

Contract number 7300 (this agreement covers Thrifty Drugs)

SOUTHERN CALIFORNIA

Employment = 5600

Beth Levin X31921

MEMORANDUM OF AGREEMENT

Pt. 1

Red 12-13-78
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from CWB

1. Term of Agreement

5/8/78 - 3/1/81

2. Past Service Credit:

Delete Article VI, Paragraph A. 2. b. c. - AND Appendix "D"

Substitute the following:

New Hires:

- (a) New hires shall be credited with prior industry experience as follows:

Less than 800 hours' prior experience -- no credit

800 hours but less than 1500 hours' prior experience -
800 hours credit

1500 hours but less than 2200 hours' prior experience -
1500 hours credit

2200 hours but less than 2900 hours' prior experience -
2200 hours credit

2900 hours or more prior experience -- full credit

- (b) New hires not previously employed by the Employer who are entitled to prior experience credit shall receive the entry level wage rate during the first thirty (30) days of employment and one bracket lower than their experience calls for during the next ninety (90) days of employment.

- (c) New hires previously employed by the Employer shall receive full credit for prior experience with the Employer in the type of work to be performed.

Definition of Prior Experience:

Prior industry experience is defined as experience under Retail Clerks collective bargaining agreements in the State of California. Full recognition shall be given for experience in the type of work to be performed and,

for experience under such agreements in work other than the type of work to be performed.

3. Lead Clerks

Effective 5/8/78, stores in which the total clerks hours worked exceed 4000 hours per month shall employ a minimum of three (3) lead clerks. Each lead clerk will be compensated an additional twenty-five cents (25¢) per hour over the current rate of pay or the on and after 12/1/73 experienced clerks rate of pay, whichever is greater.

To qualify as a lead clerk store, the aforementioned qualifying hours must be maintained as an average during four (4) of the preceding six months. The first evaluation period to determine which stores qualify as "lead clerk stores" will be from 10/1/77 through 3/31/78. Subsequent semi-annual evaluation periods will be October 1 through March 31 and April 1 through September 30. The necessary adjustments based on this evaluation will be effective the first payroll period in January and July of each year. Selection of the lead clerks shall be vested solely in management.

4. Head Pharmacist

Effective 5/8/78, pharmacies doing in excess of a daily average of 110 prescriptions shall have one head pharmacist on schedule. This daily average shall be determined by dividing the total number of prescriptions per month by the total number of days per month the pharmacy is operating. It is agreed that the number of prescriptions required to qualify as a head pharmacist store shall be re-negotiated as of January 1, 1981. One of the criterias that will be considered by both parties will be the national average of prescriptions per pharmacy operation. No head pharmacist shall be demoted from that position because of deficient performance in the job without first having received a prior warning notice in writing, copy to the Union, calling attention to his/her deficiencies.

This head pharmacist shall receive an additional fifty cents (50¢) per hour over the applicable pharmacy rate of pay. The selection of head pharmacist shall be solely vested in management. The determination period shall be the same as set forth above under paragraph 3.

5. Mileage Pay

Effective 7/1/78, the current mileage compensation of 11¢ per mile plus \$5.00 per week shall be modified to reflect a straight mileage allowance of 13¢ without the \$5.00 override whichever is greater. E30
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6. Third Exemption

Effective 7/1/78, stores in operation for 24 hours per day shall be entitled to an additional exemption from the terms of the agreement.

7. Pension

Effective 7/1/79, the Company agrees to contribute an additional .07¢ per hour bringing the total base pension contribution to .41¢. Effective 7/1/79, the Company agrees to increase its Supplemental Pension contribution by .035¢ bringing the total to .285¢.

8. Health and Welfare

Effective 7/1/78, the Trustees are authorized and directed to require contributions up to and including \$.025 per hour as needed.

Effective 7/1/79, the Trustees are authorized and directed to require contributions up to and including .05¢ per hour as needed.

Effective 7/1/80, the Trustees are authorized and directed to require contributions up to and including .05¢ per hour as needed.

The Trustees are authorized and directed to use any of the above amounts not required in any one year to be carried forward and to be used retroactive to the effective date as needed in subsequent years. Should the foregoing amounts be insufficient to maintain the benefits, the Union has the right to reopen the contract with the right to strike for the sole purpose of negotiating the health and welfare contribution in order to maintain the benefits.

9. Seasonal Ice Cream Dippers

Effective 5/8/78, a new classification of ice cream clerk shall be established. The rate of pay shall be as follows:

5/8/78	\$2.65
1/1/79	2.90
1/1/80	3.10
1/1/81	3.35

The Company will not have to make any fringe contribution on behalf of Seasonal Ice Cream Clerks -- nor will Seasonal Ice Cream Clerks be eligible for any cost of living adjustments, night premium, Sunday premium, part time premium, sick leave, holiday pay or funeral pay.

The duties of an ice cream clerk shall be limited to the handling and sale of ice cream and incidental candy bars, chewing gum and popcorn located at or immediately adjacent to the ice cream counter. In addition, the ice cream clerk may perform general cleaning of the immediately adjacent area to the front of the store and if applicable the concourse of same. Further, the ice cream clerk may collect shopping carts and assist customers to their cars with their purchases. During the Christmas season, these clerks may also be required to wrap or bag. It is agreed that only two ice cream clerks may be on duty at any given time. Any ice cream clerk assigned to other than the above specified duties shall be paid at the journeyman drug clerk rate of pay for the entire day during which the non-permitted work occurs.

In the event an ice cream clerk wishes to be hired as a regular clerk, he must make his request in writing to the store manager. The store manager may not arbitrarily refuse this request when an opening exists.

The Company may only employ ice cream dippers during the seasonal periods as outlined within Article III, Section F. 12 of the Collective Bargaining Agreement.

10. Pharmacist Wage Rates

Effective

	5/8/78	1st Payroll July, 1978	1st Payroll July, 1979	1st Payroll July, 1980
Increase	.25	.50	.50	.40

11. Clerk Wage Rates

H/1
H/12/06
H/1/1

Payroll Periods

5/8/78	1st. 7/78	1/1/79	1st. 7/79	1/1/80	1st 7/80	1/1/81
2.65	2.65	2.90	2.90	3.10	3.10	3.35
2.72	2.80	3.00	3.00	3.20	3.20	3.45
3.12	3.20	3.20	3.30	3.40	3.40	3.60
3.47	3.60	3.60	3.70	3.70	3.80	3.90
4.42	4.62	4.62	4.87	4.87	5.15	5.15
4.97	5.17	5.17	5.42	5.42	5.70	5.70

15¢

20¢

25¢

28¢

12. National Health and Welfare Coverage

In the event that there is passage of National Health and Welfare Legislation, the parties agree to reopen the agreement for negotiation for the sole purpose of negotiating language instituting prevention of duplicate costs for both the Company and the employees involved.

13. Cost of Living Provision

H/5/1

The parties agree to maintain the current language with respect to the Cost of Living Formula -- however, it is agreed to substitute the unrevised 1967 = 100 Consumer Price Index for Los Angeles for the new 1967 = 100 for Los Angeles Revised Urban Wage Earners and Clerks Consumer Index.

14. Transfer of Employees

B 29/1

Add to the current language within Article III, Section E. the following:

Requests for transfers within the Union territorial jurisdiction so an employee may work nearer one's home will be given appropriate consideration and will not be refused arbitrarily. Similarly, an employee will not be arbitrarily transferred to a store farther from one's own home.

H/52/1

15. Pharmacy Clerk

Clerks who are assigned to assist in clerical and pharmacy

related duties (including the running of the pharmacy register if it is in combination with clerical pharmacy duties) directly connected with the pharmacy and under the supervision of the pharmacist shall receive a .25 per hour premium over their current rate of pay when performing such duties.

16. Per Diem Allowance

Effective July 1, 1978 the per diem allowance shall be increased by \$2.50 per day.

This increase results in the following meal allowances:

Breakfast	\$2.25
Lunch	3.75
Dinner	6.25

17. Wages for Inventory, Installation Crew and Educators

The wage increases are to be those outlined with this Memorandum of Agreement as set forth in Article II for Journeyman Clerks.

18. Holidays

Effective July 1, 1978 those employees of the inventory and installation crew who have not celebrated their personal holiday during 1978 (i.e. Employee's Birthday) will receive as their holiday the day after Thanksgiving instead of their Birthday.

Effective January 1, 1979 all employees of the inventory and installation crew shall celebrate the day after Thanksgiving in lieu of the Employee's Birthday as a holiday.

19. Rest Periods

Members of the inventory and installation crew who are required to work a minimum of an additional one hour of overtime shall be entitled to a 10 minute rest period prior to the start of such overtime work.

This Memorandum of Agreement is subject to the ratification of the membership of each Local Union. It is agreed that the locals will recommend this settlement and will have their ratification meeting by the second week of May, 1978.

Accepted and Approved by the following Union Representatives
subject to membership ratification.

Retail Clerks Union, Local 137

Retail Clerks Union, Local 324

Retail Clerks Union, Local 770

Retail Clerks Union, Local 899

Retail Clerks Union, Local 905

Retail Clerks Union, Local 1167

Retail Clerks Union, Local 1222

Retail Clerks Union, Local 1428

Retail Clerks Union, Local 1442

Accepted and Approved by the THRIFTY CORPORATION

Director of Labor Relations