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HEALTH AND WELFARE AGREEMENT

By and Between

ALLIED EMPLOYERS, INC.

for and on behalf of the firms represented
and

AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN
OF NORTH AMERICA, AFL-CIO, LOCALS #81, #151,
#186, #247, #507, #529, #553, #554 and #652.

This Agreement is made by and between Allied Employers, Inc., for and on behalf of the firms represented and Amalgamated Meat Cutters & Butcher Workmen of North America, AFL-CIO, Local Union #81 and #186 of Seattle, Washington; Local #247 of Bellingham, Washington; Local #553 and #554 of Tacoma, Washington; Local #529 of Yakima, Washington; Local #151 of Everett, Washington; Local #507 of Aberdeen, Washington; and Local #652 of Centralia, Washington; and such other Local Unions of the Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO, who may become parties hereto, bound hereby, and who agree to be bound by the amended Agreement and Declaration of Trust known as Washington Meat Industry Trust.

ARTICLE I

Purpose

The purpose of this Agreement is to provide a program of hospital-medical-surgical - group life - accidental death and dismemberment and weekly indemnity, dental and drug benefits to be provided at Employer's expense for eligible employees and their eligible dependents. The terms and conditions by which to administer the aforementioned Program are set forth herein.

ARTICLE II

Hospital - Medical - Surgical - Group Life - Accidental Death and Dismemberment and Weekly Indemnity, Dental and Drug Benefits.

A. Until January 1, 1968, the Employers, party to this Agreement, shall pay into the Washington Meat Industry Trust the amount of seventeen dollars and fifty cents (\$17.50) per month for each covered employee and eligible dependent, as defined under Article II, Paragraph D of this Agreement. These monies shall be used to purchase and administer a Hospital-Medical-Surgical, Group Life, Accidental Death and Dismemberment Insurance and Weekly Indemnity Plan for each covered employee and eligible

dependents. Effective January 1, 1968, the Employers shall increase their monthly contribution to twenty-six dollars (\$26.00) per month. Each payment shall be made to the Trust by the tenth (10th) of each month.

B. The Employers agree that commencing with the effective date required by their various Labor Agreements they shall pay into the Washington Meat Industry Trust the amount of eight dollars and sixty-five cents (\$8.65) per month for each covered employee and eligible dependent as determined under Article II, Paragraph E of this Agreement for the purpose of purchasing a Dental Plan for each such covered employee and eligible dependent. Each payment shall be made to the Trust by the tenth (10th) day of each month.

C. The Employers agree that commencing with the effective date required by their various Labor Agreements, they shall pay into the Washington Meat Industry Trust the amount of four dollars and fifty cents (\$4.50) per month for each covered employee and eligible dependent as determined in accordance with Article II, Paragraph E of this Agreement. These monies shall be used to purchase and administer a Prescription Drug Plan for each covered employee and eligible dependents. Each payment shall be made to the Trust by the tenth (10th) day of each month.

D. ELIGIBILITY OF EMPLOYEES AND DEPENDENTS UNDER THE HOSPITAL-MEDICAL-SURGICAL, GROUP LIFE, ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE AND WEEKLY INDEMNITY PLAN.

1. Each employee in the collective bargaining unit who works for an Employer party to this Agreement may become eligible under the Hospital-Medical-Surgical, Group Life, Accidental Death and Dismemberment Insurance and Weekly Indemnity Plan.
2. Each employee (which shall be deemed to include employees of any Local Union signatory hereto) who has worked eighty (80) hours or more for his Employer in the preceding month shall be eligible for coverage.
3. An employee who has previously been eligible for coverage, but who does not qualify for coverage in a particular month under Paragraph 2 above may maintain his health and welfare coverage for an additional period of six (6) months by paying in advance to the Trust the full cost of such coverage.
4. Persons who are self-employed in the industry and who are members of the Union may, at the discretion of the Trustees, be included in the Health and Welfare Benefit Plan provided hereunder.

5. Eligible dependents of an employee who meets the above eligibility conditions will also be covered under the Program.

E. The rules of eligibility for dental and prescription drug benefits shall be as from time to time established by the Board of Trustees of the Washington Meat Industry Trust. The dental benefits provided by Article II, Paragraph B, and the prescription drug benefits provided by Article II, Paragraph C, may be procured under contracts with insurance underwriters, service plans, or carriers which will be in the form customarily written by said underwriters, service plans, or carriers, and the Program shall be subject to the terms and conditions of such contracts. The failure of an insurance underwriter, service plan, or carrier to provide for any of the benefits for which it has contracted shall result in no liability to the Employer, nor the Trust or Trustees, nor shall such failure be considered a breach by the Employer of any of the obligations which it has undertaken by this Agreement, or a breach of Trust by the Trustees.

F. None of the benefits, other than group life insurance and accidental death and dismemberment, shall be payable to an employee or dependents in cases where benefits are provided under any Federal or State Law, including any applicable Workmen's Compensation Act.

G. A booklet describing the Program in detail will be prepared and distributed to the Union and to each employee.

H. The program shall be jointly administered through the Washington Meat Industry Trust in accordance with the subject to the form of Amended Agreement and Declaration of Trust with Addendum thereto, as attached hereto and incorporated herein. The Board of Trustees of said Trust shall be responsible for the administration of the Health and Welfare Program subject to the terms and conditions of said Trust Agreement. The expenses of legal, auditing and administrative services and the cost of supplies and other administrative expenses shall be paid as provided in said Amended Agreement and Declaration of Trust, and Addendum thereto.

ARTICLE III

Effective Date and Duration

This Agreement, as it relates to hospital-medical-surgical, group life, accidental death and dismemberment insurance and weekly indemnity benefits, shall be effective January 1, 1968, and shall remain in effect until May 1, 1971, and the Agreement, as it relates to dental and prescription drug benefits shall be effective on the date required by the individual Labor Agreements of the various Local Unions involved, unless

changed by mutual consent. Should either party desire to change, modify or terminate the Program at the end of such period, written notice must be given to the other party sixty (60) days in advance of May 1, 1971 or May 1 of any subsequent year. If written notice shall not be given within such time, this Agreement shall be considered as automatically renewed for an additional period of one year and in like manner from year to year thereafter.

IN WITNESS WHEREOF, we attach our signatures this 31st day of October, 1967, at Seattle, Washington.

ALLIED EMPLOYERS, INC.

AMALGAMATED MEAT CUTTERS & BUTCHER
WORKMEN OF NORTH AMERICA, AFL-CIO,
LOCALS #81, #151, #186, #247, #507,
#529, #553, #554 & #652

By /s/ L. A. SHERMAN

By /s/ KONRAD A. JOHNSON
Local #81

By /s/ EVERETT HIGGINS
Local #151

By /s/ FRANK ALBRECHT
Local #186

By /s/ PAT FINN
Local #247

By /s/ WILLIAM SCHADLE
Local #507

By /s/ RON KURVINK
Local #529

By /s/ MARVIN JACKA
Local #553

By /s/ LAWRENCE E. ANDERSON
Local #554

By /s/ MAUDE M. MEYERS
Local #652