

# Agreement

*between*

Local 1199  
DRUG and HOSPITAL  
EMPLOYEES UNION  
AFL-CIO

*and*

*and*

ITS MEMBERS

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*Print name of partnership, corporation or individual owner*

D/B/A

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AGREEMENT made as of this 1st day of October, 1963, by, and between Local 1199, DRUG and HOSPITAL EMPLOYEES UNION, AFL-CIO, with its office at 300 West 45th Street, in the Borough of Manhattan, City of New York, hereinafter referred to as the "Union" and

hereinafter referred to as the "Association," and the members thereof whose names appear on the list furnished by the Association to the Union, authorizing the Association to negotiate and bind them to a collective bargaining agreement, severally and individually, covering wages, hours and other terms of employment of their employees covered by this agreement, hereinafter, for convenience, collectively referred to as the "Employer" or "Employers."

W I T N E S S E T H :

WHEREAS, the Association is composed of persons, firms and corporations engaged in the retail drug business; and

WHEREAS, the Union is a labor organization composed of employees employed in the retail drug business and represents a majority of the employees employed by the Employers; and

WHEREAS, the parties hereto desire to cooperate in establishing conditions in the retail drug business which will tend to secure to the employees a living wage and eliminate unfair conditions of labor and to provide methods for a fair and peaceful adjustment of all disputes that may arise between the parties hereto or between the Employers and their employees;

NOW, THEREFORE, in consideration of the premises and of the promises herein contained, the Union and the Association and the Employers, each on his own behalf, agree as follows:

FIRST: This agreement shall be binding upon the Union and the Association and each and every one of the Employers, but shall apply only to those drug stores operated by said Employers in the City of New York and Nassau and Suffolk Counties.

The Association obligates itself and each of the Employers obligates himself, severally and individually, that each of them will live up to the provisions of this agreement in good faith, and the Union obligates itself in good faith for all its members that it will live up to the provisions of this agreement.

The words "Employer" or "Employers," as and wherever used in this agreement, and the pronouns "he" or "his" used in connection therewith, are intended to and apply to each Employer signatory to this agreement, whether such Employer is an individual, copartnership or corporation.

The words "employee" or "employees," as and wherever used in this agreement and the pronouns "he" or "his" used in connection therewith are intended to apply to each employee covered by this agreement, whether male or female, full-time or part-time.

The term "drug store" as and wherever used in this agreement also includes and shall also mean "pharmacy."

## RECOGNITION

SECOND: The Association and each Employer hereby recognize the Union as the sole and exclusive representative of the employees of each of said Employers in respect to rates of pay, wages, hours and other conditions of employment.

## UNION SHOP

THIRD: A. All present employees of each Employer who are members of the Union shall maintain their membership in good standing in the Union as a condition of continued employment.

B. All present employees who are not members of the Union shall become members of the Union thirty (30) days after the effective date of this agreement or after the execution of this agreement whichever is later and shall thereafter maintain their membership in good standing in the Union as a condition of continued employment.

C. All new employees who are hereafter hired shall become members of the Union thirty (30) days after the beginning of their employment and shall thereafter maintain their membership in good standing in the Union as a condition of continued employment.

## HIRING

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FOURTH: A. Each Employer agrees that in the event he requires new or additional employees, he will hire such employees through the Employment Office of the Union.

In the event that the Union Employment Office is unable to supply employees satisfactory to the Employer within forty-eight (48) hours after a request therefor, the Employer shall be free to hire the employees needed in the open market. In such event the Employer shall promptly notify the Union of such hiring.

The Employment Office shall be operated by the Union on a non-discriminatory basis and referrals by the Union Employment Office shall not be based on or in any way affected by Union membership, by-laws, rules, regulations, constitutional provisions or any other aspects or obligations of Union membership, policies or requirements.

Selection of applicants for referrals to jobs shall be on a non-discriminatory basis as hereinabove set forth in conformance with the National Labor Relations Act as amended. In making such selection the

Union Employment Office may, in view of the nature and special characteristics and requirements of the retail drug industry, give consideration to matters such as, but not limited to, competence, experience, reputation for good character, honesty and integrity, reliability and language requirements.

The Employer shall retain the right to reject without discrimination any job applicant referred by the Union Employment Office.

The parties hereto agree that each of them will post notices of the provisions relating to the functioning of the within hiring arrangements and safeguards relating thereto in places where Notices to employees and applicants for employment are customarily posted in their respective establishments.

A Joint Appeals Board shall be established consisting of a representative of the Union and a representative of the Association. Any employee or person, claiming to have been discriminated against in the operation of the hiring arrangement of this agreement, shall have the right to file a written complaint with such Board. Upon receiving any complaint the Board shall immediately investigate and ascertain the facts constituting such complaints and make a decision thereon which shall be final and binding upon all parties. Should the Joint Appeals Board fail or be unable to arrive at a decision on any complaint, they shall promptly refer the matter to arbitration before the Impartial Arbitrator whose decision shall be final and binding upon all parties.

B. In order to make possible the proper recruitment and training of sales clerks and cosmeticians, and to correct the ethnic imbalance presently existing in the employment of these categories, it is agreed that the steps already taken by the Union and the Associations are hereby formalized and acknowledged in this agreement and the following provisions made to effectuate the program:

1. The Associations and the Union hereby establish a Board of Examiners composed of four (4) representatives from the employers and four (4) representatives from the Union. The Board shall now consist of Bernard Feldman, Benjamin L. Gudes, Moe Weiss and Jerry Pitkow representing the employers and George Glotzer, Phil Kamenkowitz, Henry Plotnick and Edward Bragg representing the Union, and Burton B. Turkus as Impartial Chairman. Their decisions shall be arrived at by majority vote. If any vacancy shall occur the then remaining Board members, from such side in which the vacancy occurs, shall appoint the replacement.

2. The Board of Examiners shall establish and supervise a Training Program in order to recruit, place on jobs and train sales clerks and cosmeticians.

3. The Training Program will operate on a non-discriminatory basis. However, it is agreed that until the imbalance relating to Negroes and Puerto Ricans is corrected, such factor shall be given due consideration in the selection of trainees.

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4. In the event that the Union claims that an employer is not fulfilling his obligation to train future sales clerks or cosmeticians, the Union shall refer the matter to the Board of Examiners whose decision shall be binding on the parties.

5. In the event that at any time after the 30 day trial period has expired, the employer desires to discharge the trainee for inadequacy or incapacity of achieving the status of a qualified sales clerk or cosmetician and the matter is not resolved to his satisfaction with the Union, the employer may refer the matter to the Board of Examiners whose decision shall be binding upon the parties.

6. The trainee is obligated to and shall attend classroom training for ten (10) hours a week for a period of four (4) months. During this period the employer shall arrange the trainee's schedule so that he works thirty (30) hours per week and is enabled to attend class. During the period of time the employee attends class, his salary shall be pro-rated on the basis of the trainee minimum, but in no event shall he be paid less than \$50.00 per week coupled with and including any allotment he may receive under the Federal Manpower Development and Training Act. If any government agency shall allow a sum of money for on-the-job training, such sums shall be paid to the employer to the extent permitted by law.

7. This program shall become operative in Nassau and Suffolk Counties only at such time as classroom training as set forth in sub-paragraph 6 above or such other program of training as may be mutually agreed upon between the Union and the Nassau-Suffolk Pharmaceutical Society is established and available to trainees within Nassau and Suffolk Counties.

### WAGES

FIFTH: A. Each Employer hereby agrees to pay to each of his employees in the categories hereinbelow set forth an increase in his weekly salary or wages as follows on the effective dates indicated:

	10/1/63	10/1/64	10/1/65
Registered Pharmacists .....	\$6.50	\$6.50 ✓	\$7.00
Supervising Pharmacists: In addition to the above increases shall receive:			
If employed by a widow, or an estate wherein a widow is a beneficiary operating one (1) store ..	2.50	.....	2.50
All other supervising pharmacists ..	3.00	3.00	4.00
Drug and Cigar Sales Clerks			
Five (5) years experience or more ..	5.00	5.00 ✓	5.00
Two (2) years up to five (5) years experience .....	3.00	3.00 ✓	4.00
Cosmeticians			
Five (5) years experience or more ..	5.00	5.00 ✓	5.00

	10/1/63	10/1/64	10/1/65
One (1) year up to five (5) years experience .....	\$3.00	\$3.00 ✓	\$4.00
Trainees .....	3.00	3.00 ✓	4.00
Head Sodaman in a food operation doing an average daily business of \$200 or more .....	5.00	5.00	5.00
Head Sodaman in a food operation doing an average daily business of \$150 up to, but not including \$200 .....	4.00	4.00	4.00
Soda Sales, Counter Waitresses, Waitresses, Cartmen, Food Deliverymen ..	2.00	2.00 ✓	2.00
All Porters (Fountain or Drug), Drug Deliverymen and Cashiers .....	2.50	2.50 ✓	2.50
Drivers .....	2.50	2.50 ✓	2.50
Check-out Clerks .....	3.00	3.00 ✓	4.00
Stockmen: (Are those who spend the major part of their time doing stock work in a large volume store; all others are to be given the increases under the porter classification). .....	3.00	3.00 ✓	4.00
Warehousemen .....	3.00	3.00 ✓	4.00

In the event the parties cannot agree on the amount of the wage increase to any employee whose duties do not fall into any one of specific categories, as hereinabove listed, the matter shall be referred to Burton B. Turkus for arbitration.

The weekly salary or wage increase as of October 1, 1963, and thereafter as of October 1, 1964, and October 1, 1965, shall be negotiated between the Union and the Association in good faith for the employees of any Employer working in categories not herein specifically listed. Should the Union and the Association fail or be unable to arrive at agreement with respect to such increase or increases the matter shall be submitted to arbitration in accordance with the terms and provisions of this agreement.

The increase or increases for any other employees working in categories not herein specifically listed, shall be paid each week to such employee or employees entitled thereto commencing with the effective date fixed herein for such increase, to wit, the first increase to be paid as of October 1, 1963, the second increase to be paid as of October 1, 1964 and the third increase to be paid as of October 1, 1965.

B. Effective October 1, 1963, October 1, 1964 and October 1, 1965, the hourly rates for all part-time employees in each category, other than pharmacists who work less than eight (8) hours on any day, shall be increased on each of the aforesaid dates by an amount determined by dividing the weekly salary or wage increase for the category by the forty (40) hour work-week.

The hourly rate for part-time pharmacists shall be increased by the aforementioned formula except that on each day they work less than eight (8) hours their rate shall be additionally increased by the amount of the premium pay established at that time.

C. Anything in this agreement to the contrary notwithstanding, in any case where the Union claims that a cashier performs services which are in part substantially those of a drug clerk, cigar sales clerk or cosmetician, the Union and the Association shall consider such claim with the view of determining what the weekly salary or wage of such cashier should be. Should the Union and the Association fail or be unable to arrive at agreement with respect to such cashier's weekly salary or wage, the matter shall be submitted to arbitration in accordance with the terms and provisions of this Agreement.

### MINIMUM WAGES

SIXTH: A. The following minimum salary or wage is hereby established for the categories hereinbelow listed and each employer agrees to pay in each of the stated periods not less than such minimum salary or wage for a forty-hour five-day work week:

1. Registered Pharmacists:	10/1/63	10/1/64	10/1/65
(With one (1) year or more experience as a registered pharmacist in a drug store) .....	\$146.50	\$153.00	\$160.00
Registered Pharmacists:			
(With less than one (1) year but more than six (6) months experience as a registered pharmacist in a drug store) .....	141.50	148.00	155.00
Registered Pharmacists:			
(With less than six (6) months experience as a registered pharmacist in a drug store) .....	136.50	143.00	150.00
Premium Pay:			
Pharmacists who work part-time shall receive the premium pay indicated on any day on which they work less than eight (8) hours ....	.10	.20	.25
	per hour	per hour	per hour
Supervising Pharmacists:			
If employed by a widow or an estate wherein a widow is a beneficiary operating one store .....	\$149.00	\$155.50	\$165.00
All other Supervising Pharmacists	149.50	159.00	170.00

2. Drug and Cigar Sales Clerks:	10/1/63	10/1/64	10/1/65
Apprentices and Trainees with no prior experience .....	\$53.00	\$56.00	\$60.00
After four (4) months experience	57.00	60.00	64.00
After eight (8) months experience	61.00	64.00	68.00
After twelve (12) months experience .....	65.00	68.00	72.00
After sixteen (16) months experience .....	70.00	73.00	77.00
After twenty (20) months experience .....	76.00	79.00	83.00
After twenty-four (24) months experience .....	83.00	86.00	90.00
After five (5) years experience ....	90.00	95.00	100.00

A trainee is a drug or cigar sales clerk with less than two (2) years experience in a drug store.

An apprentice is a student in a college of pharmacy with less than two (2) years experience in a drug store. For the purpose of computing experience an apprentice shall be credited with a forty (40) hour week for every thirty (30) hours of work.

3. Cosmeticians:	10/1/63	10/1/64	10/1/65
Trainees with no prior experience	\$53.00	\$56.00	\$60.00
After three (3) months experience	57.00	60.00	64.00
After six (6) months experience	61.00	64.00	68.00
After nine (9) months experience	67.00	70.00	74.00
One (1) year but less than five (5) years experience .....	74.00	77.00	81.00
After five (5) years or more experience .....	78.00	83.00	88.00
4. Sodamen and Sodawomen .....	61.00	62.00	63.00
5. Cashiers & Non-Fountain Porters ....	63.50	66.00	68.50
6. Fountain Porters, Pantrymen & Dishwashers .....	60.50	63.00	65.50
7. Waitresses .....	.95	1.00	1.05
	per hour	per hour	per hour
8. Stockmen:			
(Who spend a major part of their time doing stock work in a large volume store) .....	64.00	67.00	71.00

The minimum weekly salary or wage for employees working in categories not herein specifically listed or provided for shall, as of October



1, 1963 and thereafter as of October 1, 1964, and October 1, 1965, be negotiated in good faith by the Union and the Association. Should the Union and the Association fail or be unable to arrive at agreement with respect to such minimum weekly salary or wage for said employees the matter shall be submitted to arbitration in accordance with the terms and provisions of this agreement and the award of the Impartial Arbitrator shall be effective as of the dates fixed herein.

B. In each of the aforesaid periods, employees receiving salaries or wages less than the minimum provided for in paragraph "A" hereof, shall be increased to said minimum; employees receiving salaries or wages equal to or in excess of the minimum provided for in paragraph "A" hereof, shall continue to receive their weekly salary or wages without reduction.

C. The minimum hourly rates of part-time employees, other than pharmacists who work less than eight (8) hours on any day, shall for each category of the aforesaid periods, be prorated by dividing the minimum salary or wages fixed for the category by the forty (40) hour work-week.

The minimum hourly rates for part-time pharmacists working less than eight (8) hours on any day, shall be determined for that day by adding the appropriate premium rate to the hourly rate arrived at in the preceding formula.

D. Any new employees hired by the Employers during the term of this agreement shall be started at a salary or wage of not less than the minimum fixed for the category in which the employees shall be employed. The minimum salary or wage for any new employee hired to do work which is not included in any of the categories specifically enumerated in this agreement shall be the lowest salary or wage paid any of the employees doing similar or related work.

E. The Employer shall pay to his employees the commission on cosmetic merchandise which he receives from the manufacturers or distributors of such merchandise. The commission shall be paid to such employees only on such cosmetic merchandise which the employees actually sell.

However, where the practice in any store has heretofore been to pay all commissions on the sale of cosmetic merchandise to an employee Cosmetician or Cosmeticians covered by the agreement, it shall be continued. In such event, commissions shall not be paid to other employees who may sell cosmetic merchandise.

Any complaints, grievance or dispute involving any question of cosmetic commissions or commission payments which the Union and the Employer fail or are unable to adjust shall be submitted to the Joint Committee to resolve the same. The Joint Committee shall be composed of three (3) representatives of the Association and three (3) representatives of the Union. Should the Joint Committee fail or be unable to resolve any such complaint, grievance or dispute the matter shall be

submitted to arbitration in accordance with the terms and provisions of this agreement.

It is specifically understood and agreed that any complaint, grievance or dispute involving any question of commissions or commission payments, other than cosmetic commissions and commission payments, shall, if unadjusted between the Union and the Employer, be submitted to arbitration in accordance with the terms and provisions of this agreement without first submitting the same to the Joint Committee.

F. Salaries or wages including overtime, if any, shall be paid at the end of each week. Commissions and/or bonuses, whenever earned and whenever payable, to which an employee may be entitled, shall not be deemed part of the weekly salaries or wages but shall be paid to said employees in addition to their weekly salaries or wages. Neither salaries or wages nor commissions and/or bonuses shall be reduced.

### HOURS OF WORK

SEVENTH: A. The work week for all employees shall be forty (40) hours per week, spread over five eight-hour days.

B. All work by an employee, including a part-time employee, over and above eight (8) hours in any day and forty (40) hours in any week and all work by an employee, including a part-time employee, on the sixth work day in any week, shall be deemed overtime and shall be paid for at time and one-half the regular rate of pay. No employee shall be required to work overtime except with the consent of the Union.

C. For the purpose of computing overtime pay in any week, a holiday to which an employee is entitled shall be deemed the equivalent of eight (8) hours work performed.

D. Each employee shall receive not less than two (2) days off each week, such days off to include at least one (1) Sunday every two weeks. Further, each employee, except soda men, shall in addition receive not less than one (1) evening off every week. Soda men shall work early or late shifts, the choice of shift to be on the basis of seniority.

E. Where an Employer employs only one Registered Pharmacist in a store which operates and is open for business on a full seven-day week basis, said employee may be required to work one full day during any one week, that is to say, for not more than thirteen (13) consecutive hours but in no event shall such employee be required to work in excess of forty (40) hours per week.

F. The hours of any registered pharmacist working a long day as hereinbefore set forth, in excess of eight (8) hours, shall be credited to such employee on a work day in such week.

G. Should any dispute with respect to unpaid overtime arise and should same be submitted to arbitration, the Impartial Arbitrator shall have the right to take into consideration whether or not the claimed overtime was authorized.

H. The Employers agree to prepare and post a schedule of working hours for each drug store and to supply a copy thereof to the Union within thirty (30) days from the date hereof. Said schedule shall be in accordance with the provisions of this agreement and in conformity with the New York State Labor Law. No permanent changes in said schedule shall be made without written notice to the Union. Except as herein otherwise provided, said schedule shall provide for either early shifts or late shifts. Early shifts shall end not later than nine (9) hours from the time the store is opened and late shifts shall begin not earlier than nine (9) hours before closing.

All split shifts are hereby forbidden.

I. Any claim for unpaid overtime compensation to which an employee may be entitled under and by virtue of the terms and provisions of this agreement shall be deemed waived unless such claim is made within one year from the date when such unpaid overtime compensation became due and payable.

#### SODA FOUNTAIN EMPLOYEES

EIGHTH: A. It is agreed that all employees working at the soda fountain, including waiters and waitresses, shall receive without cost to said employees, two (2) meals per day and breakfast, and part-time employees shall receive one meal per day. Said employees shall have their choice of all ready dishes. The Employers agree to supply uniforms and aprons to the soda fountain employees and uniforms to the waiters or waitresses, all without cost to them, and further, not to make any charge to said employees for any purpose connected with the work or for breakage, unless breakage is maliciously done.

B. Should an emergency arise with respect to soda fountain coverage and the Union Employment Office, upon application, shall fail to furnish temporary emergency help for the soda fountain within three (3) hours after a request therefor, the Employer shall have the right to hire such temporary emergency help and retain same until the Union Employment Office shall furnish the Employer with such help.

C. An employee hired for emergency relief shall be paid for not less than four hours' work.

#### VACATIONS

NINTH: A. All employees shall receive vacations with full pay between May 1st and September 30th each year as follows: If at or

during said vacation period an employee has been employed by the Employer and/or his predecessors six (6) months but less than one (1) year, five days' (5) vacation; one (1) year but less than ten (10) years, two (2) weeks' vacation; ten (10) years or longer, three (3) weeks' vacation.

Part-time employees shall be entitled to vacation with pay on the same basis as hereinabove set forth but pro-rated in the proportion that their work hours bear to the full work week in the category in which employed.

B. Absence due to sickness or any other involuntary absence shall not affect an employee's entitlement to full vacation with pay if such absence does not exceed one (1) week in the case of employees with one year's employment; one (1) month in the case of employees with two (2) years employment; two (2) months in the case of employees with three (3) years employment; three (3) months in the case of employees with five (5) years employment; four (4) months in the case of employees with seven (7) years employment; and, six (6) months in the case of employees with nine (9) years or more employment.

Any absence in excess of the absence above provided for may be deducted from vacation pay entitlement on a pro rata basis.

C. Vacations shall be given in the period between May 1st and September 30th of each year. Vacation pay shall be given to the employees at the time of their vacation. Choice of time as to an employee's vacation shall be on the basis of seniority and the mutual consent of the Employer and the employee. However, in scheduling the third week's vacation for those employees entitled thereto, the Employer may extend the vacation period hereinbefore mentioned to, but no later than, the end of the year in which the vacation accrues.

D. Any employee who resigns or who is laid off prior to the vacation period shall be entitled to pro rata vacation pay which shall be paid to such employee at the time of resignation or layoff. Solely for the purpose of computing such pro rata vacation pay under this paragraph, July 15th of each year shall be deemed the commencement of the vacation year for all employees who have already received one or more vacations. For those employees who have not for any reason received theretofore a vacation, the date of hiring shall be deemed the commencement of the vacation year. Any employee who resigns shall give his Employer one (1) week's notice to entitle him to pro rata vacation pay.

E. An employee, who has not completed his qualifying period of employment for maximum vacation under the vacation schedule of this agreement and takes his vacation prior to such completion of the qualifying period of employment, shall be paid his earned vacation pay up to the start of his vacation and the balance upon completion of the qualifying period of employment.

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## HOLIDAYS

TENTH: A. Each employee shall be off with full pay on all holidays that the drug store is closed and in no event shall an employee be off with full pay on less than five (5) holidays during each year, i.e. one (1) holiday with full pay for every ten (10) weeks of employment in each year.

B. The holidays to which the employees shall be entitled hereunder shall be selected from among the following: Lincoln's Birthday, Washington's Birthday, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, Christmas and New Year's Day. Choice of holidays from among those listed by an employee shall be on the basis of seniority and the mutual consent of the Employer and the employee. The holiday schedule shall be so arranged that an employee shall receive not less than two (2) of the afore-enumerated holidays with pay within each six (6) months' period of each year.

C. Should any of the afore-enumerated holidays to which an employee is entitled, fall on his day off or during his vacation, such employee shall, in addition to his regular pay, be paid for such holiday. Should any employee be called in to work on any holiday to which he is entitled, he shall, in addition to his regular day's pay, be paid for such holiday at the rate of time and one-half his regular rate.

D. Should a store be closed for Rosh Hashonna, Yom Kippur and/or Good Friday, the Employer may substitute these holidays, or any of them, in place of an equivalent number of the holidays hereinabove enumerated. Where a store is not closed Rosh Hashonna, Yom Kippur and/or Good Friday, an employee shall have the right to substitute these holidays or any of them in place of an equivalent number of the above-enumerated holidays.

E. Part-time employees shall be entitled to holidays with pay on the same basis as hereinabove set forth but pro-rated in the proportion that their work hours bear to the full work week in the category in which employed.

## DISCHARGE OR-LAY-OFF

ELEVENTH: A. No employee, including part-time employees, shall be discharged or laid off, nor shall the working hours of any employee be reduced, except upon good and sufficient cause and only with the consent of the Union; except, however, that the Employer may summarily discharge an employee for criminal or civil negligence or for dishonesty, which is hereafter referred to as "summary discharge." Should the Employer deem himself aggrieved because of the Union's refusal to consent to any discharge, lay-off, or reduction of working hours, of any employee, or should the Union deem itself aggrieved because of any "summary discharge" as hereinabove set forth, the

dispute shall be submitted to arbitration as hereinafter provided. Pending arbitration and rendition of a decision by the Impartial Arbitrator in all cases except where a "summary discharge" is involved, the employee or employees involved shall remain on their jobs. Should the Impartial Arbitrator find against the Employer on such "summary discharge," the employee involved shall be reinstated in his position with full back pay. In all cases except "summary discharge," or discharge or lay-offs under paragraph B and/or C of Article "Eleventh," should the Union consent to a discharge, lay-off or reduction of working hours, or should the Impartial Arbitrator sustain the Employer in any such discharge or lay-off, the employee involved shall be entitled to one (1) week's notice or its monetary equivalent.

B. If the employment of any employee is terminated by lay-off or discharge because of adverse business conditions or because of discontinuance of business, closing of the store, bankruptcy, whether voluntary or involuntary, an arrangement proceeding under Chapter XI of the Bankruptcy Act, or an assignment for the benefit of creditors, such employee or employees shall be entitled to the following severance pay, dependent on length of service with the Employer and/or his predecessors:

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Length of Service	Severance Pay
More than six (6) months and less than one (1) year	One (1) week's pay
One (1) year or more but less than two (2) years	Two (2) weeks' pay
Two (2) years or more but less than three (3) years	Three (3) weeks' pay
Three (3) years or more	Four (4) weeks' pay

Such severance pay shall be deemed deferred earnings of the employees involved and, further, shall in all legal proceedings be deemed preferred claims.

Should the Union, in any of the situations referred to in the within Paragraph B, refuse to content to a lay-off or discharge of any employee or employees, the matter shall be submitted to arbitration in the manner hereinafter provided, and, if the Impartial Arbitrator sustains the employer, the laid-off or discharged employee or employees shall be entitled to severance pay as aforementioned. Such severance pay shall also be paid, of course, to any employee or employees to whose discharge or lay-off the Union consents.

It is specifically understood and agreed that, where an employee's lay-off or discharge is due to the Employer's bona fide closing of his store, the Employer shall have the right in any arbitration proceeding to interpose his financial inability to pay severance pay claims as a defense, which issue shall be determined by the Impartial Arbitrator.

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C. If the Employer, because of the bona fide sale of his drug store or because of taking in of a partner, desires to discharge or lay off any employee, he shall do so only with the consent of the Union. If the Union refuses such consent, the Employer may submit the matter to arbitration as hereinafter provided, if he deems himself aggrieved. Should the arbitrator sustain the Employer in such discharge or lay-off because of the bona fide sale of his drug store or because of taking in of a partner, the employee involved shall be entitled to the following pay, dependent upon the length of service with the Employer and/or his predecessors:

Length of Service	Severance Pay
Less than one (1) year	One (1) week's pay
One (1) year but less than (2) years	Three (3) weeks' pay
Two (2) years but less than three (3) years	Four (4) weeks' pay
Three (3) years but less than eight (8) years	Six (6) weeks' pay

For each additional five (5) years of employment with the Employer and/or his predecessors, the employee involved shall be entitled to an additional one (1) week's severance pay.

In case of sale of store, both Seller and Buyer shall be responsible for severance pay.

D. The rule of seniority shall apply to all discharges or lay-offs under paragraph B and/or C or Article "Eleventh" within the classification or category in which the employee is employed.

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E. Where an employee is discharged or laid off under paragraph B and/or C of Article "Eleventh," he shall, in addition to the cash bonus hereinbefore provided, be placed on a preferential list for a period of one year from which vacancies or new positions in his classification or category may be filled by the Employer. Employees on such preferential list shall be rehired in the inverse order of their discharge or lay-off so that the last one discharged or laid off shall be the first one rehired. An employee so rehired shall be deemed restored to his seniority standing as of the time of his discharge or lay-off and his salary shall be the same as that received by other employees doing the same work at the time of his rehiring but in no event less than the salary received at the time he was discharged or laid off.

#### ANTI-DISCRIMINATION

TWELFTH: The Employers will not discriminate against any employee or prospective employee because of his membership or activities in the Union or because of his race, color, creed, sex, national origin, or political belief or affiliation.

## SENIORITY

**THIRTEENTH:** The Employers recognize and will apply the principle of seniority in all matters pertaining to the job. Seniority shall be based upon the total length of employment with the Employer and/or his predecessors. Should a lay-off be consented to by the Union or authorized by the Impartial Arbitrator, the last employee hired shall be the first laid off. Employees laid off shall be placed on a preferential list from which vacancies or new openings shall be filled and in the filling of vacancies or new openings, employees shall be rehired in the inverse order of their lay-offs at a salary which shall not be less than that received by them at the time of such lay-off. An employee's tenure on a preferential list shall terminate, if not rehired, at the end of one (1) year. A lay-off shall not be deemed an interruption of service for the purpose of this agreement.

## PROMOTIONS

**FOURTEENTH:** Should a promotional opening due to a vacancy or otherwise occur, preference shall be given for such position to the members of the Union in the store on the basis of seniority, provided in the judgment of the Employer, they are qualified to fill such position. The Employer's judgment in respect to an employee's qualifications shall be made without discrimination whatsoever. An employee promoted shall be on a four (4) weeks' probationary period to demonstrate his qualifications and if not retained therein, shall be restored to his old position.

## CONSCRIPTION

**FIFTEENTH:** The Employers agree to reinstate in his position with all rights and privileges, including cumulative salary increases and seniority status, any employees who shall have volunteered or been drafted into the United States Armed Services immediately upon his leaving such service provided, however, that such employee shall apply for reinstatement within ninety (90) days of his leaving such service. In such event, the Employer upon reinstatement of such an employee, shall have the right to dismiss without severance pay an employee in the same category having least seniority.

## CONCESSION

**SIXTEENTH:** A. Where an Employer is a partnership or a corporation and two or more partners or two or more corporate officers (stockholders), as defined and limited in Article "Eighteenth" of this agreement, work in any one of the Employer's drug stores, said Employer hereby agrees that he will not during the term of this agreement grant a concession in such drug store to any person, firm or corporation or



permit any person, firm or corporation to operate a concession in such drug store without the written consent of the Union. The Union's refusal to grant its consent shall be conclusive and shall not be subject to arbitration, anything in this agreement to the contrary notwithstanding.

The foregoing provision with respect to the requirement of the Union's consent for the granting of a concession shall not apply in any case where a concession has heretofore been granted and is in existence at the time of the execution of this agreement or in any case where the Employer is an individual proprietor or if a partnership or corporation only one partner or one corporate officer (stockholder) as defined and limited in Article "Eighteenth" works in the drug store of the Employer, it being understood that where less than two Employers work in any drug store a concession may be granted without the consent of the Union, provided however, that in no instance, shall the combined number of Employers and/or concessionaires working in any drug store exceed two.

B. Should the Union consent to the Employer's grant of a concession, and in any situation where the grant of a concession by the Employer is not by paragraph "A" hereof forbidden, it is specifically understood and agreed that no more than one (1) concessionaire shall work in such concession.

C. It is further agreed that the Employer shall and does hereby assume full responsibility for the performance of all of the terms and provisions of this agreement by any concessionaire in his store.

D. It is further understood and agreed that if the employees of the Employer have been covered for unemployment insurance benefits under the New York State Unemployment Insurance Law at or before the taking in of a partner or the granting of a concession by the Employer, as the case may be, said employees, including the employees working in the concession, shall continue to be covered for unemployment insurance benefits under the New York State Unemployment Insurance Law to the same extent as if no partner was taken in or concession granted; and the Employer further agrees to make the payments to the New York State Unemployment Insurance Fund necessary to continue such coverage for unemployment insurance benefits not only for the employees employed by him or the partnership but also for the employees employed by the concessionaire in the event that the concessionaire fails or refuses to make such payments.

In the event that the employer and/or the concessionaire shall fail to make the necessary unemployment insurance payments hereinbefore provided for and should an employee who would otherwise be entitled to unemployment insurance benefits lose such benefits by reason thereof, the Employer shall be obligated to make the employee whole for any losses so sustained.

## CLASSIFICATIONS

SEVENTEENTH: A. Annexed hereto and made a part hereof and marked "Schedule A" is a schedule of the employees whom the Employer agrees to employ in each store, together with the classifications of said employees into categories, the weekly salary or wage which each employee shall receive, together with such increase as is hereinbefore provided, and the number of hours per week which each employee shall work.

B. Where an Employer employs only one full time or part-time employee and such employee's employment is terminated by resignation or discharge for cause (except when such discharge is due to the bona fide sale of the store where such employee works or the reduction of the working force due to adverse business conditions as hereinbefore provided), the vacancy thereby created shall be filled forthwith in the same category and for at least the same number of hours.

C. During the continuance of this agreement, the classification of the employees or any of them shall not be changed and no employee shall be transferred from one of the said enumerated categories to another without the written consent of the parties hereto, and no employee's salary shall be reduced.

D. Employees who prior to the execution of this agreement had been hired to work in any specific category but who have since been doing work that would bring them into another classification, shall be reclassified and their salaries shall be fixed on the basis of such new classification.

## PARTNERSHIP — CORPORATION

EIGHTEENTH: A. If the Employer herein is a partnership, all partners must be registered with the State Board of Pharmacy as owners, and in the event that any partner is not registered with the State Board of Pharmacy as an owner, he shall be deemed an employee under this agreement.

B. If the Employer is or shall be a copartnership, no more than two partners shall be permitted to work in the Employer's store or stores without being required to become members of the Union, and if the Employer is or shall be a corporation, no more than two stockholders shall be permitted to work in the Employer's store or stores without being required to become members of the Union.

C. For the purpose of this agreement, a partner shall be deemed to be a person who has an interest of twenty-five (25%) per cent or more in the business of the Employer; a stockholder shall be deemed to be a person who owns at least twenty-five (25%) per cent of the capital stock of the Employer.

## MEMBERSHIP IN THE ASSOCIATION

NINETEENTH: Any newly admitted members of the Association shall have the option to accept this agreement by becoming signatory thereto provided such newly admitted Employer authorizes the Association in writing to act as its collective bargaining representative and bind him to the collective bargaining agreement, and written notice of such authorization is given to the Union by the Association. In such event the individual agreement between the newly admitted member and the union shall thereupon terminate and this agreement shall thereupon come into and continue in full force and effect as between such newly admitted member and the Union, except that any more favorable terms and conditions contained in such prior agreement shall be deemed incorporated in and a part of this agreement, with the same force and effect as if set forth herein at length, limited, however, to the employees in the employ of the Employer (member of the Association) at the time of his becoming signatory to this agreement.

Any member of the Association who is not a signatory to this agreement and against whom the Union is conducting a strike, shall not be entitled to this agreement.

The Union shall be free to negotiate with any members of the Association, who are not or refuse to become signatories hereto, an agreement covering terms and conditions of employment, and this agreement shall not be deemed in any way whatsoever to limit or restrict any of the rights of the Union in respect to such non-signatory members.

If prior to the date set for the expiration of this agreement, the Association shall for any reason expel an Employer, signatory to this agreement, from its organization, or if such Employer shall resign from the Association, or for any other reason whatsoever cease to be a member of the Association, this agreement shall, at the option of the Union, nevertheless be and continue to remain in full force and effect as between such Employer and the Union, and such Employer shall be and continue to remain personally and individually liable hereunder for and during the term hereof, and such liability shall be deemed to have survived the termination of such membership and shall continue for and during the full term hereof, except, however, that the provisions of Article "Twentieth" of this agreement shall thereafter be deemed suspended and of no force and effect, and except further that such Employer shall thereafter not be entitled to the arbitration of complaints, grievances or disputes as provided for in this agreement. And in such case, should a complaint, grievance or dispute arise between the Union and such Employer or between the employees and such Employer, the decision of the Union on such complaint, grievance or dispute shall be final and binding upon such Employer. And further, in such case the employees shall not be obliged to continue with their work in the store until the Employer has fully

complied with the decision of the Union on such complaint, grievance or dispute, anything in this agreement to the contrary notwithstanding.

And it is further agreed, that anything in this agreement to the contrary notwithstanding, the Union may at any time after an Employer signatory hereto ceases to be a member of the Association, terminate this agreement as between itself and such Employer upon giving three (3) days' notice in writing to such Employer that it has elected to terminate this agreement as between itself and such Employer; and this agreement shall thereafter be null and void and of no effect, as between the Union and such Employer.

### NO STRIKE OR LOCKOUT

**TWENTIETH:** During the term of this agreement there shall be no lockout, or individual shop lockout by the Association or any Employer signatory hereto or strike or individual shop strike or shop stoppage by the Union against any Employer signatory hereto for any reason or cause whatsoever so long as this agreement is complied with in respect to submitting complaints, grievances and disputes to arbitration as herein provided and there is compliance with the decisions of the arbitrator as herein provided.

There shall be no lockout, strike or stoppage pending the determination of any complaint, grievance or dispute.

### MISCELLANEOUS

**TWENTY-FIRST:** All members of the Union now employed by the Employer are to be continued in such employment during the life of this agreement, subject to the terms and conditions of this agreement.

**TWENTY-SECOND:** The Employers agree that they will not enter into any individual agreements, directly or indirectly, with any of their employees, whereby any of the provisions of this agreement are modified or abrogated, and further, that during the continuance of this agreement, they will not negotiate or enter into any agreement for the employment of pharmacists and/or any and all clerks working in drug stores with any organization, association or corporation claiming to be a labor union representing pharmacists and/or clerks working in drug stores, other than the Union, party to this agreement.

**TWENTY-THIRD:** Any authorized representative of the Union shall be permitted to enter the Employer's place of business during reasonable hours for the collection of dues, the adjustment of disputes and grievances, to communicate with its members and/or to confer with the Employer, provided the same shall not involve the loss of work time; and the Union shall be further permitted, at its option, to appoint one of the employees actually working in the Employer's

place of business as a Union representative, for either or all of the afore-mentioned purposes.

TWENTY-FOURTH: The Employer may discharge a new employee during the trial period of thirty (30) days from the day such new employee has been engaged by the Employer.

TWENTY-FIFTH: The Employer agrees to discharge from his employ immediately any one of his employees upon notice from the Union that such employee has ceased to be a member in good standing of the Union by reason of his failure to pay the initiation fee and periodic dues uniformly required as a condition of acquiring or retaining membership. The Employer agrees that the mailing of a registered notice to him at his address herein given shall be deemed sufficient notice under this Article.

TWENTY-SIXTH: The Union shall have the right to commence an action in behalf of the employees or any of them against the Employer, for the recovery of any money due to an employee or employees for wages or otherwise.

TWENTY-SEVENTH: Any employee who shall accept a full-time salaried position with the Union shall be entitled to a leave of absence and upon termination of his employment with the Union shall be reinstated in his position in the store with all rights and privileges including seniority status. It is specifically understood and agreed that an employee on such leave of absence shall not during such leave of absence be entitled to vacation, holiday or severance pay and that upon the return of such employee, the Employer shall have the right to dismiss without severance pay an employee in the same category having least seniority.

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TWENTY-EIGHTH: If the Employer owns or operates more than one store, he shall not transfer any of his employees from one of his stores to another without first receiving the written consent of the Union thereto.

TWENTY-NINTH: The Employer agrees not to employ children under the age of sixteen years at his store or stores.

THIRTIETH: Should a Federal or State Law be enacted directing the Employers to contribute 3½% or more of the Employer's monthly gross payroll towards a Health Insurance Plan for the employees of said Employers, the parties will in good faith review the Sickness, Accident and Other Benefits provisions contained in Article "Thirty-Third" of this agreement.

THIRTY-FIRST: Should any Article in whole or in part, of this agreement, or any clause or provision therein, be adjudged invalid or

unenforceable, the same shall not in any way whatever affect the balance of the agreement.

**THIRTY-SECOND:** All rights, privileges and benefits which have heretofore accrued to and have been enjoyed by the employees, and which are not inconsistent with the terms of this agreement, shall continue unimpaired and shall accrue to and be enjoyed as heretofore by said employees.

#### SICKNESS, ACCIDENT AND OTHER BENEFITS

**THIRTY-THIRD:** The parties hereto recognize the necessity of providing for the health and security of the employees covered by this agreement. For that purpose, it is agreed as follows:

The Employer agrees that for the duration of this agreement he will pay monthly, on or before the tenth day of each month, commencing October 1, 1961, a sum of money equal to 3½% of the previous month's gross payroll of all his employees, including part-time employees and new employees from the day of hiring, covered by this agreement, to Local 1199 Benefit Plan, to be used by said Local 1199 Benefit Plan for the purpose of providing said employees with social benefits, i.e., death benefits, accidental death and dismemberment benefits, sickness and accident benefits and hospital benefits, as the Trustees of said Benefit Plan may determine, except that contributions for those part-time employees working thirty hours or more in a week shall be not less than \$1.75 per week for each such employee.

Only for the purpose of computing Disability Benefits, the Employer and the Union agree that the income from tips for those employees who earn tips, shall be valued at Five (\$5.00) Dollars per forty hour (40) week.

Local 1199 Benefit Plan shall be held and administered under the terms and provisions of the Agreement and Declaration of Trust, and any amendments thereof, which provide for equal representation by the Union and the Employers contributing to said Benefit Plan and that any dispute whatsoever that may arise or deadlock that may develop between or among said Trustees shall be submitted to arbitration before an Arbitrator or Umpire, as provided for in said Agreement and Declaration of Trust, and his decision shall be final and binding.

Each Employer agrees to make available to Local 1199 Benefit Plan any and all records of employees hired, classifications of employees, names, social security numbers, and accounts of salaries and/or wages paid, which the said Benefit Plan may require in connection with the sound and efficient operation of said Benefit Plan, and the agreement contained in this paragraph is and shall be deemed as of the essence of this contract.

An audit of the Benefit Plan shall be made annually and a statement of the results thereof shall be made available to the contributing Employers.

## PENSION

THIRTY-FOURTH: The parties hereto recognize the necessity of providing for the financial security of the employees covered by this agreement upon their retirement from the industry because of old age. For that purpose it is agreed as follows:

The Employer agrees that from October 1, 1963, up to September 30, 1965, he will pay monthly on or before the tenth day of each month, a sum of money equal to 3½%, and commencing October 1, 1965 and thereafter, monthly on or before the tenth day of each month, a sum of money equal to 4½%, of the previous month's gross payroll of all his employees, including part-time employees and new employees from the date of hiring, covered by this agreement, to Local 1199 Pension Fund to be used by said Local 1199 Pension Fund for the purpose of providing said employees with retirement pension benefits, as the Trustees of said Fund may determine.

Local 1199 Pension Fund shall continue to be administered under the Agreement and Declaration of Trust, dated as of December 1, 1950 and any amendments thereof, and under the Pension Plan adopted by the Trustees of said Fund, and any amendments thereof, which Agreement and Declaration of Trust provides for equal representation by the Union and the Employers contributing to said Pension Fund, and that any dispute which may arise or deadlock which may develop between or among said Trustees shall be submitted to arbitration before an Arbitrator or Umpire, as provided for in said Agreement and Declaration of Trust, and his decision shall be final and binding.

Each Employer agrees to make available to Local 1199 Pension Fund any and all records of employees hired, classifications of employees, names, social security numbers, and accounts of salaries and/or wages paid, and that the said Pension Fund may require in connection with the sound and efficient operation of said Pension Fund, and the agreement contained in this paragraph is and shall be deemed as of the essence of this contract.

An audit of the Pension Fund shall be made annually and a statement of the results thereof shall be made available to the contributing Employers.

## ENFORCEMENT

THIRTY-FIFTH: Any complaint, grievance or dispute between the Union or the Funds hereinbefore named and any Employer or the Association under Article "Thirty-third" and/or Article "Thirty-fourth" of this agreement, including a complaint, grievance or dispute involving a

default by an Employer in any one or more monthly payments provided for in the aforesaid Articles, or either of them, or in any monthly payments provided for under any prior agreement, which default has continued for ten days or longer shall, if unadjusted, be submitted to arbitration before the arbitrator designated in this Article.

The Union shall have the right at its option to declare a default by an Employer in any one or more monthly payments hereinbefore mentioned as a dispute under this agreement and to commence arbitration proceedings before the Arbitrator designated in this Article or in alternative to commence court action against the Employer for and on behalf of said Funds, or either of them, to recover the monies due said Funds or either of them under this or any prior agreement. In either of such events the Employer agrees to pay besides the principal on his obligation under this or any prior agreement a sum equal to 20% thereof but in no event more than \$50.00 nor less than \$15.00 as and for collection charges and the same shall be included by the Arbitrator in any award he may render or in the event of court action in the judgment granted by the court.

The Arbitrator hereby designated to arbitrate complaints, grievances and disputes under this Article is BURTON B. TURKUS, Esq., of New York City. Should the office of Arbitrator become vacant by the resignation of the Arbitrator herein named or otherwise, the said Arbitrator shall appoint his successor. Should the Arbitrator fail to appoint his successor the New York State Board of Mediation shall be empowered to designate an Arbitrator to arbitrate disputes under this Article.

The award of the Arbitrator shall be final and binding upon the parties.

It is hereby expressly agreed between the parties hereto that the oath of arbitrator required by the Civil Practice Act and the Arbitration Laws of the State of New York is hereby waived.

The provisions contained in Paragraphs "B," "C," "D" and "F," "G" and "H" of Article "Thirty-eighth" of this agreement are hereby incorporated in and made a part of this Article with the same force and effect as if set forth herein at length.

#### SICK LEAVE

**THIRTY-SIXTH:** A. In each contract year each employee having one year or more of employment with the Employer and/or his predecessors shall, in the event he is kept from work because of sickness or injury or because of death in immediate family, be entitled to an aggregate of five (5) days sick leave with full pay at his regular salary or wages, same to be paid in full to said employee at the end of the week in which such sick leave is taken.



B. In each contract year each employee having sixty (60) days or more but less than one (1) year of employment with the Employer or his predecessors shall, in the event he is kept from work because of sickness or injury or because of death in the immediate family, be entitled to a pro-rated sick leave, in any event not to exceed five (5) days with full pay at his regular salary or wages, computed on the basis of one day for each two months of employment. Any such employee who is sick or disabled for a greater period than his accumulated sick leave entitlement, shall be entitled to receive the extra days up to an aggregate maximum of five (5) days as and when he completes the requisite period of employment and the Employer shall pay same to said employee periodically at the rate of one day for every two months of employment.

C. Employees with less than sixty (60) days employment at the time of any sickness or injury shall not be entitled to any pay for sick leave resulting from such sickness or injury.

D. It is specifically understood that sick leave shall not be deemed to be cumulative so that an employee who does not use his sick leave in any contract year shall not be entitled to claim such unused sick leave in any succeeding contract year.

## THE PROFESSION

THIRTY-SEVENTH: A. It is hereby acknowledged that the foremost obligation of the profession is to the public. It is therefore essential that Employer and pharmacist join cooperatively in the strict adherence to the ethics and the body of laws and rules pertinent to the profession. Toward this end, proper and current information is required. Consequently, all new technical information, literature, periodicals and other matter related to the professional conduct of drug store operations should be rightfully and freely available to the pharmacist.

B. The Employer agrees to provide, at his own cost and expense, insurance coverage which a reputable insurance carrier will issue, covering each pharmacist employed, and such insurance shall hold the said pharmacist or pharmacists harmless from liability arising out of such pharmacist's professional duties. Upon request by the Union, the Employer is required to exhibit his policy to a Union representative.

## ARBITRATION

THIRTY-EIGHTH: A. All complaints, disputes or grievances arising between the Union and the Association, or between the Union and any of the Employers, or between any of the employees and any of the Employers, involving questions of meaning, interpretation, operation or application of any clause of this Agreement, or any breach or threatened breach of this Agreement, or any acts, conduct or relations of whatso-

ever nature between any of the employees and any of the Employers, or between the Union and any of the Employers, or between the Union and the Association. directly or indirectly, except as specifically otherwise provided for in Article "Sixteenth" of this Agreement shall, if unadjusted, be referred to and submitted promptly to arbitration before Burton B. Turkus, Esq., the Impartial Arbitrator under this Agreement. The award of the Impartial Arbitrator shall be final and binding upon all the parties hereto.

B. Any such complaint, dispute or grievance shall be instituted by the Union or the Employer or the Association, as the case may be, and no right of action shall accrue in favor of any individual employee.

C. The parties further agree that the Impartial Arbitrator shall fix the time and place for each hearing, and that notice thereof shall be sufficient if sent by ordinary mail at least five (5) days prior to the time fixed for the hearing.

D. The decision of the Impartial Arbitrator shall have the effect of a judgment entered upon an award and shall be enforceable under the Arbitration Law of the State of New York, or otherwise, entitling the entry of judgment in a court of competent jurisdiction against the defaulting party who fails to carry out or abide by the decision.

E. It is expressly agreed between the parties that the oath of the Impartial Arbitrator is hereby waived.

F. In the event of default by any of the parties hereto in appearing before the Impartial Arbitrator after five (5) days' written notice by ordinary mail, as hereinabove provided, the Impartial Arbitrator is hereby authorized and empowered to render an award upon the testimony of the appearing party.

G. It is specifically understood and agreed that any notice, papers, petition or other process necessary or proper on motion to confirm any award or for judgment on any award may be served either personally or by certified or registered mail directed to the last known address of the addressee or his attorney.

H. All awards rendered by the Impartial Arbitrator shall be complied with within forty-eight (48) hours.

Should any Employer fail or refuse to submit any complaint, grievance or dispute to arbitration when requested to do so by the Union or shall fail or refuse to comply with the award of the Impartial Arbitrator as hereinabove provided, he shall automatically lose all rights and privileges under this Agreement and the Union shall be free to take any action it deems necessary to enforce the rights of the Union and of the employees against such Employer, including striking and picketing. Should the Union fail or refuse to submit any complaint, grievance or dispute to arbitra-

tion when requested to do so by the Association on behalf of an Employer or shall fail or refuse to comply with the award of the Impartial Arbitrator as hereinabove provided, such Employer shall be free to take any action which he deems necessary to enforce his rights against the Union and the employees.

I. Should the Impartial Arbitrator resign, refuse to act or be incapable of acting, or should the office become vacant for any reason, the parties agree that his successor shall be selected by mutual consent of the parties hereto and until such selection is made, the New York State Board of Mediation shall designate the arbitrator in each case.

J. Any party who shall intentionally or deliberately violate any of the terms or provisions of this Agreement, shall pay damages for such violation in a sum to be fixed by the Impartial Arbitrator; the proceeds of all damages collected hereunder shall be used towards defraying the expense incurred in maintaining the arbitration machinery.

## UNION DECAL

THIRTY-NINTH: The Union shall supply each establishment covered by this agreement with an identifying Union decal which the Employer may display during the term of this agreement. Each Employer shall pay an annual rental fee of Ten Dollars (\$10.00) to the Union for supplying and servicing such Union decal.

The decal shall be the property of the Union and may be removed by it, in which event the Union shall refund the amount of rental fee equal to the proportion of unused time still remaining and not used.

## DURATION

FORTIETH: This agreement shall be in full force and effect and shall be and remain operative and binding upon the parties hereto and their successors and assigns from the 1st day of October 1, 1963, up to and including the 30th day of September, 1966, and shall survive any change in name, reorganization or incorporation.

It is specifically understood and agreed that should the Union, party to this Agreement, which is now affiliated to a national and international labor organization, become disaffiliated from said national and/or international labor organization at any time during the term of this agreement, or should said Union thereafter become again affiliated with a National and/or International Labor Organization, then and in any such event or events, this agreement and the terms and provisions thereof shall continue in full force and effect as between the Association, the Employer and the Local Union, parties hereto, as if no such affiliation or disaffiliation, as the case may be, had occurred.

IN WITNESS WHEREOF, the parties hereto have executed and signed this agreement, the day and year first above written.

LOCAL 1199, DRUG AND HOSPITAL EMPLOYEES UNION, AFL-CIO

By .....

.....  
*(Print Name of Corporation, Partnership or Individual Owner)*

By .....  
*Employer and Title*



**SCHEDULE "A" (Continued)**

EMPLOYEE	Category	Hours	Old Salary	New Salary		
				10/1/63	10/1/64	10/1/65

**TRAINEES**

EMPLOYEE	Category	Hours	Old Salary	New Salary	PERIODIC INCREASES
					As per minimum schedule
As per minimum schedule					

LOCAL 1199, DRUG AND HOSPITAL EMPLOYEES UNION, AFL-CIO

By.....

.....

(Employer)

ASSUMPTION AGREEMENT

Dated: .....

The undersigned Employer, having purchased the drug store covered by the collective bargaining agreement to which the within Assumption Agreement is annexed, hereby agrees as follows:

1. Assumes and adopts the aforementioned collective bargaining agreement and agrees to abide by and carry out the said agreement in all of its terms and provisions for the balance of the contract term.

2. The undersigned Employer hereby agrees to pay any and all monies that may be due from the predecessor Employer to Local 1199 Benefit Plan under Article "Thirty-Third" of the aforementioned agreement or of any prior agreement, representing unpaid welfare contributions, and to Local 1199 Pension Fund under Article "Thirty-Fourth" of the aforementioned agreement or of any prior agreement, representing unpaid pension contributions, and any other indebtedness that may be due from said predecessor Employer arising out of the aforementioned agreement hereby assumed by the undersigned employer.

.....  
Employer

APPROVED and Accepted:  
Local 1199, Drug and Hospital Employees Union  
AFL-CIO

By.....

FEB 4 1964

BLS 2452

7301

Budget Bureau No. 44-R003.11  
Approval expires March 31, 1967

U. S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

WASHINGTON 25, D. C.

November 15, 1963

Mr. Leon J. Davis  
President  
Retail, Wholesale and Department  
Store Union, local 1199  
300 West Forty-fifth Street  
New York 36, New York

Dear Mr. Davis:

We have in our file of collective bargaining agreements a copy of your agreement(s) covering the New York Retail Druggists Association in New York. This agreement expired September 1963.

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

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

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

Very truly yours,

*Ewan Clague*

Ewan Clague  
Commissioner of Labor Statistics

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

1. NUMBER OF EMPLOYEES NORMALLY COVERED BY AGREEMENT 750
2. Number and location of establishments covered by agreement 337 Stores
3. Product, service, or type of business Retail Drug Stores
4. If previous agreement has been extended without change, indicate new expiration date \_\_\_\_\_

George Glotzer

(Your name)

300 W. 45th St.

(Street)

Director, Drug Division

New York, N.Y.

(City and State)