

12/1/16 - 12/1/19
FRANCO THE TAILOR
WAGE & WORKING AGREEMENT

This Agreement mutually made and entered into by and between Franco the Tailor hereinafter called the "Employer" and the United Food and Commercial Workers Union Local No. 367 chartered by the United Food and Commercial Workers International Union, AFL-CIO&CLC, hereinafter called the "Union".

SECTION 1
Union Security

1.01 The Employer shall be entitled to one (1) exempt tailor. There shall not be more than one (1) such employee.

1.02 The Employer recognizes the Union as the sole and exclusive collective bargaining agent with respect to rates of pay, hours, and all other terms and conditions of employment for the appropriate bargaining unit herein established.

1.03 All employees not holding membership in the Union at the time of their employment shall become members of the Union thirty-one (31) days from the date of their employment as a condition of their continued employment.

1.04 The Employer agrees not to keep in his employ in the classifications listed herein, anyone whose membership in the Union has been terminated because of failure to tender periodic dues or initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

1.05 All new employees failing or refusing to secure membership in the Union as provided above shall, upon demand of the Union, be released from the employ of the Employer.

1.06 The Employer agrees all provisions of this Agreement shall apply to all employees from the first day of employment including, but not limited to, holidays.

1.07 The Employer agrees to furnish the Union and each employee a notice outlining the provisions of Section 1. The Employer agrees to deliver to each employee a notice and he shall be furnished a supply of such notices by the Union. 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.

1.08 For the purpose of this Agreement, the following definitions shall apply:

1.08.1 A full-time employee is one hired to work regular workweeks as defined in this Agreement.

1.08.2 A part-time employee is one hired to work less hours than those constituting a workweek as defined in this Agreement. All provisions of this Agreement shall apply to

affected, except in cases of emergency, or where the change is mutually agreed to by the Employer and the employee affected. Employees with two (2) or more years' service who have an established day off will not have that day off changed without the Employer showing good cause for such change.

3.03 All time worked before 8:00 a.m. and after 6:00 p.m. shall be paid for at the rate of time and one-half (1½) except for all new hires employed on or after December 4, 1961, who shall be paid straight-time rates therefor. All time worked in excess of eight (8) hours per day, forty (40) hours per week or on the sixth day in any one (1) week, shall be paid for at the rate of time and one-half (1½) provided, however, that extra employees may be scheduled to work a six (6) day, forty (40) hour week, and after 6:00 p.m. at straight time, starting with Monday in the week in which the fifteenth (15th) day of November falls until Christmas, and one(1) week immediately preceding Easter Sunday, providing further that the Employer may hold a special training course with pay, not to exceed three (3) days in duration for all extra employees, for the purpose of qualifying such employees for such extra Christmas and Easter work. The Employer agrees that hours on the sixth day under this provision shall be in addition to their regular schedule.

3.04 All work performed after normal store closing hours, but in no event later than 9:30 p.m. shall be paid at the rate of time and one-half (1½).

3.05 Employees shall receive time and one-half (1½) for work performed on the seventh consecutive day and each day thereafter until they receive a day off.

3.06 The Employer shall pay a \$1.00 meal allowance to employees whose shift ends after 7:00 p.m. and who have worked in excess of five (5) hours. This clause shall apply only to persons not receiving time and one-half (1½) for work after 6:00 p.m. It shall be paid once per month by voucher.

3.07 All employees called or scheduled to work shall be guaranteed four (4) hours' work.

3.08 Sunday Work. All work performed on Sunday shall be paid for at the rate of time and one-half (1½). All work performed on Sunday shall be voluntary. Employees shall be allowed to volunteer for Sunday work based upon their seniority. In the event that not enough employees volunteer for Sunday work, the Employer shall have the right to schedule by inverse seniority. Employees who choose not to work on Sunday shall not be discriminated against.

3.08.1 Any employee who works on Sunday shall be allowed to work his normal work schedule during five (5) days out of six (6), Monday through Saturday. Sunday shall be separate and apart from the normal workweek.

3.08.2 Any employee who works on Sunday as part of his five (5) day workweek shall be allowed upon request, two (2) consecutive days off, Monday through Saturday.

SECTION 6
Leave of Absence

- 6.01 All employees will be entitled to a leave of absence for the following bonafide reasons:
- 6.01.1 Extended non-occupational injury or illness (including pregnancy) which requires absence from work.
 - 6.01.2 Occupational injury which requires absence from work.
- 6.02 Leaves of absence for personal reasons may be granted at the discretion of the Employer based upon Company Policy.
- 6.03 Employees with two (2) or more years of experience with the Employer, who desire to take a personal leave of absence, shall be entitled to do so subject to the following conditions:
- 6.03.1 The scheduling of the leave of absence shall be by mutual agreement between the Employer and the employee.
 - 6.03.2 The leave of absence shall not exceed sixty (60) calendar days.
 - 6.03.3 Personal leaves of absence shall be granted not more than once each three (3) years.
- 6.04 Any request for a leave of absence under the terms of paragraph 6.01, 6.02 and 6.03 shall be in writing and submitted each three (3) months stating the following information:
- 6.04.1 Reason for such request.
 - 6.04.2 Date leave is to begin.
 - 6.04.3 Date of return to work.
- 6.05 Any leave of absence with the exception of personal leaves set forth in paragraph 6.03 and leaves due to occupational injuries may run to a maximum of six (6) months. Leaves due to occupational injury shall be granted until the employee is qualified to resume his regular duties; but not to exceed twelve (12) months.
- 6.06 Upon completion of a leave of absence, the employee shall return with full seniority and longevity rights to the job previously held or to a job comparable with regard to rate of pay on the first weekly schedule prepared after the Employer has received notice in writing of the employee's availability.

SECTION 11

Jury Duty

11.01 Any employee who is required to serve on a municipal, county or federal jury or grand jury shall be paid the difference between the amount paid for such service and the employee's hourly rate or in case of an incentive employee, the employee's guaranteed hourly base contract pay for the time lost from his scheduled shift by reason of such service, subject to the following provisions:

11.01.1 An employee must notify his supervisor within twenty-four (24) hours after receipt of notice of selection for jury duty.

11.01.2 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 the store and work at least one-half (½) of his normal work shift.

11.01.3 In order to be eligible for such payments the employee must furnish a written statement from the appropriate public officer showing the date and time served and the amount of pay received.

11.02 Employees who are called to be a witness on behalf of their Employer shall be paid for such time as though it is work time.

SECTION 12

Funeral Leave

12.01 If any employee covered by this contract suffers a death in the immediate family, i.e., husband, wife, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, grandchildren, at the request of the employee, the employee shall be given three (3) regular working days off and shall be compensated for his wage loss by payment of hourly straight-time pay for such time lost as a result of his absence from his employment. In the event the employee is notified of the death while working, the employee shall, upon request, be excused from work for the balance of the working shift. This shall be in addition to the above leave. This time shall not be charged against the quota of commission employees. Step-parents and step-children shall be one and the same as parents and children.

SECTION 13

Sick Leave

13.01 Sick leave shall accumulate on the basis of one-half (½) day per month, accumulative up to a maximum of sixty (60) hours. Sick leave up to the amount accumulated may be taken on the second day of illness or the first day of accident. Up to sixteen (16) hours of sick leave may be taken each year on an hour-by-hour basis for doctor and dentist appointments. Sick leave shall

15.06 Temporary interruption in employment, 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) cumulative up to sixty (60) days per year shall not affect vacation eligibility or pay.

SECTION 16 Holidays

16.01 All employees, except Christmas hires or extra employees on call, shall be paid for all holidays provided such employee is on duty his scheduled working day preceding and his scheduled working day following the holiday. If an employee fails to work either of the above days without permission of the Employer, he shall forfeit holiday pay, with the exception that bonafide illness, accident, or excused absence shall not affect holiday pay. The following holidays are to be observed: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day and all other holidays nationally or locally observed by the stores party to this Agreement. When a holiday falls on Sunday, the following Monday shall be observed. All employees who work on the fifth (5th day, excluding the holiday, in a holiday week, shall be paid at the rate of time and one-half (1½) of the regular straight-time rate of pay. When a holiday falls during an employee's vacation, his vacation shall be extended by one (1) day, or he may be paid in lieu of an extra day off. Work on any and all scheduled holidays shall be paid for at one and one-half (1½) times the employee's regular hourly rate, plus his regular holiday pay. One and one-half (1½) time the employee's regular hourly pay shall not be charged against commission salespeople's earnings but shall be paid in addition thereto.

16.02 Holidays shall be observed as holidays on the date established for each by Federal legislation.

16.03 During the week in which a holiday falls, the workweek shall be four (4) days excluding the holiday.

16.04 Holiday pay shall be based on the normal number of hours worked during the four (4) weeks preceding the holiday. If employment commenced less than four (4) weeks preceding the holiday, the pay for this holiday shall be based on the number of hours normally worked this day had the store been open.

16.05 In addition to the holiday set forth in the above paragraph, all employees (except Christmas hires or extra employees on call) shall receive four (4) additional paid holidays which shall be their anniversary date of employment, their birthday, and two personal holidays. The birthday and anniversary date holidays shall be observed within thirty (30) days of the employee's birthday and anniversary date on a mutually agreeable day. The employee's personal holidays shall be observed and granted on the basis of two (2) personal holidays within each year of employment on a mutually agreeable days.

18.2 The Employer and the Union agree to be bound by the Health and Welfare Labor Agreement, effective May 6, 2007, by and between Allied Employers, Inc., and UFCW Union Locals No 21, 44, 81, 367, 1439, UFCW International (AFL-CIO), and Teamsters Union Local 38, and by all subsequent revisions or amendments thereto.

18.3 Employers party to this Agreement shall continue to pay on a per compensable hour basis (maximum of one hundred and seventy-three (173) hours per calendar month per employee) into the Retail Clerks Welfare Trust for the purpose of providing the employees with hospital, medical, surgical, vision, group life, accidental death and dismemberment, weekly indemnity benefits and dental benefits in accordance with the contribution rates and related provisions established by the separate Health and Welfare Agreement between Allied Employers, Inc., and various Local Unions dated April 1, 1977, and as subsequently amended.

18.4 The details of the benefit programs including a description of exact benefits to be provided, and the rules under which employees and their dependents shall be eligible for such benefits, shall be determined by the Trustees of the Retail Clerks Welfare Trust in accordance with the terms and provisions of the Trust Agreement creating the Retail Clerks Welfare Trust, dated June 18, 1957, and as may be subsequently amended.

18.5 The term "compensable hour" shall mean any hour for which any employee receives any compensation required by this Agreement.

18.6 The contribution referred to shall be computed monthly 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 in which the contributions were earned.

18.7 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 and seventy-three (173) hour maximum shall be appropriately adjusted, as directed by the Trustees, provided that in no event shall the Employer's total obligation be different than what it would have been on a calendar 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.

SECTION 19

Wages

19.01 Any employee being paid above the scale provided in this Agreement, or enjoying working conditions in excess of the contract schedules at the time this Agreement is made shall continue as to pay and working conditions already established during the life of this Agreement.

19.05 When a new department and/or job classification is established by the Employer for which no rate of pay is provided for within this Agreement, the Employer agrees to meet with the Union, upon its request, for the purpose of negotiations for a wage rate for such classification. The wage rate agreed upon as the result of such negotiations, shall be effective from the date of the establishment of the new department and/or job classification. If agreement between the parties is not reached within thirty (30) days from the date of the Union's request for such negotiations, the matter may be referred by either party to the arbitration procedure as set forth in this Agreement, and the decision resulting therefrom shall be binding upon the parties for the remaining term of this Agreement.

SECTION 20 Settlement of Disputes

20.1 Any grievance or dispute concerning the application or interpretation of this Agreement must be presented in writing by the aggrieved party to the other party within sixty (60) days from the date of the occurrence giving rise to such grievance or dispute, except in cases of discharge which must be presented within fifteen (15) days; otherwise, such right of protest shall be deemed to have been waived. Such grievances shall be adjusted by accredited representatives of the Employer and the Union. In the event of the failure of these parties to reach a satisfactory adjustment within twenty-one (21) days from the date the grievance is filed in writing by the aggrieved party, the matter must be referred by the moving party for final adjustment to a Labor Relations Committee consisting of two (2) members from the Employer and two (2) members from the Union and the decision of the Labor Relations Committee shall be final and binding. In the event the Labor Relations Committee fails to reach an agreement within seven (7) days from the date a grievance is considered by the Committee, the moving party must, within seven (7) days thereafter, refer the grievance to arbitration by requesting the Federal Mediation and Conciliation Service to submit a list of eleven (11) names of qualified arbitrators from which the parties shall select the Arbitrator. In the event the moving party submits a request for a panel of arbitrators in accordance with the foregoing provisions and the Federal Mediation and Conciliation Service fails to provide such a list within twenty-one (21) days from the date of the request, the parties may mutually select an Arbitrator. If they are unable to agree upon an Arbitrator within three (3) working days, the moving party may contact the American Arbitration Association for an alternate panel of arbitrators. The Labor Relations Committee and the Arbitrator shall have no power to add to, subtract from, or change or modify any provision 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. The decision of the Arbitrator shall be final and binding on all parties and shall be rendered within thirty (30) days from the close of the hearing or the receipt of briefs, whichever is later. Should the arbitrator fail to comply with these provisions, he will not be paid for his services. The moving party shall notify the arbitrator of this provision during the selection process. If the assignment is refused, the parties agree to select an alternate.

20.1.1 The losing party shall pay the cost of the arbitrator. The parties agree that the arbitrator has the authority to determine appropriate proration of this cost in the event of a split decision and award. The arbitrator should be made aware of the requirements of this provision at the conclusion of the arbitration hearing.

SECTION 23
Company Benefits

23.01 The Union recognizes the Employer's right to determine certain "Company Benefits". In turn the Employer recognizes that the exercise of this right may have an effect upon matters that are proper areas for collective bargaining between the Union and the Employer. In recognition of these mutual interests, it is agreed as follows:

23.01.1 Before any changes in "Company Benefits" are made, it is agreed that the Union will be given reasonable notice of the contemplated changes. The Union and the Employer will then meet and negotiate these contemplated changes. The Employer will make available to the Union any information necessary for constructive discussion and the reaching of a satisfactory agreement.

23.01.2 It is understood and agreed that in the event a satisfactory agreement is not reached by the parties, the subject matter shall be referred to the grievance procedure in accordance with Section 21 and be it further understood and agreed that in processing grievances pertaining to "Company Benefits" the arbiter shall determine whether or not the Employer is justified in making the changes requested.

SECTION 24
Dues and Fees Check Off

24.01 The Employer agrees during the life of this Agreement, upon receipt of an executed check-off form, to deduct from the employee's earnings each month an amount equal to the regular monthly union dues, initiation fees (in equal installments during a 90-day period), reinstatement fees, and assessments due Local 367 which have accrued in the past and which accrue in the future, such amounts to be transmitted to the Union on or before the 10th day of each month.

24.02 The Union agrees to supply the Employer with the amounts of union dues, initiation fees, reinstatement fees or assessments applicable to each individual as the case may warrant. In no event will the amount deducted exceed the total of one month's dues plus fifty dollars (\$50.00).

24.03 The Employer agrees to request all employees to fill out and sign check-off authorization forms, which are to be supplied by the Union.

LETTER OF UNDERSTANDING
RETIRES HEALTH AND WELFARE

Wind down and terminate the Sound Health & Wellness Retiree Trust with assistance to current retirees, termination target date of December 31, 2018.

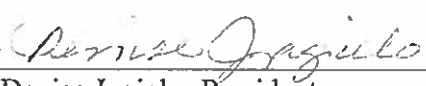
Effective May 2016 hours, defer \$0.02 per hour from the active Sound Health & Wellness Trust contribution for a total Sound Health & Wellness retiree contribution of \$0.03 per hour.

Upon termination, or sooner if provided by the Sound Health & Wellness Retiree Trust, redirect \$0.02 per hour back to the Sound Health and Wellness Trust.

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By 
Franco Marchio, Owner

By 
Denise Jagielo, President

Date 5/4/17

Date 3/30/17