Employer Trustees who will be appointed by Food Industry, Inc., to serve on the Board of Trustees of said Trust Fund and their duly appointed successors.

SECTION XII — HEALTH AND WELFARE

1. The Employers party to this Agreement shall subscribe to the Retail Clerks Trust to provide Group Life, Accidental Death and Dismemberment and Weekly Disability Insurance for eligible employees as defined in Paragraphs 5, 6 and 7 of this Section XII, and such Group Life and Accidental Death and Dismemberment Insurance shall be in the amounts specified in Article II, Paragraph A, sub-paragraphs 1 and 2, of the Health and Welfare Agreement dated July 1, 1964, by and between Food Industry, Inc., and various locals of the Retail Clerks International Association, AFL-CIO, as follows:

(a) Group life insurance\$1,000

(b) Accidental death and dismemberment insurance (non-occupational and occupational coverage)\$1,000

(c) Weekly Disability Insurance in the amount of Forty-Five Dollars \$45.00 per week for thirteen (13) weeks, commencing with the first day of the accident and the eighth day for illness, provided these benefits shall not be payable for any period during which the disabled employee is eligible to receive paid sick leave from his Employer.

(d) Pierce County Medical Bureau Preferred and Extended Coverage.

(e) Pierce County Medical Family Coverage for Employees' eligible dependents for all employees who qualify. Eligible dependents are hereby defined as dependent children and spouse, excluding children nineteen (19) years of age or older as specified in Medical Bureau regulations. For complete information read "Health and Welfare" brochure.

2. By the tenth (10th) day of each month, beginning with February, 1965, the Employers party to this Agreement shall pay to the Administrator of the Retail Clerks Trust for each "eligible" employee, as defined in Paragraphs 5, 6 and 7 of this Section XII, Fifteen Dollars and Fifty Cents (\$15.50) to provide the insurance coverage specified in Paragraph 1 above, Trust administrative expense, and the amount of premium required to provide Hospital-Medical-Surgical benefits specified in the Preferred Coverage Contract made the 1st day of February, 1965, by and between Food Industry, Inc., Retail Store Employees Union Local No. 367, and Pierce County Medical Bureau, Inc.

3. It is understood and agreed that if an increase in premium payments by the Employer is needed to maintain the benefits specified herein during the life of this Agreement, the Employer agrees to maintain such benefits at the cost determined by and between the parties hereto and the Carriers, provided, however, that in no event shall any increase in premium payments be required prior to October 1, 1966.

4. Premium payments to the Pierce County Medical Bureau, Inc., shall begin with the month of Feb. 1, 1965, providing the Bureau agrees in writing with Local No. 367 and Food Industry, Inc, that:

(a) Any surplus remaining from such payments at the end of each year's experience, after payment of claims plus ten per cent (10%) of the gross collections for administration and other normal costs of the Bureau incident to providing coverage for this group, shall be returned to the Employers through the Administrator of the Retail Clerks Trust in cash or credit on premiums not later than one hundred twenty (120) days after the end of each year's claims experience, and

(b) Representatives of Local No. 367 and/or Food Industry, Inc., will be allowed to audit claims paid by the Bureau for eligible employees and dependents in this group. It is understood and agreed that this condition shall be null and void in the event the Pierce County Medical Bureau, Inc., refuses to allow auditing of claims and so states in writing to Local No. 367 and Food Industry, Inc.

5. Regular employees shall be eligible for coverage provided they worked eighty (80) hours or more the preceding month.

6. Regular employees who are eligible for coverage and who worked eighty (80) hours or more during the month in which they are terminated shall be covered for the following month.

7. New employees, after two (2) months' employment, shall be covered beginning with the third month, provided they are still employed on the first day of the third month. For the purpose of this Section, a month is defined as eighty (80) hours or more in one calendar month.

8. The parties hereto agree that if Hospital-Medical-Surgical benefits as specified for eligible employees and their dependents under Article II, Paragraph A, sub-paragraphs 4, 5, 6 and 7, of the Health and Welfare Agreement dated July 1, 1964, by and between Food Industry, Inc., and various locals of the Retail Clerks International Association, AFL-CIO, are amended to provide coverage through Medical Bureaus, including the Pierce County Medical Bureau, Inc., on or after April 1, 1968, such coverage shall be placed into effect through the Retail Clerks Trust for eligible employees covered by this Agreement and their dependents, and the provisions of Paragraphs 2 and 4 of this Section XII shall be null and void.

SECTION XIII — 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:

2. Two (2) members representing the Employers and two (2) members representing the Union. In 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.

3. During the process of making adjustments under the rule and procedure set forth above, no strike or lockout shall occur. However, refusal of any employee covered by the terms of this Agreement, to pass through any picket line which has been sanctioned by the Pierce County Central Labor Council of Tacoma, shall not constitute a violation of this contract.

SECTION XIV — DURATION OF AGREEMENT

1. This Agreement shall be effective as of October 1, 1964, and continue in effect until October 1, 1968, and will automatically renew itself from year to year thereafter unless either party shall serve written notice sixty (60) days prior to the expiration of any year of desire to amend or terminate the Agreement.

2. If, during the second or following years 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.

3. If any section of this Agreement is found in violation of federal or state law, the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, we attach our signatures this..... day of, 19.....

EMPLOYER:

RETAIL STORE EMPLOYEES UNION No. 367, AFL-CIO:

SUPPLEMENTAL AGREEMENT

1. In executing their Grocery Agreement dated December 31, 1964, it has been understood and agreed by and between the undersigned that the work of store clerks referred to in Section II, Paragraph 3, of the Labor Agreement shall be interpreted to permit as outlined in the following paragraphs:

2. Driver Salesmen, who sell and service merchandise from the truck, shall continue to shelve, display, rotate, check codes and spoilage for not to exceed one (1) hour. In no instance shall they remove merchandise from the stock room or warehouse, and they shall not mark merchandise that has been delivered previously to the store.

3. At no time, shall book salesmen handle merchandise within any retail store, except to check codes in order to prevent spoilage. Book salesmen shall not work as demonstrators, nor shall they build promotional displays, except, they may assist a store clerk in preparing a promotional display which will be serviced by a demonstrator who is a bona fide member of the Retail Clerks Union or who has obtained a current clearance slip from Retail Store Employees Local No. 367.

4. Only in the case of new stores, prior to opening, shall there be no restrictions on the work of the salesmen.

5. Exceptions to the above may be made only under special circumstances, provided they are agreed upon between the Employer and the Union.

6. Violations of the intent of the above restrictions after the effective date of this supplement shall be penalized by a

donation by the Employer to the United Good Neighbor Fund of Pierce County in the following amounts:

First violation	\$100.00
Second violation	\$250.00
Subsequent violations	\$500.00

7. Disputes as to violation of intent shall be subject to the grievance procedure provided in Section XIII and shall culminate in arbitration if no agreement is reached by the joint committee.

8. This supplement may be amended by mutual agreement at any six-month interval after October 1, 1964. Otherwise, it shall continue in effect until October 1, 1968, and from year to year thereafter, unless at least sixty (60) days' notice prior to any anniversary date is given of notice to amend or terminate the Supplemental Agreement.

ADDENDUM TO AGREEMENT

In executing their Grocery Agreement dated December 31, 1964, it has been understood and agreed by and between the undersigned parties that retail clerks employed in any separate department or departments that may be established within a particular store operation, whether by concession or under the direct control of an Employer party to the Grocery Agreement, shall be or become members of Local No. 367 in accordance with Section II of the Grocery Agreement, and shall be compensated in accordance with wage rates and working conditions specified in the Labor Agreement of Local No. 367 for this area covering variety, textile, drug, or whatever other separate type of department may be involved.