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RETAIL DRUG AGREEMENT

JULY 1, 1969–JUNE 30, 1973

between

RETAIL DRUG STORE OPERATORS

and

RETAIL CLERKS UNION, LOCAL 770

P.O. Box 770

Los Angeles, California 90028

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324 - Long Beach X
899 Santa Barbara
905 San Pedro
1222 San Diego
1442 Santa Monica
1167 - Colton - Riverside
1428 - Pomona X
per. Intl Union
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(ewle)

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*Asterisk indicates article titles

RETAIL DRUG AGREEMENT

JULY 1, 1969—JUNE 30, 1973

This Agreement is entered into and effective as of this.....day of.....

19....., between .....

.....

.....

(Here insert whether corporation, partnership or individual)

hereinafter referred to as "Employer," and Retail Clerks Union, Local 770, chartered by Retail Clerks International Association, AFL-CIO, hereinafter referred to as "Union" and the parties agree as follows:

ARTICLE I
RECOGNITION OF THE UNION

A. BARGAINING UNIT.

1. The Employer recognizes the Union as the sole collective bargaining agent with respect to work, rates of pay, hours, and terms and conditions of employment for the appropriate bargaining unit composed of all employees, including employees of lessees, licensees and concessionaires (sometimes herein referred to as "leased department"), except as limited below, who perform work within drug stores, food markets, discount stores, and shoe stores presently operated and hereafter established, owned or operated by the Employer within the *present* territorial jurisdiction of the Local Union. Drug stores are defined as those types of establishments covered by collective bargaining agreements identified as Retail Drug Agreement, *July 1, 1964–June 30, 1969.**

2. The Union agrees that it will not make claim to any employees of present concessionaires or sublesses who work in the present or future store or stores of the Employer, unless the Union can show its majority representation of such employees within an appropriate bargaining unit. In that event, the Union may take economic action without violating this Agreement.

3. In the event the signatory Employer should operate discount stores, food stores, or shoe stores within the territorial jurisdiction of the Local Union, the appropriate terms and conditions of employment, as in existence with the other employers operating alike retail establishments, shall be immediately applied by the signatory Employer.

B. WORK PERFORMED.

1. All work performed on the premises in the nature of work generally performed by employees of the bargaining unit shall not be assigned to any person not in the bargaining unit or contracted for with any other union.

2. Any future work of the nature generally performed by retail clerks created by the Employer within the drug stores shall be performed by members of the bargaining unit as herein set forth.

C. EXCEPTIONS TO PARAGRAPHS A AND B, ABOVE.

The following individuals shall be excluded from the coverage of this Agreement:

1. Managers and assistant managers may be excluded from the collective bargaining unit only as set forth below:

a. Stores where a manager is required because of the absence of the Employer, and where the store regularly employs six (6) or more full-time or part-time employees whose combined working hours exceed 240 hours per week, shall have in addition to the store manager another exclusion which shall be the first assistant manager (total of two [2] exclusions), and said managers shall not be included in the collective bargaining unit. The figure of 240 hours does not include hours worked by the exclusion or exclusions.

b. Stores where a manager is required because of the absence of the Employer, and where the store regularly employs less than six (6) full-time or part-time employees whose combined working hours total less than 240 hours per week, shall have only one (1) exclusion from the collective bargaining unit.

c. A department located within a multi-department retail establishment shall not be entitled to any exclusion unless it is a concession, in which case there shall be only one over-all manager excluded, regardless of the number of such departments involved.

d. In said concession, leased or sub-leased departments, where the Employer is actively engaged in the performance of clerk's or pharmacist's work for more than 50% of his time in any one single location, he shall be considered the store manager for the purpose of exclusion from the collective bargaining unit. No other exclusions shall be allowed in other departments operated by the concessionaire within the same establishment where the excluded manager, as hereinabove identified, has supervision.

e. Managers and assistant managers excluded as set forth in this Article, shall be permitted to perform any work within the store or department without restriction.

2. Displaymen or salesmen who deliver and service merchandise to the same extent as was the practice on June 1, 1955, or who build promotional displays as long as such displays do not include merchandise for pick-up by customers. Upon thirty (30) days' notice, the Union has a right to reopen this Paragraph 2 for negotiation. If the parties cannot agree, the issue shall be subject to arbitration.

3. Culinary workers.

4. Demonstrators who do not make sales or display merchandise for pick-up by customers.

5. Inventory employees whose function is strictly limited to taking inventories.

**The language which is printed in this italic type represents the changes and additions (but not deletions) from the prior Retail Drug Agreement (1964–1969).*

6. Office employees who are limited to office-clerical work and whose combination of duties does not include any of the clerks' work.

7. Future concessionaires or sub-lessees or their employees whose duties do not include work generally performed by members of the bargaining unit.

8. Should any of the classifications hereinabove excluded in Paragraphs 2, 4, 5, 6, and 7, designate by a majority thereof the undersigned Union as their bargaining agent, the Employer agrees to recognize and bargain for said employees in accordance with the law.

D. DEFINITIONS.

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

1. A pharmacist is a professional employee to whom a license to practice pharmacy in the State of California has been issued by the California State Board of Pharmacy.

2. A graduate pharmacist is a professional employee as described in Paragraph 1, above, during his first year of employment as a licentiate in pharmacy.

3. An intern pharmacist is a non-licensed employee permitted to practice pharmacy under the direct supervision of a licensed pharmacist.

4. A retail clerk includes all other employees covered by this Agreement.

5. A full-time employee (pharmacist or retail clerk) is one employed *and/or scheduled* to work forty (40) hours per week.

6. A part-time employee (pharmacist or retail clerk) is one employed *and/or scheduled* to work less than forty (40) hours per week.

7. Hereinafter "employees" or "all employees" shall mean employees covered by this Agreement.

8. An apprentice is an individual who has had less than one (1) year *(2080 straight-time hours)* of experience as defined in Article VI-A-3.

E. CLARIFICATION.

The word "present" as used in this Article means June 2, 1956, in each instance.

ARTICLE II
EMPLOYMENT OF UNION MEMBERS

A. UNION SHOP.

All employees shall, as a condition of employment, become members of the Union not later than the thirty-first (31st) day of their employment or the 31st day following the date of signature or the effective date of this Agreement, whichever is later, and shall remain members in good standing as a condition of continued employment.

B. NOTICE OF NEW EMPLOYEES.

The Employer shall mail notice to the Union of all new *employees* within *ten (10)* days of the date of employment and said notice shall contain the name of such *new* employee, the Social Security number *of the new employee*, the position for which employed, the store number *and location*, the date of *commencement of work*, and the rate of pay at which the person is employed. *Willful or deliberate failure to comply with this notice shall entitle the new employee to receive the journeyman rate of pay for all days worked after the 10th day and until such notice is received by the Union.*

C. CONDITIONS OF WORK FOR NEW EMPLOYEES.

During the period an employee is not a member of the Union, the regular wages, *as herein specified* for the classification of said employee and all other provisions of this Agreement shall apply.

D. PROBATIONARY PERIOD.

The first thirty (30) calendar days of employment shall be considered a trial period, during which time an employee may be terminated for any reason and he shall have no recourse to the grievance procedure set forth in this Agreement concerning such termination, provided, however, that such thirty (30) day period may be extended for an additional fourteen (14) days for an individual employee at the option of the Employer so long as prior notification in writing is given to the Union of such extension.

Insofar as part-time employees are concerned, the probationary period shall be 174 hours of work, but in no event to exceed sixty (60) calendar days.

E. SEVEN-DAY NOTICE.

The Employer shall, within seven (7) days after written notice from the Union, terminate the employment of any person who has failed to acquire or maintain Union membership as required by this Agreement, if such termination is not in violation of existing law.

F. HIRING OF NEW EMPLOYEES.

1. When new or additional employees are needed, exclusive of pharmacists, the Employer shall immediately notify the *Union* of said need. The Employer reserves the right to select the particular applicant to be hired, but there shall be no discrimination against any applicant by reason of membership or non-membership in the Union. Any qualified person having experience of at least one (1) year in the drug industry within Southern California shall be given bona fide opportunity for employment to fill any such position at the time he presents himself and shall not be rejected for employment without good cause.

2. If the *Union* cannot supply a qualified person within seventy-two (72) hours, excluding Saturday or Sunday, the Employer may hire an employee to fill the job at the appropriate contract rate based on prior experience of said employee.

G. HIRING OF APPRENTICES.

The Employer shall not employ apprentices, unless the supply of all available, qualified, unemployed, experienced clerks has been exhausted or when the *Union* cannot supply such an employee upon request. Until the supply of available qualified experienced clerks has been so exhausted, no new employee may be hired at less than the experienced rate.

H. SELECTION OF APPLICANTS.

1. Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall

not be based on, or in any way affected by, Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of union membership, policies, or requirements, or by race, color, creed, national origin, age or sex.

2. The Employer retains the right to reject any job applicant referred by the *Union.* Employers shall be governed in the selection of applicants by the qualification and ability of the applicant without reference to race, color, creed, national origin, age or sex, in relation to the requirements of the job to be filled.

I. CHANGE OF REFERRAL SYSTEM.

If and when the Union establishes appropriate procedures for the transfer of employment referral from the Union office to the Department of Employment which will accomplish said referral on a nondiscriminatory basis through procedures which can be expected to yield a maximum referral of qualified persons on an efficient basis, then such procedure shall be substituted for the Union office referral system set forth in this Agreement. The Union shall give thirty (30) days' notice to the Employer of said transfer of referral function with appropriate details of the procedures to be instituted.

ARTICLE III

DISCHARGE, LAYOFF, TRANSFER AND SENIORITY

A. DISCHARGE FOR CAUSE.

1. The Employer shall have the right to discharge any employee for good cause such as dishonesty, insubordination, incompetency, intoxication, unbecoming conduct or failure to perform work as required. Age, sex, creed or color shall not be grounds for the termination of an otherwise qualified employee.

2. Employees who are discharged for incompetency or failure to perform work as required shall first have had a prior warning in writing of such incompetency or of related or similar failure to perform work as required, with a copy sent to the Union. The employee so notified shall be required to sign such notice, but such signing shall in no way constitute agreement with the contents of such notice. A warning notice shall not be required in the case of a discharge for cash register irregularities but such alleged irregularities must constitute good cause for the purpose of sustaining said discharge. *Such alleged irregularities shall not constitute good cause for discharge when the company fails to follow the procedures set forth in Article XXI, Paragraphs B-1 and B-2, unless the alleged irregularities are not affected by failure to follow said procedures.*

3. Any employee who is discharged shall be informed at the time of discharge of the immediate cause of discharge. The cause shall be confirmed in writing promptly upon request of the discharged employee or the Union.

B. PROTEST PROCEDURE.

1. Upon the termination of an employee for any reason, the Employer shall within ninety-six (96) hours thereafter, *excluding Saturday, Sunday and holidays,* notify the Union in writing of such termination, stating the reason therefor.

2. A discharged or laid-off employee has ten (10) days from the date of discharge or lay-off, *excluding Saturday, Sunday and holidays,* within which to file written protest with the Union *(with notice* to the Employer). Said discharge shall then be subject to the Adjustment and Arbitration Procedure, Article XIV. If no protest is filed within said ten (10) day period, or within ten (10) days of the notice specified in Paragraph 1, above, all rights possessed by said employee or the Union to protest the discharge or lay-off are waived.

C. DISCHARGE FOR INCOMPETENCY OR LAYOFF.

It is understood that a discharge for incompetency or a lay-off shall occur only at the end of an employee's weekly schedule after the employee has completed the probationary period.

D. NOTICE OF INTENTION TO QUIT.

An employee who intends to quit his job shall, to the extent possible, give two weeks' notice of his intention to quit. An employee who gives any notice of his intention to quit his job shall not be terminated or otherwise discriminated against during the current work week and the work week following the date on which he gives such notice, but in no event can he insist upon working later than his designated quit date.

E. TRANSFER OF EMPLOYEES.

The Employer may transfer employees to meet the necessities of the business, as long as in so doing, he does not exceed the transportation time limits set forth below. Reasonable tolerance of these time limits shall be allowed for temporary transfers such as vacation relief and store openings. For good and sufficient reason, an employee may refuse a transfer from the jurisdictional area of one local union to another.

F. SENIORITY.

1. **Seniority Defined.** Seniority is the length of continuous employment of an employee with an individual Employer. Under the Seniority Rule, the last employee employed shall be the first laid off. Temporary absence from work in accordance with the provisions of this Agreement shall not break seniority. Seniority can only be broken by the following:

   a. Quit.
   b. Discharge.
   c. Lay-off for more than six (6) months.
   d. Failure to return in accordance with the terms of a leave of absence or when recalled after a lay-off.

2. **Full-Time, Part-Time and Pharmacist.**

   a. Full-time employees shall have seniority over part-time employees.
   b. The seniority of the pharmacists shall be listed separately from other employees.
   c. A full-time employee who is to be laid off or transferred due to a reduction of force shall have prior claim to any part-time job in his own store without breaking his full-time seniority.
   d. *A part-time employee shall have the right to claim either a full-time position when one becomes available within the Union's*

geographical jurisdiction, or a full-time position or a part-time position when one becomes available with more hours within his own store based upon seniority, provided such part-time employee has the qualifications and ability to perform the duties of the position claimed, consistent with the transportation limits set forth in Paragraph G-7 of this Article.

e. *A part-time employee shall have the right to claim within his own store all part-time hours when such hours become available up to eight (8) hours per day and forty (40) hours per week for which he is available, based on seniority over other part-time employees provided such part-time employee has the qualifications and ability to perform the duties of the position claimed.*

f. When an employee's employment is voluntarily reduced from full-time to part-time, his part-time seniority is dated from the original date of hiring. When a part-time employee is promoted to full-time, his full-time seniority dates from his latest assignment to full-time work.

3. **Store, District or Company.** Lay-offs in accordance with seniority are to be instituted within the geograhpical jurisdiction of the Union in the following order:

a. Store.

b. District (where the Employer has established districts and notified the Union thereof).

c. Company-wide within the Union's jurisdictional area.

4. **Seniority Lists.** In the event of lay-offs, the employee with the greatest seniority, company-wide, regardless of district or store seniority, shall have seniority preference over all other employees on his seniority list. The employee with the least seniority, company-wide, regardless of district or store seniority, shall have no seniority preference over any other employee on his list. Similarly company-wide seniority gives preference over district seniority, and district seniority gives preference over store seniority.

5. **Lay-Off, Transfer and Recall.** In the event of lay-off, transfer because of a lay-off, and recall, the seniority rights of the employees shall apply.

6. **Ability and Skill.** When seniority is invoked by an employee, his ability and skill in performing the work claimed shall be the determining factors in establishing such rights.

7. **Transportation Time.** When the transfer of an employee becomes necessary, due to slackening of business, the Employer shall not require said employee to travel one way more than one (1) hour by public transportation, or forty-five (45) minutes by other means of transportation, between his place of residence and the new location. In making transfers under Paragraph E of this Article and this paragraph, the Employer will make every effort to assign employees on a non-discriminatory basis, to the store which would cause the least hardship to the employee and require the least travel time. *Such transfer shall not be used for disciplinary purposes.*

8. **Inter-union Transfer.** If an employee is transferred from one Retail Clerk Union's area to another in Southern California, he shall retain all seniority, but during a period of six (6) months from date of transfer, shall not displace any other employee, or reduce his hours.

9. **Reinstatement.**

a. A laid-off employee who becomes eligible to return to work under the seniority provision must appear for work within ninety-six (96) hours, excluding Saturday and Sunday, after the Employer has notified the Union, in writing, of recall to work. The Employer may notify the employee directly and simultaneously serve notice upon the Union. Notice to the Union shall constitute notice to the employee, and the Employer's obligation to reinstate shall cease after said ninety-six (96) hours.

b. An employee who has been reduced to part-time employment because of slackening of business or for medical reasons must be offered the first full-time job that opens in the store in which he is employed, provided that he is able to fill that job.

10. **Promotion.** When an employee is promoted to a position outside the bargaining unit and is returned to the bargaining unit within one (1) year, he shall retain all seniority.

11. **Transfer to Higher Category.** Where an employee is transferred from one job classification to another, the seniority acquired with the store and the company shall be retained, and new seniority in the new classification shall commence as of the time of transfer. Transfers shall not be made for the purpose of displacing another employee. Should a lay-off or reduction in hours occur in his new job classification, he shall be permitted to reclaim the position he formerly vacated, or whatever equivalent job he is able to perform and to which he is entitled by his combined seniority in his old and new classification.

12. **Vacation and Christmas Relief.** The seniority of a newly hired employee shall not take effect until thirty (30) days of employment and shall then be retroactive to date of hire. However, the seniority of employees hired for vacation relief and Christmas relief periods shall not take effect until sixty (60) days of employment and then shall be retroactive to date of hire. Said sixty (60) day periods shall be between June 1 and August 31, and November 1 and December 31, respectively.

G. LEAVES OF ABSENCE.

1. **Emergency Leave.** Any employee may take an automatic 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 (24) hours of the commencement of said leave. Said two (2) weeks automatic emergency leave of absence shall be a part of the time limits set forth in Paragraph 2 below.

2. **Authorized Leave.** Employees shall be en-

titled to leaves of absence for the following reasons and up to the following maximum periods:

a. Certified illness or injury of the employee requiring absence from work; serious illness or injury, or death in the employee's immediate family; or pregnancy. A leave may be given for any other reason deemed sufficient by the Employer.

b. An employee with more than six (6), but less than twelve (12) months' service, shall be entitled to a maximum of ninety (90) calendar days' leave of absence.

c. An employee with more than twelve (12) months' service shall be entitled to a maximum of one hundred and eighty (180) calendar days' leave of absence. In pregnancy, where the employee has more than twelve (12) months of service with the Employer, up to nine (9) months' leave of absence shall be allowed. The Employer may require an employee, in the event of pregnancy, to take a leave of absence as herein specified.

d. After thirty (30) days of employment, in absences covered by Workmen's Compensation, the employee's leave of absence shall be continuous until such time as said employee has been released from his period of temporary disability and is available and qualified for work, provided, however, such leave of absence shall not exceed one (1) year.

e. The time limits set forth above may be extended by agreement between the Employer and the Union in individual hardship cases.

3. **Leaves in Writing.** All leaves of absence shall be in writing and copies shall be given the Union and the employee.

4. **Reinstatement After a Leave.** Upon a return from a leave of absence the employee shall be restored to the job he left. If this is impractical, he shall be restored to as comparable a job as possible.

5. **Employment.** If an employee works for remuneration during a leave of absence, without receiving written permission from both the Employer and the Union, he shall be considered a quit.

6. **Termination After a Leave.** Any employee on a leave of absence who fails to return to work at the expiration of said leave, may be automatically terminated by the Employer and shall then receive all vacation pay owed under the contract.

ARTICLE IV
WORKING HOURS AND OVERTIME

A. WORK WEEK.

The work week shall be Monday through Sunday. Eight (8) hours shall constitute a regular day's work, and forty (40) hours, consisting of five (5) eight (8) hour days shall constitute a regular week's work. All employees hired to work on a full-time basis shall be guaranteed forty (40) hours' work per week, except in a holiday week, in which it shall be thirty-two (32) hours, provided the employee is available and able to work the required work schedule.

B. OVERTIME.

All work performed in excess of the regular day's work of eight (8) straight-time hours in any one day, or in excess of the regular forty (40) straight-time hours in any one regular work week, or thirty-two (32) straight-time hours in any holiday week (except as set forth in Article XI-F-2c), exclusive of work on the holiday, shall be deemed overtime and paid for at the overtime rate of time-and-one-half the employee's regular straight-time rate of pay, or at a higher premium rate, if such is applicable.

C. SIXTH DAY.

All full-time employees reporting for work on their scheduled work day shall be guaranteed a full day's work of eight (8) hours with pay; except if a full-time employee is scheduled to work six (6) days in any work week, he shall be guaranteed four (4) hours' work on the sixth (6th) day. The four (4) hour day need not be the actual sixth (6th) day, but may be, in the Employer's discretion, any one of the work days in the weekly work schedule except Sunday. Time-and-one-half shall be paid on said sixth (6th) day, contingent upon the employee's completion of his scheduled work week, provided that all time over eight (8) hours in any one (1) day or forty (40) hours in any one (1) week shall be paid at the overtime rate.

D. PART-TIME GUARANTEE.

1. Upon reporting for work, all part-time employees and those replacing employees in an emergency shall be guaranteed not less than four (4) hours' work with pay. Only registered school students shall be allowed to work less than four (4) hours per shift during the period the student is attending school.

2. Part-time jobs shall not be created *or scheduled* for the purpose of destroying the eight (8) hour day or forty (40) hour week principle.

E. SUNDAY GUARANTEE – CLERKS.

1. Any clerk who works on Sunday shall be guaranteed eight (8) hours' work at the Sunday rate. On Sunday schedules, if eight (8) hour shifts create unnecessary overlapping of clerks, the Employer may schedule part-time clerks for four (4) hours or more, but the number of such part-time clerks shall not exceed the number of full-time clerks on said Sunday.

2. In those stores open for less than nine (9) hours on Sundays, full-time clerks who have been scheduled for five (5) eight (8) hour days will be permitted to work less than eight (8) hours on Sunday, but will be guaranteed the number of hours the store is open, less a lunch hour if the shift exceeds six (6) hours. Such clerks shall receive no less than five (5) hours' pay at the Sunday premium rate. If said employees perform work before the store opening and/or after the store closing, the eight (8) hour guarantee at the Sunday premium rate of pay shall apply and all hours worked in excess of eight (8) hours shall be compensated at the Sunday premium rate of pay or overtime, whichever is

higher. This exemption from the Sunday guarantee shall apply to full-time clerks only unless no full-time clerks are available.

3. This clause shall be deemed to have been complied with if less than an eight (8) hour shift is worked on Sunday, but said hours are part of an eight (8) hour shift which includes hours on either Saturday or Monday.

F. "ON CALL" GUARANTEE.

If the Employer requires an employee to remain at home "on call," the Employer shall guarantee the employee four (4) hours' pay at the appropriate rate for such day. This paragraph shall not become operative prior to the Union giving the Employer a prior warning notice in writing of a specific violation. Such warning notice is subject to dispute by the Employer under the adjustment and arbitration procedures.

G. SIXTH OR SEVENTH DAY.

No employee shall be required to work seven (7) days in any work week except in an emergency. It shall not be a violation of this contract, nor shall it constitute cause for discharge, if an employee declines to work on the sixth day of the work week unless scheduled to work on such day.

H. LUNCH PERIOD – CLERKS.

All hours shall be worked consecutively, except for a lunch period which shall be one (1) hour. No eight (8) hour employee shall be scheduled for more than five (5) hours or less than three (3) hours before a meal break. Lunch period shall be one (1) hour; however, by mutual agreement between the Union and the Employer, less than one (1) hour may be established to meet business conditions, but in no event may less than one-half (½) hour be given.

I. READY FOR WORK.

All employees shall report for and be ready for work at their scheduled starting time. The term "ready for work" shall include appropriate or required dress.

J. TOLERANCE PERIODS.

The integrity of the eight (8) hour day shall be preserved and all time worked shall be paid for. Time worked is defined as time during which an employee is required to be on duty in the service of the Employer. Time records may show a tolerance not to exceed five (5) minutes prior to the beginning of the day's work shift, and not to exceed ten (10) minutes immediately following the end of the day's work shift. Any time worked as defined above during the tolerance period shall be paid for at the appropriate contract rate.

K. LEGAL PROCEEDINGS.

1. Any employee served with a legal notice, citation, or subpoena which involves any facet of the Employer's operation, or which may require the employee to appear in legal proceedings during scheduled work time, shall immediately inform the Employer of such service.

2. Employees shall be paid as time worked under the terms of this Agreement for time spent at appearances in legal proceedings at the request of the Employer.

3. In addition, employees shall be paid as time worked under this contract for time spent at appearances in legal procedings under subpoena issued by the court when the event, or events, giving rise to the issuance of the subpoena occured while the employee was on duty working for the Employer, and so long as the Employer is not a party defendant or respondent in such proceeding, and no relief of any kind is sought against the Employer nor the imposition of any penalty or punishment upon him.

4. Former employees, those who at the time of the legal appearance are no longer employed by the Employer, shall be paid by such Employer at the rate of straight-time for the time spent at the legal appearance, with a minimum guarantee of four (4) hours per day. *In no sense is to be construed that the former employee becomes an employee as a result of such payment.*

L. WORK SCHEDULE.

1. The Employer shall post a work schedule *in ink* for all employees *showing their surname and first initial* not later than Wednesday preceding the first day of the following work week. Any alteration in such work schedule must be made not later than Friday of such preceding week. If the work schedule within any day is changed after Friday without reasonable cause, the matter may be subject to the grievance procedure. An employee shall be guaranteed pay for the specific days in a work week upon which he is scheduled to work, provided he is available for such work.

2. In the event that a new schedule is not posted, the previous week's schedule shall apply. In formulating the work schedule of any employee, a minimum of *ten (10)* hours shall have elapsed between the two (2) consecutive work shifts unless the weekly rotation of Sunday and night shifts is involved, provided, however, that this provision shall not apply to an employee designated by the Store Manager to act in his absence, nor shall it apply in the event of emergencies. Work performed prior to the *ten (10)* hours' elapsed time in violation of this paragraph shall be paid at the rate of time-and-one-half.

M. FALSIFICATION OF TIME RECORDS.

1. **Daily Records.** The Employer shall furnish forms, either time cards or other time records, on which the employee shall be required daily to record time worked on each day. Such daily record shall be verified by the Employer and employee at least weekly and shall be available for inspection upon request by the Union representative entitled to such information.

2. **Collusion or Coercion.** In the event of falsification of time records through collusion or coercion, where it is established that both the employee and the Employer had knowledge of such falsification, the employee shall be paid for all time worked, by check mailed to the Union.

N. CONSECUTIVE DAYS WORKED – CLERKS.

Where a five (5) day, full-time clerk is scheduled to work more than seven (7) consecutive days in any combination of work weeks, said clerk

shall receive time-and-one-half (or such higher premium as may apply) for all time worked after the seventh (7th)consecutive day, until such time as his consecutive days of work have been interrupted by a pre-scheduled day off. The above shall not apply to regularly scheduled six (6) day clerks, provided that overtime or premium rates are paid where applicable. The sixth (6th) day of work within one (1) work week, whether pre-scheduled or not, shall act as an interruption in the continuity of consecutive days worked.

O. ROTATION OF WORK – CLERKS. A69-70/01

The Employer shall endeavor to rotate *all clerks* on night and Sunday work, except where such rotation adversely affects the Employer's operation, and provided such rotation is agreeable to the employee.

P. PRE-DESIGNATED DAY OFF GUARANTEE.

Any full-time employee called for work on his pre-designated day off, as established in the work schedule provisions, shall be guaranteed eight (8) hours' work at the overtime rate of pay.

Q. WORK DAY DEFINED.

For the purposes of this Agreement a working day is the period from midnight to midnight. Where shifts overlap into two (2) working days, payment shall be made for the hours worked on each working day in accordance with the rates established for such days.

R. PART-TIME EMPLOYEES – SIXTH DAY.

Part-time employees shall be paid time-and-one-half, or such premium rate as may apply, for all work performed on the sixth (6th) day of work as such, in any regular work week, or on the fifth (5th) day of work in any week in which a holiday falls, excluding the holiday, as provided in this contract.

ARTICLE V
VACATIONS

A. FULL-TIME EMPLOYEES. B30-31/10

1. **One Year.** All full-time employees who have been continuously employed by the Employer for one (1) year shall receive one (1) week's vacation with full pay. B32-33/10

2. **Two Years.** All full-time employees who have been continuously employed by the Employer for two (2) years shall receive two (2) weeks' vacation with full pay. B36-37/30

3. **Five Years.** All full-time employees who have been continuously employed by the Employer for five (5) years shall receive three (3) weeks' vacation with full pay. B42-43/40

4. **Fifteen Years.** *Effective for anniversary dates falling on or after January 1, 1970, all full-time employees who have been continuously employed by the Employer for fifteen (15) years shall receive four (4) weeks' vacation with full pay.*

5. **Full Pay Defined.** The term "full pay" shall be defined as forty (40) hours' pay at the employee's straight-time hourly rate which was in effect at the time his vacation became due on the employee's anniversary date.

6. **Continuous Employment Defined.** Continuous employment for the purpose of this Article shall be measured from the last date of hire with the Employer. However, where there has been continuous leave of absence in excess of one year, the period of continuous employment shall be reduced by the number of full years of such absence.

B. PART-TIME EMPLOYEES. B54-55/01

Part-time employees shall be entitled to vacation pay on each anniversary date of their employment, pro-rated on the basis of the average straight-time hours worked during the preceding year, according to the vacation formula set forth in this Article V.

C. PRO-RATA.

1. Upon termination of employment for any reason other than discharge for proven or admitted dishonesty, an employee shall receive whatever vacation pay is due, pro-rated on the basis of the number of straight-time hours worked, provided that the employee has been in the continuous employ of the company for six (6) months or longer. Said vacation pay shall be pro-rated according to the ratio that the straight-time hours actually worked bear to 2080 hours. The forfeiture of vacation pay for proven or admitted dishonesty shall not be retroactive beyond the employee's last anniversary date.

2. Employees whose employment is terminated, and who have been in the continuous employ of the company more than six (6) months, but less than one (1) year, shall not be entitled to such pro-rata pay where termination of employment is due to a discharge or to a voluntary quit, but shall receive pro-rated vacation only where termination of employment is due to a lay-off. B54-55/01

3. Any employee who has been in the employ of the same Employer for twelve (12) consecutive calendar months, but not to exceed eighteen (18) consecutive calendar months, shall upon termination of employment be entitled to receive a pro-rata of his earned vacation on the basis of one (1) work week consisting of forty (40) hours at straight-time pay for all months for which no vacation has been paid.

4. Where an employee has been in the employ of the same Employer in excess of eighteen (18) consecutive calendar months, he shall receive upon termination, a pro-rata of accrued vacation pay on the basis of eighty (80) hours at straight-time pay for all months for which no vacation has been paid, but in no event shall vacation pay for the first year's employment exceed one (1) week's pay. It is further provided that employees who voluntarily quit after eighteen (18) consecutive calendar months of employment with the same Employer, and prior to two (2) years' employment with the same Employer, shall receive pro-rata of accrued vacation pay on the basis of forty (40) hours at the straight-time rate of pay.

5. An employee who has been in the employ of the same Employer for five (5) years or more shall, upon termination, receive accrued vacation pay on the basis of three (3) weeks per year for all time in excess of five (5) years for which no vacation pay has been received.

6. An employee who has been in the employ of the same Employer for fifteen (15) years or more shall, upon termination, receive accrued vacation pay on the basis of four (4) weeks per year for all time in excess of fifteen (15) years for which no vacation pay has been received.

D. INDUSTRY VACATION.

Additional vacation pay based on industry experience shall be provided in accordance with the provisions of the Vacation Trust Fund set forth in Article XXII, Paragraph F. Said additional vacation pay shall be paid to the employee by the Employer together with the vacation pay that is due from the Employer as set forth above. The additional amount of vacation pay paid to the employee because of industry experience shall be reimbursed to the Employer from the Trust Fund as set forth in Article XXII, Paragraph F, in accordance with the procedures established by the Trustees of said Fund.

E. ABSENCE.

Absence from work up to seven (7) weeks or 280 straight-time hours within the period of fifty-two (52) consecutive weeks, immediately preceding the employee's anniversary date, due to sickness, injury or temporary lay-off shall be considered as time worked for the purpose of determining eligibility for full vacation pay. In the event that an employee is absent from work in excess of seven (7) weeks, as set forth above, whatever vacation pay the employee is entitled to shall be pro-rated according to the ratio that the straight-time hours actually worked bear to 2080 hours. Hours worked shall include paid holidays, paid vacations and paid jury duty.

F. VACATION SCHEDULE.

Vacation periods shall be fixed by the Employer to suit the requirements of his business, but as far as possible and practicable, vacations will be given during the summer months, and for employees with school-age children during the school summer vacation. Vacation period shall be unbroken except by mutual consent between Employer and employee. *Within the limits set forth in this paragraph, vacations shall be scheduled by seniority.*

G. NOTICE.

In scheduling a vacation of an employee, the Employer shall give at least two (2) weeks' notice prior to the date of beginning the vacation.

H. NOT WAIVED.

Vacation may not be waived by an employee, 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.

I. NOT CUMULATIVE.

Vacations may not be cumulative from one year to another.

J. HOLIDAY DURING VACATION.

If a holiday named under Articles XI and XII of this Agreement falls within the vacation period of an employee, he shall be granted an additional day of vacation with full pay, or an additional day's pay in lieu of the holiday. The additional day of vacation shall be counted as a day worked for the purpose of weekly overtime computation during the week in which the employee returns to work.

K. PAYMENT DATE.

The Employer, in his discretion, must pay the employee the vacation pay due either prior to taking the vacation or on the employee's anniversary date.

ARTICLE VI
WAGES

A. CLERKS.

1. **Base Rates.** The following hourly rates are minimum base rates effective the first Monday in July of each year on the dates noted below to which may be added cost-of-living increases in July of *1970 and 1971*, as set forth in Paragraph C below. (These rates do not include night, Sunday, holiday, or part-time premiums.)

a. Employees with experience prior to October 1, 1969, as defined in Paragraph 4 below:

	7-1-69	7-6-70	7-5-71	7-3-72
Apprentice Clerks				*Open*
1st 3 months (520 hours)	*$1.865*	*$1.97*	*$2.07*	*for*
2nd 3 months (520 hours)	*2.175*	*2.295*	*2.415*	*negotiations*
3rd 3 months (520 hours)	*2.49*	*2.625*	*2.76*	*subject*
4th 3 months (520 hours)	*2.80*	*2.95*	*3.105*	*to*
Experienced Clerks After 1 year	*3.11*	*3.28*	*3.45*	*arbitration*

b. Employees hired on or after October 1, 1969, without prior experience as defined in Paragraph 4 below:

	10-1-69	7-6-70	7-5-71	7-3-72
Apprentice Clerks				*Open*
1st 3 months (520 hours)	*$1.80*	*$1.91*	*$2.03*	*for*
2nd 3 months (520 hours)	*1.98*	*2.11*	*2.24*	*negotiations*
3rd 3 months (520 hours)	*2.17*	*2.31*	*2.45*	*subject*
4th 3 months (520 hours)	*2.36*	*2.51*	*2.66*	*to*
Experienced Clerks After 1 year	*2.56*	*2.73*	*2.90*	*arbitration*

c. No later than June 1, 1972, the parties shall confer for the purpose of determining the straight-time hourly wage rates for Clerks as set forth in Article VI-A-1-a and b, to be effective July 3, 1972. If the parties cannot agree upon such straight-time hourly wage rates, either party may, upon written notice, submit any unresolved issues to final and binding arbitration under the procedures provided in Article XIV.

2. **Across-the-Board.** For all *experienced* clerks who have been or will be paid at rates higher than the minimum rates set forth in the previous Drug Agreement or in this Agreement, the *17-cent* increases in *1969, 1970, and 1971, and any increase in 1972*, shall be added to the hourly rates paid in excess of said contract rates.

3. **Apprenticeship.**

a. Under this Agreement there shall be four 3-month periods of Apprenticeship in order to reach the journeyman drug clerk rate at the end of one (1) year, or 2080 hours.

b. Employees with experience under a collective bargaining agreement with a Retail Clerks Union in California within the five (5) years immediately prior to employment under this Agreement shall be given full recognition of such experience if it was in the following:

(1) A drug store or drug department.

(2) A general merchandise department in a food store.

(3) A discount store or other retail store where such experience was the same or substantially the same as the work the employee will perform under this Agreement.

(4) A liquor store or department if the employee does liquor department work under this Agreement.

c. The following categories of prior experience shall entitle the employee to the rate of pay one bracket (520 hours) below that for which their experience qualifies them.

(1) Experience acquired in Paragraph b, above, if acquired more than five (5) years immediately prior to employment under this Agreement.

(2) Experience in a grocery store (other than in a general merchandise department) covered by a collective bargaining agreement with a Retail Clerks Union in California, within the five (5) year period immediately prior to employment under this Agreement.

(3) Experience in a drug store or drug department, or comparable experience in other retail establishments within the five (5) year period immediately prior to employment under this Agreement, (a) if such experience is acquired with a firm in California not under a collective bargaining agreement, or (b) if such experience is acquired outside of California. Comparable experience, as used in this section, is defined as the type or kind of work in a retail establishment which is the same, or substantially the same, as the work the employee performs under this Agreement.

(4) An employee hired with less than one year of experience as defined in this Paragraph c shall be credited under this Agreement with 3 months (520 hours) less than his actual experience and shall receive the appropriate increases set forth herein based on such modified experience credit.

d. A clerk hired specifically to work during the month of December, or to work during the first thirty (30) days of a new store opening, shall be paid at the first three-month apprentice rate, unless he has previously worked for an employer covered by a Retail Drug Agreement in Southern California, in which case he shall be given credit for prior experience as set forth in Paragraphs b and c above. This provision shall not apply to clerks hired prior to December 1st or retained in employment after December 31st, or to those clerks retained after the first thirty (30) days of a new store opening.

4. **Grandfather Provision.**

a. With reference to clerks hired prior to October 1, 1969, the Employer agrees not to replace them with employees hired on or after October 1, 1969, for the purpose of taking advantage of the lower rates effective on or after October 1, 1969.

b. Any clerk who has worked for one or more firms under the Retail Drug Agreement of Southern California at any time during the five years immediately preceding his or her employment by the Employer shall be paid at the wage schedule for those clerks in the Employer's employ prior to October 1, 1969, for the term of this Agreement.

c. The Employer further agrees to give preference in employment over all other persons, to those individuals who have worked during the immediately preceding five years for one or more firms under the Retail Drug Agreement of Southern California. This, however, does not obligate the Employer to employ an unqualified, incompetent or dishonest person.

d. An individual employed by the Employer under (c) above shall not be subject to Article II-D and shall only be discharged for good cause as set forth in Article III-A or laid off in accordance with Article III.

e. Any dispute arising under this Article shall be subject to the Grievance and Arbitration procedure set forth in Article XIV.

B. **COST-OF-LIVING.**

1. Cost-of-living adjustments, if required under the procedure set forth herein, shall be made on the first Monday of July in 1970 and 1971 for clerks. In 1970, the percentage rise in the cost-of-living from the May Index for 1969 to the May Index for 1970 will be multiplied by the journeyman clerk rate of $3.11 per hour. The amount by which this computed figure exceeds the 17-cent wage increase will be the cost-of-living adjustment, if any, to be added to the base rate schedule for experienced clerks and apprentices in the grandfather and new hire categories and for the interns. In 1971, the same procedure will be followed using the Indexes for May 1970 and 1971 and the new base wage rate for 1970.

2. For all clerks, the adjustments calculated above shall be added to the basic rate schedule set forth in the contract and these rates shall be the new base rates for calculations in the subsequent years. All calculations shall be based upon the U. S. Bureau of Labor Statistics Consumer Price Index for Los Angeles, All Items, (1957-59 = 100) and any resultant cost-of-living adjustments shall be rounded to the nearest half-cent.

C. **ICE CREAM DIPPER CLASSIFICATION DELETED.**

1. The ice cream dipper classification shall be eliminated from the collective bargaining agreement effective October 13, 1969, and all employees in said classification shall be paid at the rate of a drug clerk, and experience as an ice cream dipper shall be considered as experience as a drug clerk. All contract conditions shall apply to these employees effective October 13, 1969. All such employees shall receive a retroactive wage increase to July 1, 1969, of 17 cents per hour.

2. Sick leave for former ice cream dipper employees shall be provided effective October 13, 1969, in accordance with the provisions of Paragraphs F-1 and F-2 of Article XV for employees covered by a first contract.

D. PREMIUMS.

1. **Night Premium.** For all time worked by clerks, after 7 P.M. and before 7 A.M., a premium of twenty-five cents (25¢) per hour shall be paid.

2. **Sunday Premium.** For all time worked on Sunday by clerks, a premium of one-half (½) the contractual rate of pay shall be paid. Said premium shall not exceed one dollar ($1.00) per hour.

3. **Part-time Premium.** All part-time clerks shall be paid a premium of ten cents (10¢) per hour above the rate for the classification under which he works. Overtime shall be computed on the regular straight-time hourly rate, excluding the part-time premium. When such part-time worker works forty (40) hours per week in five (5) days, such employee shall be designated as full time for that week and paid accordingly. The part-time premium shall not apply to hours worked by a clerk in the month of December each year, provided the clerk was hired specifically to work during this period. This exclusion shall not apply to clerks hired prior to December 1st or retained in employment after December 31st.

4. **Non-pyramiding.** The following are penalty rates: overtime rates, premium rates (night, Sunday and part-time), holiday rates. No penalty rate of any kind shall be pyramided or paid in addition to any other penalty rates, and only the single highest applicable penalty rate shall be paid for any given hour of work, except as set forth in Article XI, Paragraph E.

E. WAGE DISCREPANCY.

1. **Settlement Attempt.** If a wage discrepancy is claimed to exist, the representative of the Union shall first attempt to settle it with the representative designated by the Employer.

2. **Written Notification.** Failing settlement at this level, the Union shall in writing notify the Employer of the alleged discrepancy and the names of the employees involved, and the period of time that such discrepancy is claimed to cover. Upon receipt of such written notice, the Employer agrees to promptly furnish the representative of the Union wage data pertaining to the alleged wage discrepancy. If the parties fail to settle such wage discrepany, said discrepancy shall be subject to the provisions of Article XIV.

F. NO REDUCTION IN RATES.

It is further agreed that no employee shall suffer any reduction in rates or general working conditions by reason of the signing of this Agreement. No employee receiving hourly rates in excess of the rates herein shall be replaced by another employee at a lesser hourly rate for the purpose of avoiding any of the provisions of this Agreement.

G. OVERTIME BASIS.

The overtime rate for employees who receive a wage scale in excess of the rates in this contract shall be based on said employee's actual rate of pay.

H. NEW CONTRACT.

When a first contract is signed, the period of employment for vacation and sick leave eligibility shall be measured from the last date of hire with the Employer.

I. JURY DUTY.

1. When an employee is required to be in any court or courthouse for jury service he shall be scheduled for a day shift on each day that he is scheduled for jury service, and on a Monday-through-Friday work week and shall receive pay during such work week for each day on such jury service at the rate of eight (8) hours times his straight-time hourly rate, except in the case of part-time employees who shall receive pay for the number of hours regularly scheduled on the day in question, less any remuneration received by him for jury service.

2. If such employee in addition works for the Employer on Saturday, he shall be paid at the rate of straight-time. If he works for the Employer on Sunday, he shall be paid at the Sunday rate of pay.

3. If an employee is excused, temporarily or permanently from jury service on any scheduled day, i.e., Monday through Friday, he shall immediately report for work to complete the remaining hours of his scheduled work shift. Failure to so report shall disqualify an employee from any pay for jury duty for the day in question as long as the transportation time will permit him to return to work prior to one (1) hour before the end of his shift.

4. The Employer may require proof of attendance for jury service.

5. An employee must report immediately that he has been called for jury service and shall cooperate with the Employer in securing release from such service as appropriate in the circumstances then existing and with regard to the work performed by the individual concerned.

6. An employee shall be eligible for jury duty pay for one tour of jury duty service only during the life of this Agreement. Jury duty pay shall not be required for Grand Jury service. In the event an employee is called for a second tour of duty during the term of this Agreement, the Employer shall join the employee in seeking excuse from service if such service would cause a financial hardship to the employee.

J. INJURY ON THE JOB.

When an employee is 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. 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.

K. BONUS PAYMENT.

All bonuses and commissions paid to the employee 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 and commissions are at the option of the Employer and may be changed or discontinued at any time without notice. Bonuses and commissions shall not be used to defeat the wage provisions of this Agreement.

L. INVENTORY WORK.

The present inventory taking practice shall continue; provided, however, that employees covered by this Agreement shall be paid for all time spent taking inventory at the appropriate contractual rate. No inventory work shall be required to be performed by employees covered by this Agreement on the evenings before Thanksgiving, Christmas and New Year's Day.

M. EMPLOYEE LISTS.

The Employer agrees to permit the Union to check the list of employees covered by this Agreement, and their respective wage rates of preceding months.

ARTICLE VII
STORE AND COMPANY MEETINGS

A. STORE MEETINGS.

No store meetings shall be held as to conflict with the regular meetings of the Union, and upon three (3) days' notice to the Employer of a special meeting, the Employer agrees to hold no store meetings in conflict therewith. Employees shall not be required to attend store meetings on their scheduled days off. Time spent at store meetings shall be considered as time worked and paid for in accordance with the Agreement.

B. COMPANY MEETINGS.

Attendance at company meetings (as distinguished from store meetings) shall not be required, but shall be completely voluntary on the part of the employee.

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ARTICLE VIII
UNIFORMS

The Employer shall furnish all required uniforms and, except where the garment is of a drip-dry material, shall pay for the laundering and upkeep of same. The Union members shall have the right to wear their Union buttons.

ARTICLE IX
CHARITY

The Employer shall not conduct or handle any campaign or drive for charitable purposes among his employees except where the cooperation and contributions of the employees are voluntary.

ARTICLE X
VISITS TO STORES

In order to observe conditions existing under this Agreement and to settle grievances, representatives of the Union shall have the right to visit the stores.

It is the general policy of the Union for its representatives not to visit the stores during the busy afternoon hours, Saturdays or days preceding holidays. However, upon receipt of a reported violation, a Union representative shall have the right to visit such store at any time for the purpose of investigating such violation.

The Union further agrees that it will arrange with the store manager for such investigation of reported grievances and that any meetings between employees and Union representatives shall be limited to one employee at a time and shall be conducted with the least possible interference with store operations. Such meetings shall be held on the premises in a place designated by the store manager. In instances where employees are working during hours that the stores are closed to the public, the Union may request a list of the employees involved, and the hours worked.

ARTICLE XI
PHARMACIST PROVISIONS

A. RESPONSIBILITIES TO THE PUBLIC AND THE PHARMACY PROFESSION.

1. **Principles.** The foremost obligation of the Employer and the pharmacist is to assure the public that prescriptions and related matters are handled in accordance with the highest professional standards of pharmacy. The Employer and the pharmacist pledge full cooperation in such mutual undertaking.

2. **Declarations.** To make possible the fullest attainment of the above-stated objective, the following declarations shall apply:

a. The Employer shall make every possible endeavor to provide work surroundings and conditions which will prevent the pharmacist from being interrupted or distracted unnecessarily while compounding prescriptions.

b. The pharmacist shall have full control over the pharmaceutical case and shall see that cleanliness and organization are maintained therein in accordance with State and Federal laws and Employer policies. However, he shall not be required to do work of a maintenance or clean-up nature.

c. The pharmacist shall be expected to keep himself informed of developments in the pharmaceutical field. Therefore, he will be expected to participate in necessary interviews during working hours with Employer approved medical sales representatives. He will also be expected to consult trade publications and books of reference, available in the store, concerning matters of importance and immediate concern, as needed. To assist in the foregoing, the Employer will make available in the store publications containing up-to-date product information, including cross-referencing.

d. The pharmacist shall compound and dispense prescriptions, and sell pharmaceuticals, medicines, and related drug items. He may in his individual discretion, but shall not be required to perform, additional functions outside the prescription and drug departments.

e. On all matters relating to the ethical practice of pharmacy including those set forth in this Article, pharmacists shall be responsible within the company only to supervisors who are pharmacists.

f. The Employer will carry an insurance policy in the amount of *$100,000* for each person in each accident, and in the aggregate, *$300,000* 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 send evidence of such coverage to the Union.

B. **SCHEDULE OF RATES.**

1. **Base Rates.** *The following hourly rates are minimum base rates effective on the dates noted below to which may be added cost-of-living increases in 1970, 1971 and 1972:*

10-6-69	*7-6-70*	*7-5-71*	*7-3-72*
$7.45	*$7.85*	*$8.25*	*$8.65*

2. **Schedule B Deleted.** *Effective on the date agreed upon by the Employer and the Union, the Schedule B as set forth in the previous Agreement shall be eliminated and all pharmacists shall be covered by the rates set forth in Paragraph 1 above and, effective on said date, shall not receive premiums, except as set forth in Paragraph E, below. All pharmacists shall receive the 80-cent increase effective July 1, 1969.*

3. **Across-the-Board.** For all pharmacists who have been or will be paid at rates higher than the minimum rates set forth in the previous Drug Agreement or in this Agreement, the per-hour increases for the respective dates listed in Paragraph B-1 above, and under Paragraph C below, shall be added to the hourly rates paid in excess of said contract rates.

4. **Graduate Pharmacists.** During the first year of employment as a registered pharmacist following graduation from a school of pharmacy, pharmacists shall be paid as follows: during the first 520 hours, $1.00 per hour less than the contract rate set forth in Paragraph 1 above; during each successive 520-hour period, 75¢, 50¢ and 25¢ per hour less than the contract rate. After one year of experience as a pharmacist, the pharmacist shall be paid the contract rate.

5. **Intern Pharmacists.** *Intern pharmacists shall receive a wage increase of 17 cents per hour from July 1, 1969 through December 31, 1969. Effective January 1, 1970, the following schedule of rates shall apply:*

	1-1-70	*7-6-70*	*7-5-71*	*7-3-72*
Undergraduate Intern	*$4.11*	*$4.28*	*$4.45*	*$4.62*
Graduate Intern (Not Licensed)	*5.11*	*5.28*	*5.45*	*5.62*

All other terms and conditions of the collective bargaining agreement applicable to Pharmacists (including seniority) shall apply to Intern Pharmacists.

C. **COST-OF-LIVING.**

1. Cost-of-living adjustments, if required under the procedure set forth herein, shall be made on the first Monday of July in 1970, 1971 and 1972 for pharmacists. For pharmacists the percentage rise in the cost-of-living from the May Index for 1969 to the May Index for 1970 will be multiplied by the pharmacist rate of $7.45 per hour. The amount by which this computed figure exceeds the 80-cent increase will be the cost-of-living adjustment, if any, to be added to the base rate in July, 1970. In 1971, the same procedure will be followed using the Indexes for May 1970 and 1971 and the new base rate for 1970. In the subsequent years, the cost-of-living adjustment will be the difference between the cost-of-living rise and the wage increases of 40 cents each year.

2. For all pharmacists, the adjustments calculated above shall be added to the basic rate set forth in the contract and this rate shall be the new base rate for the calculations in each of the subsequent years. All calculations shall be based upon the U. S. Bureau of Labor Statistics Consumer Price Index for Los Angeles, All Items, (1957-59 = 100) and any resultant cost-of-living adjustments shall be rounded to the nearest half-cent.

3. For interns, the cost-of-living adjustment for 1970 and 1971 shall be as set forth in Article VI, Paragraph B, and the same procedure as set forth in said paragraph shall be followed in calculating the adjustment for 1972.

D. **SIXTH DAY.**

1. Whenever a regular six (6) day work week schedule is available, it shall be offered to a full-time pharmacist on a voluntary basis. Insofar as is practicable, it shall be offered to senior full-time pharmacists. The sixth day of work shall be no less than eight (8) hours at straight-time plus $1.00 per hour. Time worked on such a day in excess of eight (8) hours shall be paid at time-and-one-half the straight-time rate without pyramiding.

2. In a holiday work week, the six-day pharmacist shall be guaranteed five 8-hour days of work exclusive of the holiday, for which he shall be paid for six days plus $1.00 per hour up to eight (8) hours (total of 48 straight-time hours plus $8.00). If he works on the sixth day he shall receive an additional eight (8) straight-time hours of pay (total of 56 straight-time hours plus $8.00).

3. Notwithstanding anything in this Agreement to the contrary, a pharmacist who voluntarily works on the sixth day shall receive the fifty cents (50¢) per hour premium for all hours worked between 12:00 Midnight and 8:00 A.M. on the sixth day in addition to his sixth-day rate of straight-time plus $1.00 per hour (and in addition to the overtime rate for hours in excess of 8 hours).

4. Once the voluntary six (6) day work week arrangement is made, it shall continue on a year-to-year basis, except the pharmacist may cancel the arrangement by giving fourteen (14) days' written notice to the Employer, and the Employer may cancel the arrangement by giving ninety (90) days' written notice, following the initial ninety (90) day period, to the pharmacist. (Minimum guarantee of 180 days.)

5. All pharmacists not working under this sixth day arrangement who work on the sixth day shall be paid at the rate of time-and-one-half.

6. All pharmacists presently working on a regu-

lar six (6) day schedule shall continue to receive the time-and-one-half rate on the sixth day, and shall be guaranteed no less than the number of hours which they have been regularly scheduled on the sixth day. Said guarantee of six days of work shall also apply in a holiday week but the pharmacist may choose to work five (5) days. In either event the schedule of examples in Article XII shall apply. This arrangement shall continue for a period of one (1) year from October 1, 1969, and thereafter may be terminated by the giving of ninety (90) days' written notice to the pharmacist on or after July 1, 1970.

E. **NIGHT PREMIUM.**

A premium of fifty cents (50¢) per hour in addition to the applicable straight-time or overtime rate shall be paid on all hours worked by pharmacists between the hours of Midnight and 8:00 A.M.

F. **HOLIDAYS.**

1. **Paid Holidays.**

a. The following days will be holidays and granted without reduction in pay:

New Year's Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	Pharmacist's Birthday

b. When one of the above days falls on a Sunday, the following Monday shall be considered the holiday instead of Sunday. If the pharmacist's birthday falls on another contract holiday, it shall be observed the following day or within thirty (30) days as set forth in Paragraph 4, below.

c. Any pharmacist hired within thirty (30) days of any holiday shall not be entitled to pay for time not worked on the holiday, or to overtime for the first eight (8) hours on the fifth day of such week.

d. If the pharmacist's birthday falls during the busy season preceding Christmas, or on another contract holiday, the Employer may schedule the pharmacist's birthday holiday on another day within thirty (30) days following the pharmacist's actual birthday. Reasonable notice shall be given to the pharmacist of the date. In the event a pharmacist terminates employment for any reason during the thirty (30) days he shall receive pay for the birthday holiday.

e. With respect to any of the holidays listed in this Agreement which may, by virtue of controlling legislation be celebrated on Monday, this Agreement will be changed automatically to permit such Monday observance, coincident with the dates specified in such legislation.

2. **Holiday Payment.**

a. **Holiday Allowance.** A full-time pharmacist who does not work on a holiday shall be paid eight (8) hours' holiday allowance. Part-time pharmacists shall receive holiday allowance as provided in Section 4, below.

b. **Holiday Work.** All pharmacists scheduled to work on a holiday shall receive one (1) hour straight-time holiday allowance for each hour worked on said holiday plus straight-time pay for each hour worked; provided, however, that any pharmacist scheduled for less than the eight (8) hours on a holiday shall be guaranteed the number of hours of holiday allowance set forth in subsection 1, above.

c. **Holiday Week – Overtime.** In a holiday work week, weekly overtime for pharmacists shall commence after forty (40) straight-time hours of work. Work on the holiday up to eight (8) hours shall be included in the calculation of said forty (40) hours. When a holiday falls on a pharmacist's sixth day of work, he shall be paid time-and-one-half in addition to his holiday allowance for each hour worked.

d. **Guarantee.** Full-time pharmacists shall continue to be guaranteed four 8-hour days of work in a holiday week excluding the holiday. Any pharmacist called in on a holiday which is his predesignated day off shall be guaranteed eight (8) hours' work at the overtime rate of pay as provided in Article IV-P in addition to his holiday allowance for each hour worked.

e. **Examples.** The following hypothetical examples accurately reflect the intention of the parties set forth above.

	Holiday Mon.	Tues.	Wed.	Thur.	Fri.	Sat.	Sun.	Total Hours Worked	Hours of Pay at Straight Time
Example #1									
Hrs. wkd.	0	8	8	8	8	0	0	32	
Pay for	8	8	8	8	8	0	0		40
Example #2									
Hrs. wkd.	0	8	8	8	8	8	0	40	
Pay for	8	8	8	8	8	8	0		48
Example #3									
Hrs. wkd.	8	8	8	8	8	0	0	40	
Pay for	16	8	8	8	8	0	0		48
Example #4									
Hrs. wkd.	0	8	8	8	8	8	8	48	
Pay for	8	8	8	8	8	8	12		60
Example #5									
Hrs. wkd.	8	8	8	8	8	8	0	48	
Pay for	16	8	8	8	8	12	0		60
Example #6									
Hrs. wkd.	4	8	8	8	8	0	0	36	
Pay for	12	8	8	8	8	0	0		44
Example #7									
Hrs. wkd.	4	8	8	8	8	8	0	44	
Pay for	14	8	8	8	8	8	0		54
Example #8									
Hrs. wkd.	9	8	8	0	8	8	0	41	
Pay for	18	8	8	0	8	8	0		50

3. **Voluntary Work.** Work on Thanksgiving and December 25th for pharmacists shall be voluntary to the greatest extent possible.

4. **Part-time Pharmacists.** Regular part-time pharmacists shall be entitled to pay in accordance with this Article. *Holiday pay for such regular part-time pharmacist shall be based on the average number of hours per week regularly worked by such pharmacist during the six (6) preceding weeks divided by five (5).*

5. **Holiday Work Guarantee.**

a. A pharmacist who works on a holiday shall be guaranteed eight (8) hours' work, except that a full-time, or regular part-time pharmacist who regularly works less than eight (8) hours on the day on which the holiday is observed, shall be guaranteed not less than the number of hours regularly worked on such day.

b. The eight (8) hour guarantee shall be

deemed to have been complied with if less than an eight (8) hour shift is worked on the holiday, but said hours are part of an eight (8) hour shift which includes hours on either the day before or the day after the holiday. Hours worked during the twenty-four (24) hour period of the holiday shall be compensated at the holiday rate as set forth in this Article, and each hour so compensated shall apply toward the eight (8) hour holiday guarantee.

c. On holiday schedules, if eight (8) hour shifts create unnecessary overlapping of *pharmacists, then* full-time pharmacists may work a short shift of four (4) or more hours on a holiday to prevent the overlapping, but a pharmacist shall not be required to work on a holiday if less than eight (8) hours' work or pay is provided, unless the store is open less than eight (8) hours on said holiday, in which case a five (5) hour minimum guarantee is provided.

6. **Requirements.**

a. No pharmacist shall receive pay for any holidays not worked unless such pharmacist has reported for work on his regular working day next preceding and next following said holiday. Pharmacists shall be deemed to have reported for work if absence on said day before and said day after said holiday is due to express permission from or action of the Employer and also in case of certified illness, provided the pharmacist has worked during the holiday week, *except that if the pharmacist is absent during the entire holiday week due to illness or injury, then he must have worked at least one day during the week immediately preceding the holiday week in order to be entitled to holiday pay.*

b. A probationary pharmacist may be terminated prior to a holiday without being paid for such holiday even though said pharmacist has worked during the holiday week.

7. **Voluntary Closing.**

When the Employer voluntarily closes his store to the public *because of any commemoration day or celebration day, or* on any holiday other than those set forth in Paragraph A, above, it is agreed that the pharmacists shall suffer no reduction in straight-time weekly earnings on account of such closing.

G. SUNDAY GUARANTEE.

1. Any pharmacist who works on Sunday shall be guaranteed eight (8) hours' work. On Sunday schedules, if eight (8) hour shifts create unnecessary overlapping of pharmacists, the Employer may schedule part-time pharmacists for four (4) hours or more, but the number of such part-time pharmacists shall not exceed the number of full-time pharmacists on said Sunday. Full-time pharmacists, after forty (40) hours, may work a short shift of four (4) or more hours on Sunday to prevent the aforesaid overlapping, but shall be paid time-and-one-half for such hours of work.

2. This clause shall be deemed to have been complied with if less than an eight (8) hour shift is worked on Sunday, but said hours are part of an eight (8) hour shift which includes hours on either Saturday or Monday.

H. ROTATION OF WORK.

For regularly scheduled pharmacists, work on nights, Sundays, and holidays shall be rotated equally and on a periodic basis to the extent possible. Variation from such rotation shall occur only if approved by the Employer and the Union to meet problems of the individual pharmacist and in cases of emergency.

I. CONSECUTIVE DAYS WORKED.

1. Where a five (5) day, full-time pharmacist is scheduled to work more than seven (7) consecutive days in any combination of work weeks, said pharmacist shall receive time-and-one-half (or such higher premium as may apply) for all time worked after the seventh (7th) consecutive day, until such time as his consecutive days of work have been interrupted by a pre-scheduled day off. The above shall not apply to regularly scheduled six (6) day pharmacists, provided that overtime or premium rates are paid where applicable. The sixth (6th) day of work within one (1) work week, whether pre-scheduled or not, shall act as an interruption in the continuity of consecutive days worked.

2. *Where pharmacists exchange days off for their convenience, the effect of which would result in more than seven (7) consecutive days of work, the overtime provision for over seven (7) consecutive days of work where such voluntary exchange is accomplished shall not appy. Prior manager approval of such exchange of days off shall be required but shall not be withheld arbitrarily or discriminatorily.*

J. LUNCH PERIOD.

1. **One Hour.** All hours shall be worked consecutively, except for a lunch period which shall be one (1) hour. No eight (8) hour pharmacist shall be scheduled for more than five (5) hours or less than three (3) hours before a meal break. Lunch period shall be one (1) hour; however, by mutual agreement between the Union and the Employer, less than one (1) hour may be established to meet business conditions, but in no event may less than one-half (½) hour be given.

2. **Pharmacist "On Call."** When there is only one (1) pharmacist on duty, who has no relief, said pharmacist shall be considered as "on call" and he shall take a lunch period of not less than one-half (½) hour on the Employer's time and shall not be called to perform any duties during this lunch period except in cases of emergency. Said one-half (½) hour lunch period shall be scheduled within the eight (8) hour shift or in addition to said shift. Said lunch period shall not be counted toward daily or weekly overtime.

K. OTHER CONTRACT PROVISIONS.

All other provisions of this Agreement not set forth in this Article, which do not specifically limit their application to clerks, shall apply equally to pharmacists.

ARTICLE XII
HOLIDAYS – CLERKS

A. PAID HOLIDAYS.

1. The following days shall be holidays and granted without reduction in pay:

New Year's Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	Employee's Birthday

2. When one of the above days falls on a Sunday, the following Monday shall be considered the holiday instead of Sunday. If the employee's birthday falls on another contract holiday, it shall be observed the following day or within thirty (30) days as set forth in Paragraph 4, below.

3. Any employee hired within thirty (30) days of any holiday shall not be entitled to pay for time not worked on the holiday, or to overtime for the first eight (8) hours on the fifth day of such week.

4. If the employee's birthday falls during the busy season preceding Christmas, or on another contract holiday, the Employer may schedule the employee's birthday holiday on another day within thirty (30) days following the employee's actual birthday. Reasonable notice shall be given to the employee of the date. In the event an employee terminates employment for any reason during the thirty (30) days he shall receive pay for the birthday holiday.

5. *With respect to any of the holidays listed in this Agreement which may, by virtue of controlling legislation be celebrated on Monday, this Agreement will be changed automatically to permit such Monday observance, coincident with the dates specified in such legislation.*

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B. HOLIDAY PAYMENT.

1. **Rate.** Work as such on a holiday shall be compensated for at two-and-one-half (2½) times the straight-time hourly rate of pay for all hours worked. Said two-and-one-half (2½) times shall include any premium pay or overtime that may be applicable, and includes pay for the holiday itself.

2. **Holiday Week.** A regular holiday work week shall consist of the holiday itself and four (4) other eight (8) hour days. All full-time clerks shall receive forty (40) hours of straight-time pay for thirty-two (32) straight-time hours of work excluding the holiday. A full-time clerk, not working on a holiday, shall receive eight (8) hours' pay for the holiday, in addition to the pay specified in this Agreement for the other four (4) days referred to above. All time worked over the thirty-two (32) hours, exclusive of the holiday, shall be paid for at the rate of time-and-one-half the clerk's regular rate of pay.

3. **Examples.** The following hypothetical examples accurately reflect the intention of the parties set forth above with respect to clerks.

	Holiday Mon.	Tues.	Wed.	Thur.	Fri.	Sat.	Sun.	Total Hours Worked	Hours of Pay at Straight Time
Example #1									
Hrs. wkd.	0	8	8	8	8	0	0	32	
Pay for	8	8	8	8	8	0	0		40
Example #2									
Hrs. wkd.	0	8	8	8	8	8	0	40	
Pay for	8	8	8	8	8	12	0		52
Example #3									
Hrs. wkd.	8	8	8	8	8	0	0	40	
Pay for	20	8	8	8	8	0	0		52
Example #4									
Hrs. wkd.	0	8	8	8	8	8	8	48	
Pay for	8	8	8	8	8	12	12		64
Example #5									
Hrs. wkd.	8	8	8	8	8	8	0	48	
Pay for	20	8	8	8	8	12	0		64
Example #6									
Hrs. wkd.	4	8	8	8	8	0	0	36	
Pay for	14	8	8	8	8	0	0		46
Example #7									
Hrs. wkd.	4	8	8	8	8	8	0	44	
Pay for	14	8	8	8	8	12	0		58
Example #8									
Hrs. wkd.	9	8	8	0	8	8	0	41	
Pay for	22½	8	8	0	8	8	0		54½

C. VOLUNTARY WORK.

For all clerks, work on Thanksgiving and December 25th shall be entirely voluntary. Once an employee has agreed to work on Thanksgiving or December 25th, and the work schedule has been posted, he shall be required to work said days.

D. PART-TIME EMPLOYEES.

Regular part-time employees shall be entitled to pay in accordance with this Article. *Holiday pay for such regular part-time employee shall be based on the average number of hours per week regularly worked by such employee during the six (6) preceding weeks divided by five (5).*

E. HOLIDAY WORK GUARANTEE.

1. An employee who works on a holiday shall be guaranteed eight (8) hours' work, except that a full-time, or regular part-time employee who regularly works less than eight (8) hours on the day on which the holiday is observed, shall be guaranteed not less than the number of hours regularly worked on such day.

2. The eight (8) hour guarantee shall be deemed to have been complied with if less than an eight (8) hour shift is worked on the holiday, but said hours are part of an eight (8) hour shift which includes hours on either the day before or the day after the holiday. Hours worked during the twenty-four (24) hour period of the holiday shall be compensated at the holiday rate as set forth in this Article, and each hour so compensated shall apply toward the eight (8) hour holiday guarantee.

3. On holiday schedules, if eight (8) hour shifts create unnecessary overlapping of employees, the Employer may schedule part-time clerks for four (4) hours or more, but the number of short clerk shifts shall not exceed the number of eight (8) hour clerk shifts on said holiday.

4. Where a condition arises that there are no part-time clerks available, then full-time clerks may be scheduled for less than eight (8) hours, on a voluntary basis, provided that said work is in excess of the regular holiday work week of thirty-two (32) hours.

5. In those stores open for less than nine (9) hours on holidays, full-time clerks who have been scheduled for four (4) eight (8) hour days will be permitted to work less than eight (8) hours on the holiday, but will be guaranteed the number of hours the store is open, less a lunch hour if the shift exceeds six (6) hours. Such clerks shall receive no less than five (5) hours' pay at the holiday premium rate. If said employees perform work before the store opening and/or after the store closing,

the eight (8) hour guarantee at the holiday premium rate of pay shall apply, and all hours worked in excess of eight (8) hours shall be compensated at the holiday premium rate of pay. This exemption from the holiday guarantee shall apply to full-time clerks only, unless no full-time clerks are available.

F. REQUIREMENTS.

1. No employee shall receive pay for any holidays not worked unless such employee has reported for work on his or her regular working day next preceding and next following said holiday. Employees shall be deemed to have reported for work if absence on said day before and said day after said holiday is due to express permission from or action of the Employer, provided the employee has worked during the holiday week, *except that if the employee is absent during the entire holiday week due to illness or injury, then he must have worked at least one day during the week immediately preceding the holiday week in order to be entitled to holiday pay.*

2. A probationary employee may be terminated prior to a holiday without being paid for such holiday even through said employee has worked during the holiday week. In addition, an employee hired between November 1 and December 24 of any one year shall be considered a probationary employee for the purpose of the application of the Christmas holiday provision set forth in this paragraph.

G. VOLUNTARY CLOSING.

When the Employer voluntarily closes his store to the public *because of any commemoration day or celebration day, or* on any holiday other than those set forth in Paragraph A, above, it is agreed that the employees shall suffer no reduction in straight-time weekly earnings on account of such closing.

ARTICLE XIII
BOND

Whenever the Employer requires the bonding of any employee or the carrying of any insurance for the indemnification of the Employer, the premiums for the same shall be paid for by the Employer. Should an employee be refused bond by a bonding company, after his first thirty (30) days of employment, the Employer agrees to make a reasonable effort to secure a bond in an appropriate case without added cost to the Employer.

ARTICLE XIV
ADJUSTMENT AND ARBITRATION

A. DISPUTES OR QUESTIONS.

When disputes or questions of interpretation or application arise under the terms of this Agreement, they shall be, if possible, solved by the parties to this Agreement.

B. NOTICE.

If the parties fail to solve such grievances within ten (10) days of written notice, the matter may be submitted to arbitration by either party.

C. ARBITRATOR.

1. The party initiating the arbitration shall request the Federal Mediation and Conciliation Service to supply a list of fifteen (15) arbitrators and, by alternate striking, the parties shall choose the last remaining arbitrator to sit in judgment of the dispute. The parties shall draw lots to determine who shall make the first deletion from the list. The parties may agree on an arbitrator by mutual agreement without resorting to this paragraph.

2. Selection of the arbitrator by alternate striking of names shall take place immediately following receipt of the list of names.

D. SUBMISSION.

1. Within ten (10) days following the selection of the arbitrator the parties must agree on a submission agreement which shall state the question to be decided by the arbitrator.

2. Should the parties fail to conclude a submission agreement, the question then shall be framed by the arbitrator at the commencement of the hearing.

E. ARBITRABILITY.

The arbitrator shall also decide the question of arbitrability, should it arise.

F. LIMITATIONS.

The arbitrator shall not have the power to alter, change or modify this Agreement in any respect. The rights of the parties to make any changes, modifications or amendments to the Agreement shall be reserved to themselves only, and shall not be subject to the arbitrator's authority.

G. FINAL AND BINDING.

The arbitrator's decision shall be final and binding on all parties hereto.

H. EXPENSES.

The expenses of the arbitrator and other mutually agreed to expenses shall be borne equally by the parties.

I. TIME PERIODS.

The time periods set forth above may be extended by mutual agreement of the parties.

J. WORK STOPPAGES.

Matters subject to the procedures of this Article shall be settled and resolved in the manner provided herein. During the term of this Agreement, there shall be no cessation or stoppage of work, lock-out, picketing or boycotts, except that this limitation shall not be binding upon either party hereto, if the other party refuses to perform any obligation under this Article or refuses or fails to abide by, accept or perform a decision or award of an arbitrator, and fails to appeal to a court of competent jurisdiction.

K. REPORTING MONETARY DISCREPANCIES.

A claim for unpaid wages, holidays, vacation, jury duty, sick leave, funeral pay, or night, Sunday or part-time premium pay, or for any other direct compensation, must be filed in writing with the

Union by the employee, promptly upon discovery. The Union shall, thereafter, if it believes such claim has validity, promptly notify the Employer. A claim not filed by the employee with the Union within thirty (30) days after discovery and not filed in writing by the Union with the Employer within an additional thirty (30) days, shall be deemed null and void. (The Union has sixty [60] days from the employee's date of discovery to file notice with the Employer.) Notwithstanding the foregoing, no wage or other direct compensation claim not involving interpretation of the contract can cause such Employer to pay such claim or any portion thereof retroactively for a period of more than six (6) months immediately prior to the date of the Employer's receipt of written notice from the Union of the claim. In any event, the Employer's obligation to compensate an employee for unpaid time worked under Article IV, Paragraph M, shall not be limited in any way by the foregoing, except for the six-month limitation.

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ARTICLE XV
SICK LEAVE

A. BENEFITS.

1. **Eligibility.** All clerks and pharmacists covered by this Agreement who have been continuously employed by the Employer for a period of at least one (1) year shall be entitled to six (6) days' sick leave with pay, and on each anniversary date of employment thereafter, they shall be entitled to six (6) days' sick leave with pay; however, such sick leave benefits shall not accumulate from year to year. Sick leave shall be payable only for non-hospitalized illness or injury beginning with the second working day's absence and shall be payable only during the first seven calendar days of absence.

2. **Supplementary Disability Benefits.** Supplementary Disability Benefits will be provided in accordance with provisions of Paragraph D of Article XXII hereof.

3. **Sick Pay Defined.** For the purpose of this paragraph sick pay shall mean pay at the employee's regular classification rate for those days and hours which the employee would have worked had the disability not occurred, calculated at straight time.

B. DOCTOR'S CERTIFICATE.

A doctor's certificate or other authoritative verification of illness may be required by the Employer.

C. WAITING PERIODS.

The waiting period herein provided before sick leave pay commences shall apply for each illness, in case the sick leave benefit allowance has not been used up in previous illnesses. A day shall not be considered a waiting period day if the employee has worked more than one-half of his scheduled shift.

D. PRO RATA.

Part-time employees, and full-time employees who failed to work the full year, shall be entitled to sick leave on the basis set forth above on a pro-rata of total hours worked *or paid for* during the year preceding the anniversary date as a ratio to 2080 hours.

E. UNUSED SICK LEAVE PAID.

For the employee's second and succeeding anniversary dates of employment falling on or after July 1, 1964, any unused sick leave to which an employee may be entitled shall be paid on the employee's anniversary date of employment. After a year's employment, the employee, in the event of termination, shall be entitled to a pay-off of unused sick leave entitlement and to pro-rata payment of accumulated sick leave since his last anniversary date. *Termination shall include a non-promotional transfer to a store or department not covered by the Retail Drug Agreement. In the event termination from the bargaining unit is due to a promotion, any unused sick leave pay accumulated at the time of promotion, will be given the employee if he leaves the company's employ within six months of such promotion. After said six months' period, the Employer's obligation to pay unused sick leave to the promoted employee ceases.* The pro-rata payment of accumulated sick leave since his last anniversary date shall not be paid to an employee who is discharged for proven or admitted dishonesty, or who quits voluntarily.

F. FIRST CONTACT.

1. Unused sick leave pay during the first year under a first contract shall be paid upon termination of any employee who has been in the Employer's service for a period of over one year, based on one-half (½) day per month for each month worked after the effective date of said first contract.

2. Unused sick leave pay for other employees during the first year under a first contract shall be paid at the rate of one-half (½) day per month from the effective date of the Agreement to the employee's anniversary date, less whatever sick leave has been paid because of the employee's illness since the effective date of this Agreement. (Said anniversary date shall be at least the second anniversary date of employment.)

ARTICLE XVI
FUNERAL LEAVE

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Effective October 1, 1969, leave for all employees shall be provided for the purpose of attending the funeral of a member of the employee's immediate family. Pay for such leave shall be at the straight-time rate for the hours scheduled for each work day lost because of such absence to a maximum of three (3) consecutive days. Verification of time required for such paid leave shall be supplied to the Employer by the employee, if requested. Immediate family shall be defined as the employee's spouse, child, mother, father, brother, sister, or other relative living in the employee's home.

ARTICLE XVII
STORE HOURS

The Employer shall have the sole right to fix and determine the opening and closing hours of his store.

ARTICLE XVIII
PRODUCTS HANDLED

The rates set forth herein in Article VI reflect and are based upon the kinds, types, mixture, customer exposure, and the merchandising, advertising and pricing methods of products traditionally and historically handled by the unionized retail drug industry of Southern California.

Rates of pay for employees under this Agreement handling products not traditionally and historically handled, as set forth above, by the unionized retail drug industry of Southern California, shall be subject to further negotiation upon written notice by either party to this Agreement.

If the parties cannot agree on the appropriate wage rates for such employees pursuant to such negotiations, either party may then submit the unresolved issue to the arbitration procedure set forth in Article XIV of this Agreement.

Or, the Union may invoke this Article against the signatory Employer hereto if any Employer party to the Southern California Retail Food Industry Agreement with this Union, dated *1969–1972,* secures in a binding adjudication an award which holds that the signatory Employer hereto is in the food industry, and if as a result thereof, such award jeopardizes the wage rates and/or working conditions of employees in said food industry.

ARTICLE XIX
SUCCESSORS AND ASSIGNS

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. NEW OWNER.

This Agreement shall be binding upon the successors and assigns of the parties hereto. In the event of bona fide sale or transfer of any store covered by this Agreement during the period hereof, the new owner or such transferee shall be notified of the obligation of this Agreement and be required to become a party hereto. The former owner shall be required to meet any and all monetary benefits that employees have accumulated under this Agreement.

C. ACCRUED VACATION.

Upon sale or transfer of ownership of any store, or upon dissolution of business, vacation pay for all months worked for which no vacation pay has been given, shall be immediately paid to all employees coming under this Agreement, regardless of length of time said employee has been with the Employer.

D. SALE OR TRANSFER.

1. In the event of a sale or transfer of a store or stores, an employee shall be allowed a seven (7) day period from the date of announcement to the employees of the sale or transfer during which time he may determine whether he wishes to stay with the seller or whether he wishes to make application for employment with the new owner or transferee. In the event the employee chooses to remain with the seller, such choice shall not be construed as any guarantee of employment over and beyond the terms of this Agreement.

2. In the event of a sale or transfer of a store or stores, the new owner or transferee shall make every effort to fill his employment needs in such store or stores from those employees of the seller or transferor who were employed in the stores sold or transferred.

3. Such new owner or transferee, however, shall not be required to retain in his employ any of the employees of the seller or transferor. Any employee of the seller or transferor who is employed within the thirty (30) day period referred to immediately below by the new owner or transferee shall be employed on a probationary basis for a period of thirty (30) days from the date the new owner or transferee assumes responsibility for the management and operation of the store or stores, subject to termination within such thirty (30) days with or without cause and without reference to seniority. Any termination within such thirty (30) day period shall not be reviewable through the grievance or arbitration procedures, except for a violation of the second paragraph of D of this Article XIX. The foregoing is all subject to and limited by Article VI-A-4.

4. Any employee of the seller or transferor who is employed by the new owner or transferee within such thirty (30) day period and who is retained on the payroll of the new owner or transferee for a period in excess of such thirty (30) day period, shall be credited with and retain all seniority acquired while in the employ of the seller or transferor since his most recent date of hire by such seller or transferor for the purpose of determining benefits to which he is entitled under the collective bargaining agreement with the new owner or transferee by virtue of such seniority, as if his employment were continuous, including retention of anniversary date of employment, provided that the employees of the seller or transferor shall for the purposes of termination be credited with no more seniority than that of the most senior employee employed by the new owner or transferee covered by an agreement with a Retail Clerks Union local on the date of assumption of responsibility, and provided further that the new owner or transferee shall not be liable for any benefits or payments owed to the employee because of employment with the seller or transferor. "Seller or transferor" is defined to include prior owners of the same store since January 1, 1956.

5. The seller or transferor shall pay all vacation and sick leave accrued for time worked as of the date the sale or transfer becomes effective for all employees who have completed at least six (6) months with the Employer on the effective date of the sale or transfer, and said date shall become the date of employment with the new employer for the purpose of vacation and sick leave only.

ARTICLE XX
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 affect 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 provision or provisions so invalidated.

ARTICLE XXI
GENERAL CONDITIONS

A. TRAINING SCHOOL FEES.

Where, as a condition of employment, the Employer requires attendance at a school or training establishment, and where a fee is charged for such instruction or training, the fee shall be borne by the Employer.

B. REGISTER SHORTAGES.

1. No employee may be required to make up cash register shortages, unless he is given the privilege of checking the change and daily receipts upon starting and completing the work shift, and unless the employee has exclusive access to the cash register during the work shift, except as specified below.

2. No employee may be required to make up register shortages when management exercises its rights to open the register during the employee's work shift, unless the register is opened in the presence of the employee and the employee is given the opportunity to verify all withdrawals and/or deposits.

C. REST PERIODS.

1. An employee working more than six (6) hours in a day shall receive two ten-minute rest periods during such day. The first rest period shall be given in the first half of the shift and the second period during the second half of such shift.

2. An employee working more than two (2) hours and not more than six (6) hours shall receive one ten-minute rest period. This shall be given during the first four (4) hours of the employee's shift.

3. Insofar as practicable, rest periods shall be in the middle of each work period.

D. UNION PRINCIPLES.

The Employer shall not discharge or discriminate against any employee for upholding Union principles, as long as such act does not constitute a violation of this Agreement, and nothing herein shall be so construed as to abrogate an employee's rights under the law, including the right individually to refuse to cross a bona fide picket line established in a bona fide dispute by any bona fide labor organization.

E. TITLES.

The titles and sub-titles used in this Agreement are for the sole purpose of identification and shall have no bearing on the construction or meaning of the paragraphs to which they refer.

F. CHECK STUBS.

Each employee shall be supplied with a paycheck stub or wage statement for each payroll period giving as much detailed information regarding earnings and deductions as is practical.

G. WEIGHT LIMIT.

No employee shall at any time be permitted or required to lift any item weighing more than the limit allowed by law.

H. AUTO ALLOWANCE.

Personnel who travel in behalf of the Employer and who are members of the bargaining unit shall receive all improvements in auto allowance for other personnel who travel for the Employer, but no less than the amount they are presently receiving.

I. AMENDMENTS, ADDITIONS AND WAIVERS.

This Agreement is subject to amendment, alteration, or addition only by a subsequent written agreement between and executed by, the Employer and the Union. The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of any such term or condition.

J. EFFECTIVE DATES.

All economic terms and conditions of this Agreement shall be effective July 1, 1969, except as otherwise specified herein. All operational terms and conditions which change previously existing practices shall be effective not later than the date of execution of this Agreement.

K. WAGE AND PRICE CONTROLS.

If by Presidential decree or legislative enactment, wage and price controls are instituted which cause any provisions of the Agreement to affect either of the parties adversely, such provisions may be reopened for negotiations. The party adversely affected must give fifteen (15) days' written notice to the other party in order to so reopen the Agreement. Any issues unresolved as a result of such reopening, may be submitted to final and binding arbitration by either party under the procedures set forth in Article XIV.

L. POLYGRAPH TEST.

No employee or applicant for employment covered by this Agreement shall be requested or required by any representative of the Employer to be the subject of a Polygraph (lie detector) test for any reason whatsoever. The Employer agrees to refrain from any direct or indirect action that violates this understanding.

ARTICLE XXII
TRUST FUNDS

A. HEALTH AND WELFARE.

1. Retail Clerks Local 770 and Drug Employers Benefit Fund. The parties hereto agree to continue the existing Health and Welfare Trust Fund, known as the Retail Clerks Local 770 and Drug Employers Benefit Fund, administered by an equal number of trustees appointed by the Union on one hand, and by Sav-On Drugs, Inc. *Daylin, Inc.,* Drug King, Inc., *and* Thrifty Drug Stores Co., Inc., each entitled to appoint a Trustee and his successors, on the other hand, for the purpose of providing the benefits specified herein to eligible employees covered by the

collective bargaining agreements, their spouses, and their *dependent* children under the age of *twenty-four (24) years subject to reasonable rules established by the Trustees.*

2. **Maintenance of Benefits and Eligibility Rules.**

a. The Trustees shall be authorized and directed to continue and maintain the *existing medical and hospital, psychiatric, dental (including orthodontic, predictive and prescription benefit programs.*

b. The Trustees shall further be authorized and directed to continue the existing eligibility rules, except that if they determine it is necessary, they shall have the authority to modify these rules in a reasonable manner.

3. **Medical and Hospital Benefits.** The Trustees shall be authorized and directed to continue and maintain the Kaiser-Permanente "X" Plan coverage and, with respect to an alternate *indemnity* plan, to expend for such coverage an amount approximately equal to the *amount spent* for the Kaiser-Permanente "X" Plan coverage.

4. **Psychiatric Care.** The Trustees shall be authorized and directed to continue to provide psychiatric benefits, the coverage to be provided for eligible beneficiaries to be determined by the Trustees.

5. **Dental Care.** The Trustees shall be authorized and directed to continue to provide the existing dental care program including the 75%-25% co-participation feature. *The existing program for the provision of orthodontic care shall be continued during the term of this Agreement under rules determined by the Trustees. The Trustees may extend the age limit for eligibility for orthodontic care at their discretion.*

6. **Predictive Medicine.** *The Trustees shall be authorized and directed to continue to provide* a predictive medicine program for eligible beneficiaries.

7. **Prescriptions.** *The Trustees shall be authorized and directed to continue to provide payment for certain prescriptions and pharmaceuticals for eligible beneficiaries based on 90% of the cost of said prescriptions.* The payment for pharmaceuticals other than those which can be obtained under a doctor's prescription shall be limited to those pharmaceuticals approved by the Trustees. To the extent possible the employees of the Employer will utilize the Employer's pharmacy or pharmacies for the purchase of any prescriptions or pharmaceuticals under this program.

8. **New Benefits.** *In addition to the benefits set forth above, the following benefits shall be provided for claims occurring on and after July 1, 1969. (These new benefits shall be provided from the contributions for the Medical and Hospital benefits set forth in Paragraph 10 below.)*

a. Vision care, with a maximum benefit of $50.00 per eligible per year under rules established by the Trustees.

b. A hearing aid benefit covering examination and instruments, providing for the payment of 70% of the cost to a combined maximum of $400.00 per eligible per year under rules established by the Trustees. ($400.00 x 70% = $280.00)

c. To the extent and in the amounts determined by the Trustees, coverage of the cost of artificial limbs and orthopedic appliances. Where an illness or injury resulting in a need for artificial limbs or orthopedic appliances occurs while the person affected is eligible under the Trust Fund, and where, after such beneficiary has lost eligibility under this program, and if an artificial limb or orthopedic appliance is required, the same shall be provided under this program.

d. Podiatry to the extent and under the rules established by the Trustees.

9. **Extended Coverage.**

a. The Trustees shall be authorized and directed to provide extended coverage of benefits, as set forth below, to employees who are disabled and receiving temporary benefits as defined in the Workmen's Compensation or State Disability laws *and in receipt of Supplementary Benefits as defined herein.* Said employees shall be entitled to the benefits under Paragraph A, Sections 3, 4, 5, 6, 7 and 8, and Paragraph E of this Article XXII during the period of illness or injury which is compensable under either law in the same manner as though the Employer were making the contributions on the behalf of such employees, for a period not to exceed six (6) months in the case of State Disability or one (1) year in the case of Workmen's Compensation cases.

b. The same extended coverage of benefits shall be provided to persons receiving Supplementary Unemployment Benefits and the Benefit Fund shall receive payments for said benefits under existing procedures and in accordance with the provisions of Paragraph D-3 of this Article.

10. **Contributions.**

a. **Initial Amounts.** *Effective July 1, 1969 the following hourly contribution rates are established for each of the benefit programs set forth above:*

Medical and Hospital	*16 ¢*
Psychiatric Care	*2 ¢*
Dental Care	*5½¢*
Predictive Medicine	*1 ¢*
Prescriptions	*1½¢*

b. **Pooling.**

(1) Any and all funds held in the existing Trust accounts and all future contributions under Article XXII-A, shall be pooled and held in one account to be used and applied, whenever necessary, for the provision of, and payment for, all of the benefits as set forth in said Article XXII-A, to the extent necessary to maintain any such benefit program or programs in the manner and to the extent contemplated by this Agreement, without regard to the fact that such monies may have been contributed or accumulated on account of or in connection with a benefit program provided by said Trust different from that on account of which monies are expended. Separate accounting records shall be maintained for each benefit set forth under Article XXII-A.

(2) The Trustees shall maintain a reserve in cash at all times in such pooled account based on one (1) month's average expendi-

tures. The Employer contributions due and in transit shall be considered a part of the reserve in addition to the cash reserve established above although not actually in the possession of the Trust.

(3) Notwithstanding anything to the contrary set forth in Paragraph (2) above, it is further understood and agreed that upon the expiration of this Agreement, the Trustees shall cause to be contributed such additional contributions as necessary to establish the equivalent of a three (3) month reserve, including one (1) month in cash, one (1) month in accrual, both as set forth in Paragraph (2) above, and one (1) month for which the Employer will contribute an additional amount equal to his last month's contribution under this Agreement.

c. **Maintenance.** *The Trustees shall periodically evaluate the status of the income, expenditures and reserves of this Trust Fund and are hereby authorized to increase or decrease the contributions to each of the accounts set forth in "a" above in order to maintain the benefits, eligibility rules, extended coverage and reserves required by this Agreement. The Employer hereby agrees to pay the contributions determined by the Trustees to be necessary under this paragraph.*

d. **Retiree Survivors.** *The Trustees shall be authorized to develop a procedure under which the surviving spouses of deceased retirees and their dependents shall be permitted to continue the same benefit coverage as they received prior to the death of the retiree through payment by said survivors to the Trust Fund of such amounts so that there will be no average net cost to the Trust Fund.*

11. **Benefits.** Conditions of eligibility and benefits in respect to classifications of employees shall be determined by the Trustees.

12. **Other Benefit Plans.** It is understood that the Employer retains any existing rights which he may have, in his exclusive discretion, to alter, amend, cancel or terminate any existing employee benefit plan or plans or part thereof.

13. **Resolution of Differences.** Differences between the Employer and the Union as to the interpretation or application of the provisions of the Trust Agreement or Agreements, relating to employee benefits shall not be subject to the grievance or arbitration procedure established in any collective bargaining agreement. All such differences shall be resolved in the manner specified in the Trust Agreement or Trust Agreements.

B. **PENSIONS.**

1. **Trust Fund and Pension Plan.** The Southern California Retail Clerks Union and Drug Employer Pension Fund shall be continued for the life of this Agreement. *Contributions shall be made to said Pension Fund as set forth below.* Said contributions shall be for the sole purpose of providing pensions for eligible employees as defined in the Pension Plan.

2. **Provisions.**

a. The Pension Plan shall continue to provide the following:

(1) Full pension at Normal Retirement at age sixty (60), after twenty (20) years of credited service as such service as defined in the Pension Plan.

(2) Early Retirement at an actuarially reduced benefit on attainment of age fifty (50), at the option of the employee.

(3) The beginning age for the accumulation of credited pension service shall be age twenty-five (25).

(4) Full past-service credits and vesting of benefits to the extent that funds permit.

b. Effective July 1, 1969, the existing Pension Plan shall be amended to include the following:

(1) For employees whose first monthly pension benefit is effective on or after July 1, 1969, the maximum monthly pension benefits for Normal Retirement shall be as follows; except that the Pension benefits paid for Credited Service earned prior to a Break in Service shall be at the rate in effect at the time of such break except as modified by the Trustees in accordance with Paragraph (4), below.

(a) Effective July 1, 1969 through December 31, 1969, one hundred dollars ($100.00) per month on the basis of the first ten (10) years' accrual at the rate of $3.34 per month for each year of service, and the next ten (10) years' accrual at the rate of $6.66 per month for each year of service, plus the amount resulting from the application of a cost-of-living factor in the amount of .2498.

(b) Effective January 1, 1970 through June 30, 1970, two hundred dollars ($200.00) per month on the basis of the first ten (10) years' accrual at the rate of $6.00 per month for each year of service, and the next ten (10) years' accrual at the rate of $14.00 per month for each year of service.

(c) Effective July 1, 1970 through June 30, 1971, two hundred and twenty-five ($225.00) per month on the basis of the first ten (10) years' accrual at the rate of $6.75 per month for each year of service, and the next ten (10) years' accrual at the rate of $15.75 per month for each year of service.

(d) Effective July 1, 1971, two hundred and fifty dollars ($250.00) per month, on the basis of the first ten (10) years' accrual at the rate of $7.50 per month for each year of service, and the next ten (10) years' accrual at the rate of $17.50 per month for each year of service.

(2) For an employee whose first monthly pension benefit was effective prior to July 1, 1969, the amount of his monthly benefit, including any applicable cost-of-living adjustment, shall be increased 50% effective as of January 1, 1970. Notwithstanding the provisions of this paragraph, an employee whose first monthly pension benefit was effective prior to July 1, 1969, and who elected to retire under the Social Security Adjustment Option of the Pension Plan shall have his monthly pension benefit recomputed based on an increase of 50% of his basic pension benefit, effective as of January 1, 1970, to

which there shall be added the amount resulting from the application of any cost-of-living factor in effect for him on July 1, 1969.

(3) In no event shall an employee whose service was not broken on July 1, 1969, and whose first monthly pension benefit was effective on or after July 1, 1969, receive less than the amount paid for equal Credited Service under Paragraph (2) above.

(4) The Trustees may consider the adoption of a rule to make the 50% increase provided herein applicable to persons whose service was broken on or prior to July 1, 1969, who retire on or after July 1, 1969, but who, on or before that date, had attained age 50 and accumulated at least ten years of Credited Service. In no case shall such 50% increase, if granted, apply to Credited Service to which the benefit levels described under Paragraph (1), above, apply.

(5) **Disability Benefit.** *Effective January 1, 1970, an employee who becomes disabled on or after July 1, 1969, as defined by the Social Security Administration, shall be entitled to a disability pension benefit provided that:*

(a) He has at least ten (10) years of Credited Service; and

(b) He qualified for a Social Security disability pension first payable for the month of July, 1969, or any later month.

The disability pension benefit shall be equal to the employee's Normal Retirement benefit accrued to the date of his disability retirement without reduction for Early Retirement and shall be payable until age sixty (60) or upon termination of the disability, whichever occurs first. At age sixty (60) the Normal Retirement benefit, based on Credited Service, shall be payable.

(6) The cost-of-living provision shall be eliminated on January 1, 1970, for employees who retired on and after July 1, 1969. For employees who retired prior to July 1, 1969, the amount of the cost-of-living adjustment as modified in Paragraph (2) above, contained in their monthly pension benefits shall be continued, but shall not be increased after January 1, 1970.

3. **Reciprocity.** *The Trustees are authorized and directed to work out a reciprocal agreement with the Trustees of the Northern California Pharmacists, Clerks and Drug Employers Pension Trust to provide for the transfer or preservation of Credited Service of employees who work under the coverage of that Trust and this Trust.*

4. **Contributions.** *The contributions by the Employer to the Pension Fund shall be as follows:*

Effective July 1, 1969: 15¢ per hour

Effective July 1, 1970: 16¢ per hour

Effective July 1, 1971: 19¼¢ per hour

Effective July 1, 1972: 22¼¢ per hour

Effective July 1, 1973: Up to an additional 3¢ per hour (maximum 25¼¢ per hour)

Effective July 1, 1974: Up to an additional 3¢ per hour (maximum 28¼¢ per hour)

Effective July 1, 1975: Up to an additional 1¾¢ per hour (maximum 30¢ per hour)

5. **Other Pension Plans.** The Employer retains the exclusive right to alter, amend, cancel, or terminate any company-sponsored pension plan or employee-retirement plan which existed prior to participation in this Pension Fund.

6. **Laws and Regulations.** The Trust Agreement and the benefits to be provided under this Pension Plan hereinabove referred to and all acts pursuant to this Agreement and pursuant to such Trust Agreement and Pension Plan shall conform in all respects to the requirements of the Treasury Department, Bureau of Internal Revenue, and to any other applicable state or federal laws and regulations.

C. **RETIREE MEDICAL AND PRESCRIPTION COVERAGE.**

1. The hourly contributions as set forth below shall be made into the Southern California Retail Clerks Union and Drug Employer General Trust Fund *to continue* to provide medical and prescription coverage for employees retired under the Southern California Retail Clerks Union and Drug Employer Pension Fund:

Effective July 1, 1969: 1¢ per hour

Effective October 1, 1969: 3¢ per hour

Effective July 1, 1970: 2¢ per hour

2. Benefits for these retirees shall be determined by the *Trustees of the General Trust Fund* and shall be the same insofar as possible as benefits provided by plans of the local unions of these employees.

3. The Trustees shall be directed to study the present retiree medical and prescription program for the purpose of developing such prudent and necessary changes in the present benefits and eligibility rules as will insure the continuation of a maximum level of benefits on an equitable basis to the extent that funds permit.

D. **SUPPLEMENTAL UNEMPLOYMENT AND DISABILITY BENEFITS.**

1. The Employer will continue the present contribution of two cents (2¢) per straight-time hour worked into the Southern California Retail Clerks Union and Drug Employer General Trust Fund for the purpose of providing supplemental unemployment benefits and supplemental disability benefits to employees. The coverage to be provided shall be determined by the Trustees of such Fund and limited to such benefits as can be purchased by the contributions provided for above, except that the combined State and supplementary benefits for disabled persons shall not exceed an amount equal to eighty percent (80%) of the weekly straight-time earnings for persons who receive benefits under the State Disability or Workmen's Compensation Laws and for unemployed persons shall not exceed an amount equal to sixty-five percent (65%) of the weekly straight-time earnings for persons who receive benefits under the State Unemployment Laws. The Trustees of the Fund shall adopt rules and regulations, in addition to the eligibility requirements of the state program, to prevent excessive drain on the Fund. Specifically excluded from eligibility for supplemental unemployment benefits shall be:

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(a) Employees unemployed because of a strike by employees covered hereby.

(b) Employees unemployed because they are discharged for misconduct or who quit voluntarily without good cause as determined by the procedures of the Department of Employment.

(c) Employees who subsequently clear their disqualification for State benefits under Paragraph (b) above, shall regain their eligibility for supplementary benefits, subject to rules and regulations adopted by the Trustees.

2. The Trustees may establish different benefits for clerks and pharmacists, taking into consideration the fact that pharmacists generally are seldom unemployed and therefore that increment of the contribution which would ordinarily be utilized for supplementary unemployment benefits shall be added to the appropriate portion when distribution is made of the pharmacists' disability and workmen's compensation benefits. Should the increment and portion of the contribution as stated above not produce 80% of the pharmacist salary then an amount which will reflect the utilization of the two increments shall be used to establish the level that the funds permit, *as determined by the Trustees.*

3. Unemployed persons who receive Supplementary Unemployment Benefits under this Agreement shall have full coverage under the Health and Welfare program set forth under Paragraphs A 3, 4, 5, 6, 7 and 8, above, and the Death Benefit set forth under Paragraph E, below, for which the Supplementary Fund shall pay an amount sufficient to cover the entire cost of providing such benefits. The amount paid pursuant to this paragraph shall be provided by reducing the amount otherwise due to the employee to the extent necessary to make such payments.

4. The Trustees are authorized to adopt other methods of calculation of supplementary benefits which will yield substantially the same benefits as set forth in Paragraphs 1, 2 and 3 above.

E. DEATH BENEFIT FUND.

1. Effective *July 1, 1969,* the Employer agrees to *continue* the contribution of two cents (2¢) on all straight-time hours worked by all employees covered by this Agreement to the Southern California Retail Clerks Union and Drug Employer Death Benefit Fund, which shall be trusteed and administered in accordance with the existing law and the Trust Agreement. *This contribution shall be discontinued as of October 1, 1969,* but the death benefits to be provided by this Trust Fund shall be maintained for the duration of this Agreement and the Employer agrees to contribute whatever amount is determined to be necessary by the Trustees of said Trust Fund to provide for such maintenance.

2. Such Trust shall be administered by the administration office of the Southern California Retail Clerks Union and Drug Employer Pension Fund. *All contributions made to this Trust and the existing reserves shall be used for the sole purpose of providing death benefits for eligible employees, their spouses and dependents.*

3. The Death Benefit Fund shall provide benefits to employees, their spouses and dependents who are eligible under the eligibility rules of the Health and Welfare Trust Fund provided for in this Agreement, on the basis of a five thousand dollar ($5,000) death benefit for such employee and a one thousand dollar ($1,000) death benefit for such spouse and dependents, effective for deaths occurring on or after July 1, 1969.

4. The Death Benefit Fund shall also provide death benefits for retired employees receiving pension benefits under the Southern California Retail Clerks Union and Drug Employer Pension Fund, as follows:

a. For retired employees who received pension benefits prior to July 1, 1969, the death benefit is based on the formula of twenty-five (25) times such employee's monthly basic pension benefit, excluding any cost-of-living adjustments, provided that the death benefit shall not be less than one thousand dollars ($1,000) in any event. The above formula applies to the basic pension benefit for the individual and is not to be affected by the retiree's election of any alternative pension payment of Co-Annuity, Social Security Integration or Early Retirement.

b. For retired employees whose pension benefits start on or after July 1, 1969, the death benefit shall be based on a formula agreed upon by the Trustees that will produce a death benefit in direct proportion to that produced in Paragraph 4-a, above, when calculated on the monthly basic benefit in effect at the time of death. The death benefit for such retired employees shall not be less than one thousand dollars ($1,000) or more than two thousand five hundred dollars ($2,500) in any event. The above formula applies to the basic pension benefit for the individual and is not to be affected by the retiree's election of any alternative pension payment of Co-Annuity, Social Security Integration or Early Retirement.

c. Retired employees who have received or are eligible for the total and permanent disability benefit provided for in Paragraph 5 below, shall not be eligible for the benefit provided in Paragraphs 4-a and b, above.

5. Effective January 1, 1970, the provisions for total and permanent disability shall be revised to provide that a beneficiary who becomes permanently and totally disabled, as established to the satisfaction of the Trustees, shall continue to be eligible for the five thousand dollar ($5,000) death benefit in accordance with the rules established by the Trustees. This provision shall not apply to spouses, dependents or retirees, unless a retiree became eligible to apply for this benefit prior to his retirement date.

F. VACATION TRUST FUND.

1. The Southern California Retail Clerks Union and Drug Employer Vacation Trust shall be continued for the life of this Agreement, and shall be administered by the Administration Office of the Southern California Retail Clerks Union and Drug Employer Pension Fund.

2. The one cent (1¢) hourly contribution to such Fund was discontinued on April 1, 1968, by Trustee action. The reserves of the Trust shall continue to be utilized for the purpose of providing the vacation pay benefits for eligible employees set forth in

Paragraph 3, below. The vacation pay benefits to be provided by the Vacation Trust Fund shall be maintained for the duration of this Agreement, and the Employer agrees to contribute whatever amount is determined to be necessary by the Trustees of said Fund to provide for such maintenance.

3. For the purpose of providing vacation pay, service in the drug industry is defined as service with Employers signatory to this Agreement, or predecessor agreements covering retail drug stores in Southern California. Benefits shall be provided by the Vacation Trust Fund to eligible employees on the basis of two (2) weeks' vacation pay after two (2) years' service in the drug industry, as defined above; three (3) weeks' vacation pay after five (5) years of such service, *and effective on or after the employee's anniversary date occurring on or after January 1, 1970, four (4) weeks vacation pay after fifteen (15) years of such service;* provided, however, that no employee shall be eligible for benefits from the Vacation Trust Fund unless and until said employee has qualified to receive a vacation under Article V, Paragraphs A, B, or C, above, from his Employer; and provided further, that no employee shall be entitled to benefits from the Vacation Trust Fund to the extent that he is entitled to receive vacation benefits directly from his Employer on account of service with that Employer. In no event shall there be any duplication of vacation pay by the Trust with respect to vacation benefits received from the individual employer. The rules and requirements regarding breaks in service resulting in loss of Credited Service shall be identical to those established in the Southern California Retail Clerks Union and Drug Employer Pension Fund.

4. The Vacation Trust Fund shall not provide benefits to an employee who is terminated for admitted or proven dishonesty.

G. PAYMENT OF CONTRIBUTIONS.

1. Payment of contributions by the Employer required to be made to the trusts established under this Article XXII shall be made on or before the twentieth (20th) day of each month based upon *all straight-time hours worked or paid for not to exceed 40 hours in any one week* during the preceding month by each employee covered by this Agreement. Such payments shall be accompanied by a list of the names of the employees for whom such contribution is made, showing the number of hours worked *or paid for as set forth above* by each such employee during the preceding month. Time during vacation periods *(including vacation pay upon termination)*, sick leave, jury duty, *funeral leave* and holiday absences which is paid for as provided for under this Agreement and all work performed on Sundays and holidays, exclusive of daily or weekly overtime, shall be considered as time worked, to which the provisions of this Article shall apply. Contributions shall not be made for vacation payments made on the basis of industry experience as set forth in Article V, Paragraph D, and unused sick leave paid in accordance with Article XV, Paragraph E. The Employer, by payment of the amounts provided for in this Article, shall be relieved of any further liability and shall not be required to make any further contributions to the cost of the benefits, either in connection with the administration of the plans or otherwise. The last payment due under this Agreement shall be made on or before the twentieth (20th) day of July, 1973 for the month of June, 1973.

2. The Trustees are hereby authorized to institute periodic audits of Employers' contributions to ascertain whether such contributions have been and are being made, fully and accurately.

If any such audit should disclose either an under-reporting or non-reporting of required contributions, the Trustees, at their sole discretion, may assess all or a portion of the audit expenses against such Employer, which the Employer hereby agrees to pay. The Trustees may add reasonable interest charges to any unpaid contributions and such interest charges shall also be paid by the Employer.

If it should become necessary to institute legal action against a contributing employer to collect unpaid contributions, the Trustees, in their sole discretion, may assess all or a portion of attorneys' fees and court costs against the Employer, in addition to any audit expenses. The Employer hereby agrees to pay such attorneys' fees and court costs.

The Employer agrees to make all pertinent books and payroll records available to the Trustees, or their agents, for their inspection in the conduct of any audit performed pursuant to this Article.

H. BUSINESS EXPENSES.

It is understood that the provisions of this Article are being entered into upon the condition that the payments made by the Employer hereunder shall be deductible as business expenses under the Internal Revenue Code as it presently exists or as it may be amended subsequent to the date of this Agreement and under any similar applicable state revenue or tax laws.

I. SOUTHERN CALIFORNIA-WIDE TRUST FUNDS.

1. Voting Procedure.

a. For the Pension Fund, the General Trust Fund, the Death Benefit Fund and the Vacation Fund, the number of Employer and Union Trustees shall be increased to four each, with Daylin, Inc., Drug King, Inc., Sav-On Drug and Thrifty Drug Stores Co., Inc. each entitled to appoint a Trustee and his successors.

b. The two Unions having the greatest number of employee hours contributed into the funds by the Employers, shall each appoint one Union Trustee and their successors, to the Trust Funds. The nine Unions (Locals 137, 324, 770, 899, 905, 1167, 1222, 1428 and 1442) shall, by unanimous vote, appoint the other two Union Trustees and their successors. Either or both of the latter two Trustees, or their successors, may be removed and replaced by a majority vote of the nine Unions for cause.

c. Until the four Employer and four Union Trustees have been appointed as described above, the three Employer and the three Union Trustees appointed under the procedures contained in the 1964–1969 Retail Drug Agreement shall continue as Trustees of the Trust Funds, with all of the rights and obligations such appointments impose.

d. The Union and the Employer hereby direct the Trustees of the various Trust Funds to

institute a study to ascertain whether or not the administration of the Funds can be made more efficient and economical without providing less service or benefits to the beneficiaries. Such a study will include, but not be limited to:

(1) The location of the administration office.

(2) Replacement, deletion or addition to the administration staff.

(3) Replacement of advisors to the fund; namely, actuaries, the attorney, the investment counsellor, and the corporate co-trustee.

(4) Voting procedures of the Trustees.

The cost of such study will be borne by the various Trust Funds allocated by the Trustees on a fair and equitable basis. Any issue arising from the foregoing study which is not agreed upon by a unanimous vote of the Trustees, will be subject to the arbitration procedures contained in Article XIV herein.

2. **Merging of Funds.**

a. The Trustees are authorized and directed to make a study as to the feasibility of merging one or more of the Trust Funds which presently provide the Death Benefit, Industry Vacation Benefit, Supplementary Benefits and Health and Welfare for Retirees into a common Trust Fund, as well as pooling the reserves of such Trust Funds with the purpose of ascertaining the most efficient methods for the utilization of said funds from these various Trusts.

b. In the event the Trustees find it desirable to do so, and in the event such a merger is legally possible, the Trustees may take such action as is required to merge said Trust Funds into a common Trust Fund and all contributions from the Employers due to said Trust Funds will thereafter be paid to said common Trust Fund in lieu of to the aforementioned Trust Funds.

J. ACCEPTANCE OF TRUSTS.

1. The Employer and the Union hereby accept the terms of the existing Health and Welfare Trust, General Trust, *Death Benefit, Vacation* and Pension Trust Agreements. By this acceptance the Employer agrees to and shall become a party to each of said Trusts with the same force and effect as though the Employer had executed each original Declaration of Trust.

2. Any amendments that from time to time may be made thereto, including the creation of supplementary trusts to handle any of the funds referred to in this Agreement, shall be binding upon the Employer.

3. The Employer hereby specifically ratifies the appointment of Trustees made by the Employers *as set forth in Paragraphs A-1 and I*, above, designates and appoints them or their successors, as his Trustees, and authorizes them to act in such capacity. Successor Trustees shall be appointed by the same parties *as their predecessors.*

ARTICLE XXIII
EXPIRATION AND RENEWAL

This Agreement shall be in effect from *July 1, 1969,* to and including *June 30, 1973,* and shall continue from year to year thereafter unless either party shall give written notice to the other at least sixty (60) days prior to the expiration date of *June 30, 1973,* or at least sixty (60) days prior to any subsequent June 30 of any succeeding year of its desire to alter, amend, or terminate this Agreement.

SIGNED.....DAY OF.....,19.....

FOR THE EMPLOYER:

.....
(Corporation, partnership, individual)

dba.....

.....

By.....
(name) (title)

Address.....

City.....Phone.....

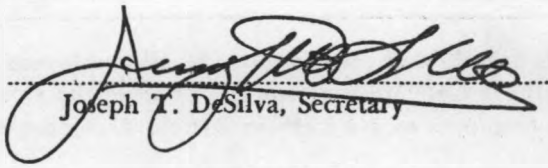
NAMES OF PARTNERS:

.....

.....

FOR THE UNION:

RETAIL CLERKS UNION, LOCAL 770



.....
Joseph T. DeSilva, Secretary

By.....
(Field Representative)

P.O. Box 770
Hollywood 28, California
666-4470

APPENDIX A

RETAIL DRUG AGREEMENT
HOURLY, WEEKLY, OVERTIME AND SUNDAY WAGE RATES

July 1, 1969 through July 5, 1970

	Hourly Rates	Overtime	40 Hours	48 Hours	Sunday Hourly Rates	40 Hours Including Sunday
1. DRUG CLERKS WITH EXPERIENCE PRIOR TO OCTOBER 1, 1969*						
Experienced Clerks	$3.11	$4.665	$124.40	$161.72	$4.11	$132.40
Apprentices						
1st 3 months	1.865	2.7975	74.60	96.98	2.7975	82.06
2nd 3 months	2.175	3.2625	87.00	113.10	3.175	95.00
3rd 3 months	2.49	3.735	99.60	129.48	3.49	107.60
4th 3 months	2.80	4.20	112.00	145.60	3.80	120.00
2. DRUG CLERKS WITHOUT EXPERIENCE PRIOR TO OCTOBER 1, 1969						
Experienced Clerks	2.56	3.84	102.40	133.12	3.56	110.40
Apprentices						
1st 3 months	1.80	2.70	72.00	93.60	2.70	79.20
2nd 3 months	1.98	2.97	79.20	102.96	2.97	87.12
3rd 3 months	2.17	3.255	86.80	112.84	3.17	94.80
4th 3 months	2.36	3.54	94.40	122.72	3.36	102.40
3. PHARMACISTS	7.45	11.175	298.00	387.40**	7.45	298.00
4. INTERNS						
Undergraduate	4.11	6.165	164.40	213.72	4.11	164.40
Graduate (Not Licensed)	5.11	7.665	204.40	265.72	5.11	204.40

*This schedule of rates applies to all employees who have worked under the Retail Drug Agreement in Southern California at any time during the five years immediately preceding his or her employment by the employer as set forth in Article VI, Paragraph A-4.

**The rate for a regular six-day pharmacist is in Paragraph D of Article XI.

July 6, 1970 - June 30, 1973

NOTE: The wage schedules effective in July of 1970, 1971 and 1972 will be established in accordance with the provisions of this Agreement and forwarded to the parties.

APPENDIX B

CHART FOR RECOGNITION OF PRIOR EXPERIENCE

AS SET FORTH IN ARTICLE VI-A-3

Type of Prior Experience	EXPERIENCE WITHIN 5 YEARS PRIOR TO EMPLOYMENT		EXPERIENCE BEFORE 5 YEARS PRIOR TO EMPLOYMENT	
	Experience under Retail Clerks Contract in California	Other experience inside or outside of California	Experience under Retail Clerks Contract in California	Other experience inside or outside of California
Drug Store or Drug Department	Full	520 hours less	520 hours less	None
General Merchandise Department in a Food Store	Full	520 hours less	520 hours less	None
Discount Store (same or substantially the same work)	Full	520 hours less	520 hours less	None
Liquor (for liquor work under this contract)	Full	520 hours less	520 hours less	None
Comparable experience in the same or substantially the same work as performed under this contract	Full	520 hours less	None	None
Food Store (other than general merchandise)	520 hours less	None	None	None

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BLS 2452

Budget Bureau No. 44-R0003.
Approval expires March 1971.

U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS
WASHINGTON, D.C. 20212

7300 I/A

August 7, 1970

AUG 24 1970 - 2cn.

Retail Clerks International Association
Box 770
Hollywood, California

Gentlemen:

We have in our file of collective bargaining agreements a copy of your agreement(s) covering Retail Drug Store Operators, located in Los Angeles, California and other locations and the Retail Clerks International Association local #770 and 8 other locals. The agreement we have on file expired in June 1969.
Would you please send us a copy of your current agreement--with any supplements (e.g., employee-benefit plans) 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. We would also appreciate your sending us copies of your Health Insurance and Pension agreements.
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,

Geoffrey H. Moore

GEOFFREY H. MOORE
Commissioner

PLEASE RETURN THIS LETTER WITH YOUR RESPONSE OR AGREEMENT(S).

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 3,360 (Local 770) 8,940 (Total So. Calif.)

2. Number and location of establishments covered by agreement 225 (Local 770) 566 (Total Southern California)

3. Product, service, or type of business Retail Drug Stores

4. If previous agreement has been extended without change, indicate new expiration date

Hugo Morris
(Your name)

Research Director
(Position)

P. O. Box 770
(Business Address)

Hollywood, California 90028
(City and State)