

JUL 14 1965 Un

III X-9/68

RETAIL DRUG AGREEMENT

October 25, 1964 to September 30, 1968

between

**PHARMACISTS AND RETAIL DRUG STORE
EMPLOYEES UNION**

**Local No. 330, R.C.I.A., AFL-CIO
2819 1st Ave., Seattle, Washington 98121**

and

THE RETAIL DRUG STORE OPERATORS

represented by the

Seattle-King County Pharmaceutical Society

and the

Seattle Retail Drug Association

TABLE OF CONTENTS

Section No.	Paragraph & Page No.
Recognition of Bargaining Unit	3
1. Union Security Clause	
Union membership requirements	a, b & c 4
Notification kits	d 4
Discharge clause	e 5
Quarterly list of employees	f 5
Access to payroll records	g 5
Clerks work clause	h 5
Access for Union representation	i 5
2. Work Week	
Basic work week	a 5
Basic work day	b 6
Overtime	c 6
Premium hours	d (1) 6
Seventh consecutive work day premium	d (2) 6
Sunday guarantee	d (3) 6
Work schedule	e 6
Split shifts	f 7
Part-time guarantee	g 7
Predesignated day off guarantee	h 7
Rotation of work	i 7
3. Holidays	
List of holidays	7
Holiday—full time employee	a 7
Holiday—regular part-time employee	b 8
Holiday work week	c 8
Holiday work opportunity	d 8
Holiday week guarantee	e 8
4: Vacation	
Qualifying conditions	a 8
Time of vacation	b 9
Accrued vacation	c & d 9
Illness, as it affects vacation	e 9
Waiver of vacation	f 9
Accumulative vacation	10
Holiday in the vacation period	h 10
Vacation pay—time of payment	i 10
5. Leave of Absence	
Emergency leave	a 10
Authorized leave—for pension purposes	b 10
6. Health & Welfare	
Medical coverage	a (1) 11
Insurance coverage	a (2) 11
Payments required	b 11
Eligibility	c 11
Dependent coverage	d 12
Damages for non-payment	e 12
7. Retirement	
Payments requirement	a 13
Administration	b 13
Internal Revenue status	c 13
Date requirements	d 13
Damages for non-payment	e 14

Section No.

Paragraph & Page No.

8. Jury Duty Pay.....	—	14
9. General Conditions & Definitions		
Short hour definition and penalty.....	a	15
Pharmacists authority	b	15
Head pharmacist or head salesperson definition.....	c	15
Manager & assistant manager.....	c	15
Head salesperson—monthly rate.....	d	16
Photo equipment salesperson—definition.....	e	16
Pharmacist lunch period.....	f	16
Pharmacist working outside the prescription dept.....	g	16
Travel time	h	16
Time off in lieu of overtime.....	i	16
Weekly wage statement.....	j	16
Utility clerk—definition	k	16
Four-hour minimum shift.....	l	16
Claims for short pay.....	m	16
Store meetings	n	16
Injury on the job.....	o	17
Bonus payments	p	17
New contract	q	17
Work conditions—new employees.....	r	17
Experience—non-pharmacists	s	17
Experience—pharmacists	t	18
Store helper	u	18
Meal period	v	18
Bonding fees, medical examinations, employment agency fees, etc.....	w	18
Regular rate of pay.....	x	18
Replacement of discharged journeymen.....	y	18
10. Wages		
Salaried & bi-monthly personnel.....	a	19
Employees work record.....	b	19
Special night scale.....		19
Definitions of job classifications.....		19 & 22
Wage scale	—	20 & 21
11. Uniforms	—	22
12. New Classifications	—	23
13. Responsibility to the Public and the Pharmacy		
Profession	a & b	23
14. Liability Insurance	—	23
15. Code of Ethics	—	23
16. Military Service	—	23
17. Guarantee (...For employees earning more than the minimum)	—	24
18. Arbitration		
Setup of grievance committee.....	a	24
Selection of arbitrator.....	b	24
Decision of arbitrator and his fee.....	c	25
Availability of evidence.....	d	25
19. Picket Lines	—	25
20. Store Card	—	25
21. Separability Clause	—	26
22. Partnership Dissolution, Sale or Transfer		
Partnership dissolution	a	26
Seniority in event of sale or merger.....	b	26
Sale or transfer of store.....	c	26
23. Expiration & Renewal	—	26

ARTICLES OF AGREEMENT

THIS AGREEMENT, mutually entered into this 21st day of December, 1964, by and between the Pharmacists and Retail Drug Store Employees Union, Local No. 330 R.C.I.A. of Seattle and vicinity, hereinafter called the Union and the Seattle-King County Pharmaceutical Society and the Seattle Retail Drug Association, for and on behalf of the individual employer members of each.

WITNESSETH: That for the mutual benefit of the parties hereto it is hereby expressly understood that the following shall be the scale of wages, the limitation of hours and the rules and working conditions to be observed by both parties to this Agreement.

RECOGNITION OF THE UNION

The Employer agrees to recognize and hereby does recognize the Union as the sole and exclusive collective bargaining agent for, and this agreement shall apply to, all persons employed who are engaged in selling or handling merchandise, and all other employees not upon the effective date of this agreement under a signed contract with any other Union. Notwithstanding the above by mutual agreement between the employer and the union, employees of particular departments may be represented by the unions normally representing those crafts in the area.

The Employer further agrees to not recognize, deal with, or enter into contractual relations either oral or written, with any other labor organization, agent, individual or group concerning rates of pay, hours, or other terms and conditions of employment for any employees included in the bargaining unit hereinabove described.

3/3
3/4
Hereafter, every store opened by the Employer in King or Snohomish Counties, which handles drugs, drug sundries and other merchandise presently handled by the Employer under this agreement, shall be considered an extension of the employer's operation, and shall automatically be covered by this Agreement.

No employer shall enter into any contract or arrangement with an employee or establish any rule or regulation which is contrary to or inconsistent with the provisions or

purposes of this Agreement. In the event an arrangement, differing from but not contrary or inconsistent to this Agreement is made, it must be in writing and signed by the Employer and employee and approved by the Union.

Both the Employer and the Union agree to consider and not to raise unreasonable objections to requests for such arrangements by either the Employer or the Union. In the event such an arrangement is desired and if no agreement is reached in ten (10) days, it may be settled by arbitration as provided for in Section 18 of this contract.

• **Section 1—UNION SECURITY CLAUSE**

a. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the union in good standing on the effective date of this Agreement, shall remain members in good standing, and those who are not members on the effective date of this Agreement shall, on the thirtieth (30th) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union.

For the purpose of this Section, the execution date of this Agreement shall be considered as its effective date.

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

c. Any new employee 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.

d. The Employer agrees to deliver to each new employee a notification kit from the Union outlining the provisions of this agreement and to send attached postcard properly filled out to the Union. These notification kits, including self-addressed postage-paid postcard, shall be supplied by the Union to the Employers.

e. The Employer shall be the judge as to the competency of his employees and continuity of employment shall be based upon the employer's judgment of the merit and ability of the individual employee, provided that such judgment shall be fairly and reasonably exercised and provided however, that no employee shall be discharged or discriminated against for any Union activity or for performing service on a Union committee outside of business hours, or for reporting to the Union the violation of any provision of this Agreement.

f. The Employer agrees upon request to make available to the Union quarterly a copy of the list of employees from which his quarterly unemployment compensation report is compiled and their respective wage rates of preceding months. Upon request, this list shall be furnished within 10 days.

g. The Employer agrees to make available to the Union representative upon request payroll records of hours worked and wages paid as required by law.

h. All work and services connected with, or incidental to the operation of the employer's retail establishment, pertaining to the handling and selling of merchandise offered for sale to the public, shall be performed only by employees within the appropriate unit as defined in this Agreement.

i. Access for Union Representative. Representatives of the Union shall continue to be permitted to contact the employees on the job to make proper investigation for the purpose of determining that this Agreement is being complied with by the Employer and for the presentation and handling of grievances, provided the union shall not interfere with a clerk waiting on a customer and shall not unreasonably interfere with the conduct of business.

• Section 2—WORK WEEK

a. **The Basic Straight Time Work Week** shall consist of forty (40) hours, to be worked in five (5) eight (8) hour days within the calendar week. Work Schedules shall be arranged so that employees will not be required to work more than six (6) consecutive days without a day off except as provided in paragraph d-2 of this section. It is the

purpose of this Agreement to establish a five (5) day, forty (40) hour work period in the calendar week.

b. **The Basic Straight Time Workday** shall consist of eight (8) hours, to be worked within nine (9) consecutive hours, with a scheduled uninterrupted meal period of not less than one half nor more than one hour at approximately the middle of the workday. (Exception see Section 9, Paragraph f.)

c. **Overtime** is defined as: All work (including inventory work) in excess of the hours heretofore specified. Overtime shall be figured to the closest 1/10 of an hour. Any employee whose hourly shift has been completed before the closing time of the store shall discontinue doing any further work at the completion of his hourly shift, unless the manager or Employer requests further services of said employee. Then the employee shall be entitled to overtime.

Overtime pay shall be at the rate of one and one-half ($1\frac{1}{2}$) times the employee's regular rate of pay, except when daily overtime work is performed on premium hours or on holidays. The overtime pay therefor shall be one and one-half ($1\frac{1}{2}$) times the applicable premium hour or holiday rate of pay as specified in this Agreement.

d. **Premium Hours.** (1) All work performed before 7:00 A.M. or after 10:00 P.M. shall be premium time, and shall be paid for at the rate shown on the rate of pay schedule.

(2) All work performed on an employee's seventh (7th) consecutive workday and any consecutive day thereafter shall be premium time and shall be paid for at the rate of 10% extra the 7th day, 20% the 8th, 30% the 9th, etc. This may be waived for pharmacists and male clerks.

(3) Sunday. No employee shall suffer loss of pay because of work on Sunday.

e. **Work Schedule.** (1) It is agreed that the Employer will make work schedules available to employees forty-eight (48) hours before the start of the work week. It is understood and agreed that the established work schedule may be changed as required by unexpected emergencies in the store. The work schedule will designate the employee's day off.

(2) All employees shall be guaranteed work as scheduled or pay at applicable rates in lieu thereof, on each day they report to and remain available for work as scheduled by the Employer, unless proper notice as herein defined is given.

f. There shall be no split shifts worked by any employee.

g. Part-time shifts shall be assigned for periods of not less than four (4) consecutive hours and shall be compensated for at the rates listed.

h. **Pre-designated Day Off Guarantee.** Any employee called for work on his pre-designated day off, as established in the work schedule provisions, shall be guaranteed eight hours work at the overtime rate of pay if the employee is available for eight hours, with the exception that this clause shall not apply if in order to cover the store, the employee is required to work in the event of emergency and no regular relief help is available.

i. **Rotation of Work, Pharmacists & Salespersons.** The Employer shall rotate five (5) day full-time pharmacists and salespersons on night and Sunday work, except where such rotation adversely affects the Employer's operation.

• Section 3—HOLIDAYS

New Year's Day, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day shall be observed as holidays. In the event a holiday falls on Sunday, it shall be observed on the following Monday, with the exception of Christmas which shall always be observed on December 25th. All work performed on holidays shall be paid for at the rate of time and one-half except for Christmas which shall be paid for at the rate of double time.

a. **Holiday—Full Time Employees.** If an employee does not work the holiday, he shall receive a full day's pay at his regular rate of pay. If an employee works on a holiday, in addition to the above pay he shall receive for all hours worked on the holiday (except Christmas) pay at the rate of one and one-half ($1\frac{1}{2}$) times his regular rate of pay. For all work performed on Christmas he shall be paid at the rate of twice his regular rate of pay in addition to the Holiday pay granted above.

b. **Holiday Regular Part-Time Employees.** Regular part-time employees, not working the holiday, but on duty the employees scheduled working day before and the scheduled working day after the holiday, if scheduled, shall receive holiday pay according to the hours worked in the holiday week as follows:

Hours Worked	Holiday Pay
32 or more	8
28-31	7
24-27	6
20-23	5
16-19	4
12-15	3
Up to 11	2

If a regular part-time employee works on a holiday, in addition to the above pay, he shall receive for all work performed on the holiday (except Christmas) pay at the rate of one and one-half (1½) times his regular rate of pay. For all work performed on Christmas he shall be paid at the rate of twice his regular rate of pay in addition to the Holiday pay granted above.

c. It is understood that any week in which a holiday falls shall be a thirty-two (32) hour, four day week. However, the fifth day other than the holiday if worked, will be paid at straight time hourly rates with the exception that this will not apply if an employee is regularly working in excess of five days. Then, all work performed in excess of 32 hours or four days during such holiday week shall be paid at the overtime rates.

d. Regular scheduled full or part-time employees shall be given the first opportunity to work the holidays.

e. No employee shall receive less pay in a holiday week because of the application of these holiday provisions.

• Section 4—VACATION

a. Employees with one continuous year's service with one employer shall receive a minimum of one (1) continuous week's vacation with full pay; provided, however, that any employee upon termination after ten (10) month's continuous employment shall be entitled to five (5) day's vaca-

tion pay. All employees with two year's continuous service with one employer shall receive a minimum of two (2) consecutive week's vacation annually with full pay. All employees with ten (10) year's continuous service with one employer shall receive an additional week's vacation, a total of three (3) weeks.

A week's full pay shall consist of the employee's usual weekly pay including overtime regularly worked.

b. The time of vacation will be determined by the Employer. Employees must be informed of the time their vacation is to occur at least two weeks in advance. Also, the sale by the Employer of his business shall not relieve such Employer of the obligation to his employees for accrued vacation period to the date of sale.

c. **Accrued Vacation.** It is further provided that if a regular employee who has completed one year's continuous employment with the same employer terminates before his next vacation period, vacation pay shall accrue at the rate of one day for each full month worked, not to exceed ten days per year, for which no vacation has yet been granted. For a regular employee after nine (9) years continuous service, vacation pay shall accrue at 1½ days per month.

d. **Accrued Vacation, Part-Time.** Regular part-time employees shall accrue vacation time as follows: During first year of service and after completion of ten (10) months of continuous service, one (1) hour vacation pay for each fifty (50) hours worked. During the second year's employment and thereafter through the 9th year, two (2) hours vacation pay for each fifty (50) hours worked. During the 10th year of service and thereafter, three (3) hours vacation pay for each fifty (50) hours worked.

e. Any temporary lapse in employment, up to forty-five (45) days, because of illness shall not affect the continuity of employment for vacation purposes. After an illness of forty-five days the Employer may reduce the employee's vacation by the ratio which the days off in excess of forty-five (45) bears to the total vacation year. If requested, the employee shall supply to the Employer a certificate from a qualified physician attesting to the employee's illness.

f. Vacation may not be waived by employees nor may extra pay be received for work during that period: provided,

however, that by prior mutual agreement between the Employer, the employee and the Union, this provision may be waived.

g. Vacations may not be cumulative from one year to another.

h. If a holiday named under Section 3 of this Agreement falls within the vacation period of any employee, he shall be granted an additional day off with full pay or a day's pay in lieu thereof.

i. Vacation compensation shall be paid at the beginning of the vacation period.

• Section 5—LEAVE OF ABSENCE

a. **Emergency Leave.** Any employee may take an emergency leave of absence not to exceed two (2) weeks in the event of certified serious illness or injury of the employee or serious illness, injury or death in the employee's immediate family without prior notice; provided that the employee makes every reasonable effort to notify the Employer within twenty-four hours of the commencement of said leave.

b. **For Pension Administration Purposes.** Authorized Leave. To comply with provisions of the Pension Agreement, the Employer may grant leave of absence not to exceed one year. Such leave shall be reported on the pension report turned in by the Employer for the last month the employee worked. There will be no extension of leave without approval of the Pension Board of Trustees.

For pension administration purposes, the Employer shall, when an employee leaves his employ, note on the pension report forms one of the following reasons therefor:

- (1.) Terminated
- (2.) Approved leave of absence
- (3.) Disability absence
- (4.) Military Duty
- (5.) War time relocation law or regulation
- (6.) Pregnancy
- (7.) Employment in the Seattle-King County drug store industry as an employer, or in a position not covered by the Collective Bargaining Agreement.
- (8.) Service as an elected Union official
- (9.) Death

• **Section 6—HEALTH & WELFARE**

It is agreed that a medical, hospital and insurance program shall be provided for all employees covered by this agreement as follows:

a. The coverage provided is contracted for by the Seattle-King County Retail Drug Employees Trust Fund and shall consist of:

(1.) The King County Medical Service Corporation specially negotiated plan, known as the Pharmacists and Retail Drug Store Employees' Health Care Plan. Said contract shall be considered an appendix to this agreement and by this reference is made a part thereof.

(The King County Medical Service Corporation specially negotiated plan, as presented in the Seattle-King County Retail Drug Employees Trust Fund Health Care & Insurance Plan pamphlet.)

(2.) An insurance program consisting of

- (a) Life insurance.
- (b) Accidental death and dismemberment coverage.
- (c) Time loss coverage.

For details see the Seattle-King County Retail Drug Employees Trust Fund Health Care and Insurance Plan pamphlet.

All benefits under this program shall be received directly from the King County Medical Service Corporation or insurance carrier and neither the Union nor the Employer shall be liable for the payment of the benefits therein provided.

b. **Payments Required.** Continuing through the life of this Agreement, the Employer agrees to pay into the Seattle & King County Pharmacists and Retail Drug Employees Trust Fund an amount designated by the Trustees of said Fund for each hour any employee within the bargaining unit is compensated for, including holiday and vacation hours. Said payments shall be made by the tenth day of each following month and failure to make such payments in the time and manner described shall constitute a breach of this labor agreement.

c. The Trust will provide coverage for each employee who works 80 hours or more each month; coverage earned

in any month shall begin on the first of the second month following (i.e. employee working 80 hours or more in September is eligible for benefits for the month of November).

d. Under the plan, coverage for dependents is available from King County Medical Service Corporation at a monthly cost to the employees of \$4.10 for the employee's spouse and all dependent children from children thirty days of age through eighteen years, and \$5.90 for each dependent child nineteen years of age or over. The employer agrees to pay the premium to the Trust Fund as a part of the regular Health & Welfare payment (must be all on the employer's check) if the employee desires such coverage and reimburses the employer for said payment. Should an employee regularly covered fail to work 80 hours or more in any month for any reason other than paid vacation, such employee shall have the option of paying the premium for the following unqualified month from his or her own funds through the Union Office.

e. Damages for non-payment. Insofar as payments by the individual employer into this Fund are concerned, time is of the essence. The parties recognize and acknowledge that the regular and prompt payment of amounts due by individual employers to this Fund is essential to the operation of the Trust and the provision of benefits under the Health & Welfare Plan, and that it would be extremely difficult, if not impracticable, to fix the actual expense and damage to this Fund and to the covered employee which will result from the failure of an individual employer to make such monthly payments in full within the time provided. Therefore, it is agreed that the amount of damage resulting from such failure to make contributions hereunder before the twenty-fifth (25th) day of the month in which they are due shall be, by way of liquidated damages and not as a penalty, the sum of ten dollars (\$10.00) for each such failure to pay in full within the time provided or ten per cent (10%) of the amount due and unpaid, which ever is the greater, which amount shall become due and payable to this Fund at the principal office of this Fund upon the day following the twenty-fifth (25th) day of the month in which such delinquency occurred, and shall be added to and become a part of said amount due and unpaid and the whole thereof shall bear interest at the rate of seven per cent

(7%) per annum until paid. If any individual employer defaults in whole or in part in the payment of any payments due this Fund, in addition to the amount due and the liquidated damages provided for in this section, there shall be added to the obligation of the defaulter all reasonable expenses incurred by this Fund in the collection of the same, including but not limited to reasonable attorney and accountant fees, costs of attachment bond and court costs.

It shall be the duty of the trustees of the Fund to enforce collection of payments due the Fund from individual employers and in the event of legal action, the venue shall be laid in King County, Washington.

In addition to the foregoing, it shall not be a violation of this collective bargaining agreement, for the Union to take economic, or other appropriate action, against a delinquent individual employer.

• **Section 7—RETIREMENT**

a. **Payments Required.** Continuing through the life of this Agreement, the Employer agrees to pay into the Seattle & King County Pharmacists and Retail Drug Store Employees Retirement Trust Fund the sum of nine cents (9c) for each hour any employee within the bargaining unit is compensated for, including holiday and vacation hours. Said payments shall be made by the tenth day of each following month and failure to make such payments in the time and manner described shall constitute a breach of this labor agreement.

b. **Administration.** The Retirement Fund is administered by a Board of Trustees, three of whom are selected by the Seattle-King County Pharmaceutical Society and the Seattle Retail Drug Distributors Association representing the Employer and three selected by the Union. The Retirement Plan and Declaration of Trust of this Retirement Fund is known as Appendix A of this Agreement.

c. All provisions of the Trust Fund are approved by the Internal Revenue Bureau. The Trust Fund is administered in a manner prescribed by the Trustees.

d. The Employer agrees to furnish such data as may be required by the Trustees in administering and carrying out the provisions of the plan.

e. **Damages For Non-payment.** Insofar as payments by the individual employer into this Fund are concerned, time is of the essence. The parties recognize and acknowledge that the regular and prompt payment of amounts due by individual employers to this Fund is essential to the operation of the Trust and the provision of benefits under the Pension Plan and that it would be extremely difficult, if not impracticable, to fix the actual expense and damage to this Fund and to the covered employee which will result from the failure of an individual employer to make such monthly payments in full within the time provided. Therefore, it is agreed that the amount of damage resulting from such failures to make contributions hereunder before the twenty-fifth (25th) day of the month in which they are due shall be, by way of liquidated damages and not as a penalty, the sum of ten dollars (\$10.00) for each such failure to pay in full within the time provided or ten per cent (10%) of the amount due and unpaid whichever is the greater, which amount shall become due and payable to this Fund at the principal office of this Fund upon the day following the twenty-fifth (25th) day of the month in which such delinquency occurred, and shall be added to and become a part of said amount due and unpaid and the whole thereof shall bear interest at the rate of seven per cent (7%) per annum until paid. If any individual employer defaults in whole or in part in the payment of any payments due this Fund, in addition to the amount due and the liquidated damages provided for in this section, there shall be added to the obligation of the defaulter all reasonable expenses incurred by this Fund in the collection of the same, including but not limited to reasonable attorney and accountant fees, costs of attachment bond and court costs.

It shall be the duty of the Trustees of the Fund to enforce collection of payments due the Fund from individual employers and in the event of legal action, the venue shall be laid in King County, Washington.

In addition to the foregoing, it shall not be a violation of this collective bargaining agreement for the Union to take economic, or other appropriate action, against a delinquent individual employer.

• **Section 8—JURY DUTY PAY**

After the first year of employment, employees who are regularly employed 80 hours or more per month 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 ($\frac{1}{2}$) 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 9—GENERAL CONDITIONS AND DEFINITIONS**

a. Any employee working on a regular schedule 37 $\frac{1}{2}$ hours or more per week shall be paid at the regular straight hourly rate of his or her classification. Part-time penalty of 10 cents per hour to apply up to and including the 37th hour.

b. The Pharmacist shall have full authority as to determining what is ethical and legal in regard to all prescription and restricted drug merchandise. At no time shall the Pharmacist be required to perform an illegal act.

c. There shall be a Head Pharmacist in every prescription department. The Registered Pharmacist store owner may be considered the Head Pharmacist if he is active in operating the store, provided, however, that in no event shall a registered store owner be considered the Head Pharmacist in more than one store. There shall be a Head Pharmacist or Head Salesperson in each store or department of a store in which four (4) or more regular full time pharmacists and/or salespersons (exclusive of store helpers) are employed under the jurisdiction of this Union. The manager of such stores shall not be required to be a member of the Union, provided, however, no pharmacist-manager scheduled to work a regular scheduled shift shall be paid less than the Head Pharmacist rate for the hours scheduled as a pharmacist.

Stores employing ten or more full-time employees under the jurisdiction of this Union (exclusive of store helpers or utility clerks) shall be entitled to an assistant manager who will be excluded from the unit.

d. For Head Salespersons the Employer may negotiate with the Union for payment on a monthly basis, but this does not give the Employer the right to institute a monthly rate for any employee without first arriving at a contract with the Union.

e. A Photo Equipment Salesperson shall be a salesperson selling cameras, kodaks, lenses, photographic attachments and equipment and who is familiar with the various kinds of photographic equipment.

f. In the event it is necessary, in order to comply with the state law, for a pharmacist to be present and on call in the store when no relief is available during his lunch period, he or she shall be paid for such time and allowed to eat in the store on the employer's time.

g. A graduate pharmacist shall be paid on his applicable pharmacist's rate whether working on the prescription case or in any other department of the store.

h. Whenever any employee is required to work in more than one store during the same day, the time and expense of travel between such stores shall be fully compensated for.

i. No employee shall be required or expected to take time off in lieu of overtime pay.

j. The Employer agrees to furnish each employee with a weekly wage statement, showing period covered, name of employee, hours worked, overtime (if any), total amount of wages paid, and to list deductions made.

k. Utility Clerks. Primarily foot messenger and house-keeping employees who shall not be assigned to general clerking duties.

l. No employee shall receive less than four (4) continuous hours' employment or equivalent compensation in any day ordered to report for work, compensation to begin at the time of reporting for duty.

m. It is understood that all claims for overtime or back pay must be made within ninety (90) days of the pay day such shortage appears, except that where there is evidence of continuous failure to pay the wages called for in this agreement, the time limit shall be extended to one year.

n. Employees shall not be required to attend promotional, sales or other store meetings on their own time.

o. Injury on the Job. When an employee is physically injured on the job, there shall be no deduction from the employee's pay for the day in which the employee was injured and reported for medical care; provided, however, that if after medical care the doctor releases the employee to return to work, the employee will be required to return and complete his scheduled shift. When such employee returns to work following the injury, and is certified as ready and able to perform all regular duties, but requires medical treatment as a result of the same injury, the Employer shall adjust the work schedules without penalty to the Employer to provide both the time for medical care and the number of hours of work for which the employee is regularly scheduled.

p. Bonus Payments. All bonuses, discounts and commissions paid or given to the employees shall not be considered as wages, but are to be considered for the purpose of this Agreement as extra compensation over and above the minimum wage provided for in this Agreement. All bonuses, discounts, and commissions are at the option of the Employer and may be changed or discontinued at any time without notice. Bonuses, discounts and commissions shall not be used to defeat the wage provision of this Agreement.

q. New Contract. When a first contract is signed, the period of employment for vacation shall be measured from the last date of hire with the Employer.

r. Conditions of work for new Employees. During the period an employee is not a member of the Union, the regular wages for the classification of said employee and all other provisions of this Agreement shall apply.

s. Experience for Non Pharmacists. Where an employee is hired in a department where comparable past experience is applicable, the past experience shall apply. Past experience for employees who were formerly journeymen shall be applied as follows:

Those employees who have not worked for the past:

0-2 years shall be considered journeymen.

2-4 years shall be considered 9 month apprentices.

4-6 years shall be considered 6 month apprentices.

6 years or over shall be considered new employee apprentices.

t. Experience for Pharmacist. Any experience recognized by or acceptable to the Washington State Board of Pharmacy must be considered, provided, however, anything to the contrary herein notwithstanding, a Pharmacist shall not be required to receive the wage scale for journeyman until he has had a minimum of twelve (12) months experience after graduation, and provided further, it shall be the duty of the Employer to require suitable evidence of qualifications to practice Pharmacy in Washington before they permit anyone to be in charge of the Prescription Department or to compound or dispense drugs on their premises. All Pharmacists employed as Registered Pharmacists must be registered in this State. Applicants for reciprocity or examination from other states must complete all Washington State Board of Pharmacy requirements before being employed.

u. Store Helper—High School Students. They shall not be assigned to more than 24 hours a week and may remain in this classification for the first three months following graduation from high school. After 1248 hours, the store helper shall be classified as an apprentice general sales clerk but as long as he/she remains a high school student, the 10c premium for short hours shall not apply.

v. For all employees, schedules shall be so arranged that any day in excess of five (5) hours must have a scheduled meal period preferably in the middle of the shift.

w. It is agreed that the Employer will pay charges incident to the hiring of employees which are incurred due to the requirements of the Employer, such as medical examinations, bonding and if such services are requested by the Employer, employment agency fees.

x. Regular Rate of Pay. Regular rate of pay shall normally be the rates stated in this contract, provided however, for any employees receiving in excess of the minimum herein provided, the regular rate of pay shall be the actual hourly rate of pay excluding bonuses and commissions.

y. No full-time employee shall be replaced by an apprentice at a lower scale of wages in the same classification. This provision shall not apply when an employee quits of his own accord or is discharged for proven inefficiency.

• **Section 10—WAGES AND JOB CLASSIFICATIONS**

a. Salaried and Bi-monthly Personnel. Per the Employers request the Union agrees to handle these questions by addendum to the contract between the Union and the companies involved as in the past.

b. Employees Work Record. The Employer shall be responsible for payment for all hours worked and an employee shall only work those hours authorized by the Employer. It is agreed that an accurate method shall be used for the recording of time of all employees by which the actual hours worked will be recorded.

Special Night Scale:

The scale for night stocking when the store is closed shall be that of a journeyman stock clerk or higher classification plus a 25c per hour premium. For work after 10:00 P.M. if the store is open, there shall be a premium rate of \$1.00 per hour for Pharmacist and 50c per hour for non-registered employees. This replaces time and one-half (1½) after 10:00 P.M.

DEFINITIONS OF JOB CLASSIFICATIONS

A Head Salesperson—a non-supervisory employee who is assigned authority by the Employer to direct and regulate the work of other employees in not more than one store. The Head Salesperson may also be required to attend to and be responsible for the collection of cash and receipts and/or the ordering of commodities to be offered for sale in the store.

Head Receiving and Shipping Clerk—A non-supervisory employee who is assigned responsibility by the Employer to be accountable for merchandise received or shipped and he/she may be assigned authority by the Employer to direct and regulate the work of the stock clerks in the receiving and shipping department. 90% of his work shall be connected with the stockroom.

Department Head—Non-supervisory employee who is in charge of a major merchandising department, normally having two or more other employees in the department.

A Photo Equipment Salesperson—Shall be a salesperson selling cameras, kodaks, lenses, photographic attachments and equipment and who is familiar with the various kinds of photographic equipment.

FULL TIME WAGE SCALE FOR ALL EMPLOYEES (For Part-Time, Add 10c Per Hour)

	10/25/64		10/1/65		10/1/66		10/1/67	
	Hour	Week	Hour	Week	Hour	Week	Hour	Week
HEAD PHARMACIST	\$4.50	\$180.00	\$4.675	\$187.00	\$4.85	\$194.00 ✓	\$5.025	\$201.00
REGISTERED PHARMACIST								
Journeyman	4.3125	172.50	4.4875	179.50	4,6625	186.50 ✓	4.8375	193.50
0-6 months	4.0625	162.50	4.2375	169.50	4.4125	176.50 ✓	4.5875	183.50
GRADUATE PHARMACIST								
Over 12 months	3.875	155.00	3.875	155.00	3.875	155.00	3.875	155.00
8-12 months	3.50	140.00	3.50	140.00	3.50	140.00	3.50	140.00
4.8 months	3.25	130.00	3.25	130.00	3.25	130.00	3.25	130.00
0-4 months	2.625	105.00	2.625	105.00	2.625	105.00	2.625	105.00
DISPLAYMAN	2.80	112.00	2.92	116.80	3.04	121.60	3.16	126.40
HEAD SALES PERSON	2.80	112.00	2.92	116.80	3.04	121.60 ✓	3.16	126.40
HEAD REC. & SHIP. CLERK	2.80	112.00	2.92	116.80	3.04	121.60 ✓	3.16	126.40
DEPARTMENT HEAD	2.5.125	100.50	2.6025	104.10	2.6925	107.70	2.7825	111.30
PHOTO EQUIP. SALESPERSON	2.525	101.00	2.6025	104.10	2.6925	107.70	2.7825	111.30

STOCK CLERK, SENIOR CLERK AND STUDENT INTERNS

Journeyman	2.475	99.00	2.535	101.40	2.595	103.80	2.655	106.20
9-12 months	2.375	95.00	2.435	97.40	2.495	99.80	2.555	102.20
6-9 months	2.275	91.00	2.335	93.40	2.385	95.40	2.435	97.40
3-6 months	2.15	86.00	2.20	88.00	2.20	88.00	2.20	88.00
0-3 months	2.00	80.00	2.00	80.00	2.00	80.00	2.00	80.00

GENERAL SALES CLERK AND CLERK TYPIST

Journeyman	2.20	88.00	2.26	90.40	2.32	92.80	2.38	95.20
9-12 months	2.10	84.00	2.16	86.40	2.22	88.80	2.28	91.20
6-9 months	2.00	80.00	2.06	82.40	2.11	84.40	2.16	86.40
3-6 months	1.875	75.00	1.925	77.00	1.925	77.00	1.925	77.00
0-3 months	1.725	69.00	1.725	69.00	1.725	69.00	1.725	69.00

UTILITY CLERK 2.1625 86.50 2.2225 88.90 2.2825 91.30 ✓ 2.3425 93.70

DEMONSTRATOR 2.325 93.00 2.385 95.40 2.445 97.80 2.505 100.20

STORE HELPER

1st 624 hours	1.525	1.525	1.525	1.525
2nd 624 hours	1.625	1.625	1.625	1.625

Senior Clerk—A clerk that may work in any or all departments of the store and designated by management as being in training for a more responsible position.

Stock Clerk—Main duty is receiving and preparing merchandise for sale. This includes checking invoices, pricing, keeping records, moving merchandise to point of sale, stocking shelves, etc.

Apprentice Clerks

will receive an increase in pay after each three month full time period or if part time after each 520 hours as follows:

Journeyman.....	1 year (Over 2,080 hours)
9-12 months.....	1,561 hours to 2,080 hours
6-9 months.....	1,041 hours to 1,560 hours
3-6 months.....	521 hours to 1,040 hours
0-3 months.....	0 hours to 520 hours

General Sales Clerk—Main duties consist of general clerking such as operating the checkstand, selling, housekeeping, ordering, stocking, etc.

Utility Clerks—Primarily foot messenger and housekeeping employees who shall not be assigned to general clerking duties.

Store Helper—High school students. They shall not be assigned to more than 24 hours a week and may remain in this classification for the first three months following graduation from high school. After 1248 hours, the store helpers shall be classified as apprentice general sales clerk but as long as he/she remains a high school student the 10c premium for short hours shall not apply.

Demonstrator—One who sells and demonstrates a definite product exclusively.

• Section 11—UNIFORMS

Whenever the Employer requires the wearing of uniforms or head covering the same shall be paid for, laundered and cleaned by the Employer, and it shall be required by both parties hereto that all apparel shall bear the Union Label of the American Federation of Labor unless the same is not available.

• **Section 12—NEW CLASSIFICATIONS**

As new major lines of merchandise (i.e. but not limited to groceries, appliances, furniture, etc.) are introduced into the Employer's store, the Union and the Employer shall at that time enter into negotiation to determine wages, hours and conditions for employees assigned to sell such merchandise. Provided agreement is not reached in ten (10) days, either side may request that it be settled by arbitration as provided for in this Agreement.

• **Section 13—RESPONSIBILITIES TO THE PUBLIC AND THE PHARMACY PROFESSION**

a. The pharmacist must at all times conduct his profession in conformity with Federal, State and Municipal laws and regulations; and must dispense only drugs, chemicals and pharmaceutical preparations of the best quality.

b. The pharmacist must exercise his professional responsibility relative to the sale of exempt narcotic preparations in order to prevent harm to consumers thereof.

• **Section 14—LIABILITY INSURANCE**

The Employer will carry an insurance policy in the amount of \$25,000 for each person in each accident, and in the aggregate \$75,000 per twelve (12) month period, in order to protect the pharmacist, while working on the job against any civil losses for incorrect compounding of prescriptions. The Employer shall make available to the Union evidence of such coverage.

• **Section 15—CODE OF ETHICS**

It shall not be a violation of this Agreement for the Union, or any of its members, to take economic action in the event of a continued violation of the respective codes of ethics adopted by the Union and each of the Associations each for itself and not for the others, as determined by the procedure established in each respective code of ethics, or any other violation of this contract, provided, however, that the Union shall be required to follow the provisions of Section 18 when applicable.

• **Section 16—MILITARY SERVICE**

In the event any employee covered by this contract shall be called or conscripted for the United States Military Serv-

ice in any capacity, 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. In the event the reemployment of any veteran necessitates the reduction of the working force, such reduction may be made by the Employer without penalty. Also, any further veteran legislation enacted by Congress shall be considered binding by both parties.

• **Section 17—GUARANTEE**

It is further expressly understood that no employee receiving more than the minimum compensation or enjoying more favorable working conditions than provided for in this Agreement shall suffer by reason of its signing or adoption.

• **Section 18—ARBITRATION**

a. It is also agreed that should any controversies arise between the parties to this Agreement as to its interpretation or application or as to any matters related to wages, hours and working conditions not provided for in this Agreement, the same shall be referred to a committee of two (2) representatives to be immediately named by the Employer Association involved and two (2) to be named by the Union. Should these four be unable to agree within a period of seven (7) days, they shall immediately select a disinterested fifth party to serve with them as a Board of Arbitration, said Board within seven (7) days to render a decision that shall be final and binding. During such proceedings there shall be no cessation of work.

b. In the event the committee cannot agree upon the selection of an arbitrator within fifteen (15) days from the date of referral of the controversy to the committee, the arbitrator shall be selected in the following manner: the Federal Mediation and Conciliation Service shall be jointly requested by the parties to name a panel of seven (7) arbitrators. The parties shall then choose the arbitrator by the Employer and the Union, in that order, alternately striking

a name from the list until one name remains as the arbitrator chosen by the parties and empowered to arbitrate the dispute.

c. The arbitrator shall be authorized to rule and issue a decision and award in writing on any issue presented for arbitration, including the question of the arbitrability of such issue. His decision and award shall be final and binding upon both parties to this Agreement. The fees of the arbitrator shall be borne one-half ($\frac{1}{2}$) by the Union and one-half ($\frac{1}{2}$) by the Employer party to the arbitration.

d. The Employer and the Union agree to make available to the other such pertinent data as each may deem necessary for the examination of all circumstances surrounding a grievance. The arbitrator shall be empowered to effect compliance with this provision by requiring the production of documents and other evidence.

In the event either party fails to deliver to the other a signed agreement in writing to submit any question to arbitration within 96 hours after receipt of a request from the other to submit such question to arbitration, such party shall, notwithstanding any other provisions of this Agreement, have the right to strike, take economic or other appropriate action. By exercising its rights under this Section, neither party shall be deemed to have waived its right to proceed in the courts to compel the other to submit to arbitration.

• **Section 19—PICKET LINES**

It is further understood and agreed that official refusal by Local No. 330 to go through a bona fide picket line shall not constitute a violation of this Agreement nor shall such refusal by an employee be cause for discharge or disciplinary action of any kind.

• **Section 20—STORE CARD**

The Union agrees, in consideration of the signing of this Agreement by the Employer and for the period of the good and faithful performance of its provisions and covenants by the Employer, to lease to each store represented by the Employer, a Union Store Card, the property of and issued by the Retail Clerks International Association.

• **Section 21—SEPARABILITY CLAUSE**

The provisions of this Agreement are deemed to be separable to the extent that if and when a court of last resort adjudges any provisions of this Agreement in its application between the Union and the undersigned Employer to be in conflict with any law, such decision shall not effect the validity of the remaining provisions of this Agreement, but such remaining provisions shall continue in full force and effect, provided further, that in the event any provision or provisions are so declared to be in conflict with a law, both parties shall meet immediately for the purpose of renegotiation and agreement on the provision or provisions so invalidated.

• **Section 22—PARTNERSHIP DISSOLUTION, SALE OR TRANSFER**

a. Partnership Dissolution. In cases of dissolution of a partnership, the remaining partner shall be expressly obligated to carry out the terms of this Agreement, regardless of whether or not he was signatory to the original Agreement.

b. Seniority in Event of Sale or Merger. When an employer covered by this Agreement sells his business to another employer covered by this Agreement, or merges his business with such employer, or where a new owner has executed this Agreement, the employees involved shall continue to be afforded the conditions in this Agreement and their original date of employment shall continue to be recognized in determining benefits in the Agreement.

c. Sale or Transfer of Store. Upon the sale or transfer of a store the former owner shall be responsible for any and all monetary benefits that employees have accrued under this Agreement to the date of sale or transfer. Within twenty (20) days after any such sale or transfer, the former owner shall notify the Union, in writing, of such sale or transfer, including the name and address of the new owner or transferee.

• **Section 23—EXPIRATION & RENEWAL**

Except as provided below, this Agreement shall be in full force and effect as of the 25th day of October, 1964 until

the 30th day of September, 1968, and shall be automatically renewed each year thereafter upon each anniversary of said date, unless written notice to the contrary be given to either party by the other on or before sixty (60) days prior to the expiration date: provided, however, that any agreement which may be reached by the parties hereto on the termination of this Agreement if terminated September 30, 1968, shall become effective October 1, 1968.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

FOR THE EMPLOYER:

SEATTLE-KING COUNTY
PHARMACEUTICAL SOCIETY
By R. E. Duckering

SEATTLE RETAIL DRUG
ASSOCIATION
By Richard T. Olson

FOR THE UNION:

PHARMACISTS & RETAIL DRUG STORE
EMPLOYEES UNION, Local 330, R.C.I.A.
By Stanley C. Peters, Sec.-Treas.

**PHARMACISTS & RETAIL DRUG STORE EMPLOYEES UNION,
LOCAL No. 330**

Stanley C. Peters, Secretary-Treasurer

Office hours: Monday through Friday, 8:30 to 5:00

2819 1st Ave., Seattle, Washington 98121

MAin 4-3630

SEATTLE-KING COUNTY PHARMACEUTICAL SOCIETY

R. E. Duckering, Secretary

White-Henry-Stuart Building, Seattle

MAin 4-4818

SEATTLE RETAIL DRUG ASSOCIATION

Richard T. Olson, Secretary

1212 Olympic National Life Bldg., Seattle, Washington 98104

MAin 3-3088

WELFARE AND PENSION SERVICE, W.S.L.C.

60 Broad Street, Seattle, Washington 98121

MAin 4-5154



6178-0016023 F013-02

JUL 14 1965 *Un*

U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

WASHINGTON, D.C. 20210

June 29, 1965

Mr. Stanley C. Peters, Secretary-Treasurer
Retail Clerks International Association
Local #330
552 Denny Way
Seattle, Washington

Dear Mr. Peters:

We have in our file of collective bargaining agreements a copy of your agreement(s) covering the Seattle-King County Pharmaceutical Society, Intrastate - Washington. The agreement we have on file expired September 1964.

Would you please send us a copy of your current agreement—with any supplements and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

In addition, please provide the information requested below. You may return this form and your agreement in the enclosed envelope which requires no postage.

I should like to remind you that our agreement file is open to your use, except for material submitted with a restriction on public inspection.

Very truly yours,

Ewan Clague

Ewan Clague
Commissioner of Labor Statistics

If more than one agreement is enclosed, please provide information separately for each agreement on the back of this form.

1. NUMBER OF EMPLOYEES NORMALLY COVERED BY AGREEMENT 1700 (approx)
 2. Number and location of establishments covered by agreement 216 operators
266 stores King County and South Snohomish County
 3. Product, service, or type of business Sales Retail Drug, Sundries Wash.
Prescriptions and Dept Store Minded.
 4. If previous agreement has been extended without change, indicate new expiration date new contract enclosed
- Stanley C. Peters (Your name) Sec. Treas. (Position)
2819 1st Ave (Street) Seattle, Wash. 98131 (City and State)

U.S. DEPARTMENT OF LABOR

Identification of employer or employer group	Name of union	Number of employees normally covered by agreement
Employer: <i>Seattle King County Pharmaceutical Society</i>	<i>R.C.I.A. #330</i>	<i>about 650</i>
Product: <i>Independent Retail Drug Employ Assoc</i>		
Employer: <i>Seattle Retail Drug Assoc</i>	<i>R.C.I.A. #330</i>	<i>about 1050</i>
Product: <i>Chain Drug Store Operators Assoc</i>		
Employer:		
Product:		
Employer:		
Product:		
Employer:		
Product:		
Employer:		
Product:		
Employer:		
Product:		
Employer:		
Product:		
Employer:		
Product:		