

ADDENDUM AGREEMENT
by and between
TOWN AND COUNTRY MARKET, INC.
and
UNITED FOOD AND COMMERCIAL WORKERS UNION
LOCAL NO.21

**Pharmacy Techs, Bookkeepers, Office Clerical, Information Systems Clerks,
and Maintenance, Personnel**

(King, Snohomish, Kitsap and North Mason Counties)
May 8, 2016 through May 4, 2019

This AGREEMENT is by and between Town and Country Market, Inc., hereinafter referred to as the Employer, and United Food and Commercial Workers Union Local No. 21, hereinafter referred to 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.

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 1 - RECOGNITION

1.1 The Employer and the Union recognize the purpose of this Agreement is to set forth the understandings which have been reached by the parties on behalf of the Employer's Pharmacy Techs, Bookkeepers, Office Clerical, Information Systems Clerks, and Maintenance Personnel positions listed on Addendum "A" to this Agreement, in the employers Main Office as well as present and future stores. Pharmacists are specifically excluded from this bargaining unit.

ARTICLE 2 - UNION SECURITY

Incorporate Area Agreement between Allied Employers and Local 21 ("Area Agreement").

ARTICLE 3 - SENIORITY

3.1 All employees shall attain seniority after sixty (60) calendar days with the Employer. Upon completion of this period, seniority shall date back to the last date of hire.

3.2 Unless otherwise agreed to by the parties, seniority shall be applicable on an individual store basis, except as otherwise provided for under this Agreement.

3.3 An employee's seniority shall not be broken in cases where the employee transfers to a different store with the same Employer within the geographic jurisdiction covered by the Collective Bargaining Agreements between the Employer and United Food and Commercial Workers Union Local No. 367, United Food and Commercial Workers Union Local No. 21, and Teamsters Union Local No. 38.

3.4 When an employee is transferred by the Employer from another area, outside those listed above, the transferred employee shall retain all seniority rights with the Employer but shall be entitled to exercise such rights only after having worked in the bargaining unit for a minimum of sixty (60) calendar days.

3.5 A layoff is defined as two consecutive weeks that an employee is not shown on the weekly work schedule. In the event of a store closure, the affected employees shall be considered laid off at the time of the closure. Assuming skills, qualifications, and abilities are deemed to be equal, seniority shall be a tiebreaker in the Employer's layoff and recall decisions.

3.6 Except as otherwise provided for in this Agreement, seniority shall be broken and the employee's service shall be terminated for the following reasons:

3.6.1 Voluntary quit;

3.6.2 Discharge in accordance with Section 2.4;

3.6.3 Absence caused by a layoff in excess of sixty (60) consecutive calendar days. Notwithstanding the above, employee(s) laid off due to the closure of their store will retain their seniority for one hundred twenty (120) consecutive calendar days, unless they fail to exercise their seniority with the Employer at their first opportunity; refuse to accept recall; and/or accepts employment with the purchaser.

3.6.4 Absence caused by an illness or non-occupational accident of more than one hundred twenty (120) consecutive days;

3.6.5 Absence caused by an occupational accident of more than eighteen (18) consecutive months unless a longer period is agreed to by the Employer and the Union;

3.6.6 Failure to report to work within seventy-two (72) hours following the postmark of written recall notice to the employee's last known address;

3.6.7 Failure to report to work immediately following a Leave of Absence.

3.7 Regular employees shall not have their hours arbitrarily reduced for the purpose of increasing the working hours of regular part-time employees or assigning such hours to new hires or extra employees.

3.8 The Employer may arrange weekly work schedules to accommodate the needs of the business. The Employer agrees not to schedule employees in an arbitrary manner and the Employer shall, at the request of the Union, provide business reasons for the scheduling of employees in that given store.

3.9 It is understood and agreed that the employee will not be entitled to request wages under the provisions of this Article except to the extent of time lost, commencing with the weekly work schedule next following receipt of the Union's written notification to the Employer of the claim, in accordance with this Agreement, provided that if less than three (3) days remain prior to the posting of the weekly work schedule in accordance with Section 5.9 when the Employer receives notification, the Employer's liability, if any, for time lost shall commence with the second next work schedule and thereafter until resolved.

ARTICLE 4 - LEAVE OF ABSENCE

Incorporate Area Agreement

ARTICLE 5 - HOURS OF WORK AND OVERTIME

5.1 Forty (40) hours per week shall constitute the basic straight-time workweek, unless otherwise specified.

5.2 Holidays, either worked or not worked, shall not be considered as days worked for the purpose of computing weekly overtime.

5.3 All hours worked in excess of forty (40) hours per week and eight (8) hours per day shall be paid for at the rate of time and one-half (1-1/2). There shall be no compounding of holiday and/or overtime pay.

5.4 There shall be a rest period of at least ten (10) minutes in every continuous four (4) hour period of employment. In the event that the one shift shall be less than four (4) hours and the other shift shall be four (4) hours or more, there shall be only one rest period, fifteen (15) 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. No employee shall be required to work more than three (3) hours without a rest period.

5.5 Required store meetings shall be paid for at the straight-time hourly rate, and shall be considered time worked for the purpose of computing overtime in accordance with this Article,

5.5.1 Employees required to attend such meetings on their day off, or who have been called back after an hour of off duty time shall receive a minimum of a two (2) hour call-in for such meetings.

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

5.7 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 Thursday preceding the start of the workweek. 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 forty-eight (48) hours' 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. (See Letter of Understanding # 11)

5.7.1 The weekly work schedule shall include the period designated as the meal periods required by this Agreement. Lunch hours shall be as close to the middle of the shift as possible.

ARTICLE 6 - CLASSIFICATIONS AND MINIMUM RATES OF PAY

6.1 The classifications and hourly rates of pay shall be set forth in Addendum "B", attached hereto and by this reference made a part hereof.

6.2 The Employer may raise or lower wages at its discretion, so long as wages remain at or above contract minimums.

ARTICLE 7 – HOLIDAYS

Incorporate Area Agreement.

ARTICLE 8 – VACATION

Incorporate Area Agreement.

ARTICLE 9 - SICK LEAVE

Incorporate Area Agreement.

ARTICLE 10 -FUNERAL LEAVE

Incorporate Area Agreement.

ARTICLE 11 - JURY DUTY

Incorporate Area Agreement.

ARTICLE 12 - HEALTH AND WELFARE/DENTAL

Incorporate Area Agreement.

ARTICLE 13 – STATE INDUSTRIAL INSURANCE

Incorporate Area Agreement.

ARTICLE 14 - RETIREMENT PROGRAM

Incorporate Appendix "A" terms from Area Agreement. No current employee shall suffer a non-negotiated reduction in pension contributions by virtue of this Agreement.

ARTICLE 15 - GENERAL CONDITIONS

15.1 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 materials, the Employer shall pay for laundering of same.

15.2 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.

15.3 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. All contacts will be handled so as to not interfere with the employee's duties.

15.4 The Union may 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 United Food and Commercial Workers International Union, 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.

15.5 The Employer shall furnish to the Union, on written request, a copy of the payroll records of all bargaining unit employees, but not more than one (1) payroll record need be furnished during a twelve (12) month period.

15.6 If any employee is required to travel from one place to another during the course of the performance of the day's work, said employee shall be compensated for such time and for any legitimate expenses incurred. Such employees shall be reimbursed for public transportation expense if used, or be granted mileage allowance at the IRS allowable rate per mile, if the employee provides the vehicle to be used.

15.7 Where the masculine or feminine gender has been used in any job classification or in any provision of this Agreement, it is used solely for the purpose of illustration and shall not in any way be used to designate the sex of the employee eligible for the position or the benefits of any other provisions.

15.8 The Company agrees to notify the Union of the sale and/or closure of a store at least thirty (30) days in advance, whenever practical. Reasons where the thirty (30) days notice is not practical may include but are not limited to lease contingencies, financing arrangements, and or finalization of the buy/sell arrangements.

ARTICLE 16 - NON-DISCRIMINATION

Incorporate Area Agreement.

ARTICLE 17 - GRIEVANCE PROCEDURE

Incorporate Area Agreement.

ARTICLE 18 - NO STRIKES OR LOCKOUTS

18.1 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 picket line at the Employer's premises that has been established to support a legal strike concerning this particular bargaining unit, provided the picket line is approved by Local #21.

ARTICLE 19 - SEPARABILITY - SAVINGS

Incorporate Area Agreement.

ARTICLE 20 - NO FREE TIME

Incorporate Area Agreement.

ARTICLE 21 - DURATION OF AGREEMENT

21.1 This Agreement shall be in full force and effect from May 8, 2016 to May 4, 2019, and shall automatically renew itself from year to year thereafter unless either party gives written notice to the other party at least sixty (60) days prior to the expiration date advising of their desire to amend or terminate this Agreement.

21.2 If during the term 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.

Town and Country Markets, Inc.

United Food and Commercial Workers Union,
Local No. 21

By Julie Yari
Julie Yari
Human Resources Director

By Todd Crosby
Todd Crosby
President

LETTER AGREEMENTS ADOPTED FROM AREA AGREEMENT

- Memorandum of Understanding #1 Manufacturer's Representatives, Book or Advance Salesmen
- Memorandum of Understanding #2 Resolution of Unit Clarification - Petition #19-Uc-534
- No Strikes/No Lockout #1
- Permanent Job Openings #2
- Union Meeting Notices #3
- Designation of Union Representatives #4
- Corporate Campaign #5
- Most Favored Nations #6
- Dues check-off #7
- Scheduled Days Off #8
- Grievance Procedure #9
- Optional Voluntary Buyout # 10
- Scheduling Practices # 11
- Preferred Schedule, Rehabilitation Plan of the Sound Retirement Trust #12

Agreement between Town & Country Markets, Inc. and UFCW Local 21
for Pharmacy Techs, Bookkeepers, Office Clerical, Information Systems Clerks, Human Resources Administration Clerks, Maintenance, and
Security Personnel Agreement

APPENDIX A

Positions Covered By This Agreement from Appendix A of the Incorporated Area Agreement

Bookkeepers
Office Clerical
Maintenance
Pharmacy Technicians and Pharmacy Assistants
Information Systems Clerks

APPENDIX B

All classifications consistent with Appendix "C" of the Area Agreement (Non-food), except Pharmacy Technicians.

Pharmacy Technicians shall be paid consistent with the provisions covering pharmacy clerks (B Tech) and pharmacy technicians (A Tech) at Quality Food Centers' (QFC's) Division Stores (King County Area).

No current employee in the classifications covered by this Agreement shall suffer a wage reduction by virtue of this Agreement.