

9/1/17 – 8/31/20

# South Bend Pharmacy

Wage & Working Agreement

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South Bend, Washington

United Food & Commercial Workers Local No. 367  
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# South Bend Pharmacy

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9/1/17 - 8/31/20  
**SOUTH BEND PHARMACY**  
**WAGE AND WORKING AGREEMENT**

This Agreement is mutually made and entered into by and between SOUTH BEND PHARMACY hereinafter referred to as the "Employer", and the United Food and Commercial Workers Union Local No. 367 of Tacoma, Washington, chartered by the United Food and Commercial Workers International Union, AFL-CIO & CLC, hereinafter referred to as the "Union".

**SECTION 1**  
**Jurisdiction and Union Security**

1.1 The employees under the jurisdiction of the Union are those employees of the Employer engaged in selling merchandise, office work and stock room work. Those employees exempt from the Union's jurisdiction are: the owner-manager (in the case of equal cooperative partnerships, not more than two persons shall be classified as management exemptions), one part-time pharmacist provided such individual works less than forty (40) hours per month, supervisors and confidential employees as defined by the Act of 1947, employees covered under other collective bargaining agreements, employees hired for the Christmas season which is defined as the period November 15 to January 1, (employees retained after January 1 will be considered as bargaining unit employees effective January 1), and other exemptions agreed upon between the parties in writing.

1.2 The Employer recognizes the Union as the sole collective bargaining agent for its employees coming under the Union's jurisdiction.

1.3 All employees not holding membership in the Union at the time of their employment shall become and remain members of the Union thirty-one (31) days from the date of their employment as a condition of their continued employment.

1.4 The Employer agrees not to keep in his employ those under the Union's jurisdiction whose membership in the Union has been terminated because of failure to tender periodic dues or initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

1.5 All employees failing or refusing to secure or retain membership in the Union as provided above shall, upon written demand of the Union, be released from the employ of the Employer.

1.6 Any person or persons operating but not owning a permanent concession (in Union store) in which no sales people are employed shall be members of the Union.

1.7 The Employer agrees to furnish the Union and each employee a notice outlining the provisions of Section 1. The original of such notice shall be delivered to the Union and the first copy to the employee not later than fifteen (15) days following the date of employment. This form shall be supplied by the Union.

**SECTION 2**  
**Hours of Work**

- 2.1 Forty (40) hours per week, consisting of five (5) days of eight (8) consecutive hours each (exclusive of a lunch period) shall constitute the maximum straight-time work week.
- 2.2 All time worked in excess of eight (8) hours per day, forty (40) hours per week or on the sixth (6th) day in any one week (Monday through Saturday) shall be paid for at the rate of time and one-half (1-1/2).
- 2.3 All work performed on Sunday shall be paid at the rate of one and one-half (1-1/2) times the employee's regular rate of pay.
- 2.4 Employees shall not be permitted to take time off in lieu of receiving overtime pay.
- 2.5 Bona fide students employed while attending school during a regular school term (which does not include vacations unless otherwise agreed) may work six (6) days per week at straight time. This may be done only by written agreement between the Employer, the affected employee and the Union.
- 2.6 The Employer has the right to schedule the employee's day off. Before any change is made in an employee's days off schedule, notice of such change shall be given in the prior week except in case of emergency, or where the change is mutually agreed upon by the Employer and the affected employee.
- 2.7 All employees shall be placed on a schedule of hours which shall be posted by the close of business the Thursday preceding the start of the work week. There shall be no change in the work schedule except in cases of emergency or where the change is mutually agreed upon by the Employer and affected employee.
- 2.8 An "emergency" is an unusual or abnormal condition beyond the Employer's control and a condition beyond his reasonable power to remove or overcome.
- 2.9 All employees called or scheduled to work shall be guaranteed four (4) hours' work or equivalent compensation if such employee has four (4) hours' time available.
- 2.10 All hours of employment shall be consecutive, except for rest periods and meal periods. Employees shall continue to properly serve the trade in the store at the time of closing.

**SECTION 3**  
**Holidays**

3.1 Holiday pay shall be given to eligible employees for the following holidays, which will be observed on the day established by Federal legislation.

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day  
Three Paid Personal Holidays Per Anniversary Year\*

\*Effective November 6, 2009, delete Veteran's Day and add one additional personal day effective immediately, for a total of three (3).

3.2 Any week in which a holiday falls shall be a thirty-two (32) hour week. All work performed in excess of thirty-two (32) hours during said week, shall be paid for at the overtime rate. Thirty-two (32) hours shall be exclusive of the holiday or Sunday work.

3.3 If any of the above-named holidays fall on Sunday, the following Monday shall be substituted as the holiday.

3.4 To be eligible for holiday pay, an employee shall have worked his last scheduled work day before and his first scheduled work day following such holiday, provided that the employee has worked within the seven (7) calendar days preceding the holiday or within seven (7) calendar days following the holiday. The Employer may waive any of the foregoing requirements.

3.5 Any employee who does not qualify for a holiday because he did not work his last scheduled work day before the holiday and/or his first scheduled work day following the holiday, because of illness or accident, shall be excused from such requirement as the result of such illness or accident, upon giving his Employer a true and satisfactory explanation of such illness or accident.

3.6 An Employer may request, but may not require, an employee to work on a contract holiday. If an employee works on a contract holiday, he shall be paid at the rate of time and one-half (1-1/2) and shall receive in addition thereto his contract holiday pay.

3.7 Holiday pay for hourly employees shall be computed based on the average number of hours worked per day during the employee's last eight (8) weeks or since date of hire, whichever period is shorter. Holiday pay for hourly employees will be paid at their current hourly rate.

3.8 When a holiday falls during an employee's vacation, his vacation shall be extended one (1) day or he may be paid an extra day's pay if he does not take the time off.

3.9 If an employee works on a contract holiday, he shall be paid at the rate of time and one-half (1-1/2) and shall receive in addition thereto his contract holiday pay. Work on any and all holidays shall be offered based on the employee's seniority. In the event the Employer is unable to fill the work schedule, then the Employer shall have the right to schedule by inverse seniority.

3.10 Any employee laid off a day prior to or the day following any of said holidays shall receive his regular holiday pay, provided he would otherwise be entitled to such pay.

3.11 The two (2) paid personal holidays may be taken at a time mutually agreeable between the Employer and the employee.

#### **SECTION 4** **Vacations**

4.1 All employees shall receive two (2) weeks' vacation with pay after one (1) year's continuous service with an Employer. All employees shall receive three (3) weeks' vacation with pay after seven (7) years' continuous service with an Employer. All employees shall receive four (4) weeks' vacation with pay after seventeen (17) years' continuous service with an Employer.

4.2 Vacations may be taken at any time during the year at such times as shall be mutually agreed upon between the Employer and the affected employee, giving due regard to the Employer's seasonal requirements and other employees on vacation.

4.3 Employees may be permitted to take vacation weeks consecutively, but with the clear understanding that this is not to interfere with the Employer's right to determine the number of employees in a given department, if any, who can be on vacation in any particular week.

4.4 Preference of vacation dates shall be determined by seniority with an Employer, provided such precise vacation dates are requested by May 1 of each year.

4.5 Vacation pay for hourly employees shall be computed by averaging their total compensable hours in their most recent anniversary year, applying them to the vacation schedule and multiplying by the rate of pay in effect at the time the vacation is taken. Vacation pay must be paid at the time the employee leaves the store to go on vacation.

4.6 Time loss from employment because of illness or accident (not in excess of thirty (30) days each year), holidays and vacation shall be considered as time worked for the purpose of computing paid vacation.

4.7 If, after one (1) or more years' service, the employee's services are terminated, he shall be paid for vacation time earned on a prorata basis of one (1) day for each five (5) weeks' work for which vacation time has not been paid or awarded. Employees eligible for a three (3) week vacation at the time of termination shall receive one and one-half (1-1/2) days' vacation for each five (5) weeks' work for which vacation time has not been paid or awarded.

## SECTION 5

### Wages

5.1 The wages contained in Appendix "A" attached hereto shall constitute the minimum wages to be paid to the employees covered by this Agreement and shall be on an hourly basis. All wage increases shall be across-the-board.

5.2 Past experience for the purposes of determining the wage bracket for a new employee shall be known or provable experience in the same classification or department, and within the previous five (5) years prior to the employment, providing that a new experienced employee may be started at the next lower bracket, for which he would otherwise qualify, for a period not to exceed thirty (30) days.

5.3 Written statements or check stubs shall be furnished to all employees, showing dates of pay period, straight time and overtime hours worked, hourly rate of pay, gross earnings, deductions and net earnings.

5.4 In case of retroactive pay at any time, all employees working during the period covered by retroactive pay must be paid the same, although employees may not be on the payroll at the time of payment of same, providing the employee or his agent makes claim within forty-five (45) days of the signing of this Agreement.

5.5 One hundred seventy-three (173) hours of work shall equal one (1) month.

5.6 No employee shall suffer any reduction in hourly pay, unless there is a change in job classification. An apprentice transferred from one department to another shall continue to receive the annual or periodical wage increase until he receives journeyman's wages. Any journeyman transferred from one department to another shall suffer no reduction in pay.

5.7 When a new department and/or job classification is established by the Employer for which no rate of pay is provided for within this Agreement, the Employer agrees to meet with the Union, upon its request, for the purpose of negotiations for a wage rate of such classification. The wage rate agreed upon as the result of such negotiations shall be effective from the date of the establishment of the new department and/or job classification. If agreement between the parties is not reached within thirty (30) days from the date of the Union's request for such negotiations, the matter may be referred by either party to the arbitration procedures as set forth in this Agreement, and the decision resulting therefrom shall be binding upon the parties for the remaining

term of this Agreement.

5.8 Upon completion of ten (10) years of employment, the employee shall receive an additional ten cents (10¢) per hour in addition to their regular hourly rate. Upon completion of fifteen (15) years of employment, the employee shall receive five cents (5¢) per hour in addition to their regular hourly rate.

## **SECTION 6** **General Provisions**

6.1 Any condition or provision herein contained relative to a wage paid to any employee contrary to the terms and conditions contained in the Fair Labor Standard Acts of 1938, as amended, shall be void and of no force and effect, but shall be superseded by the pertinent provisions controlling such wage payment as contained in said Act.

6.2 When employees are requested and authorized to use personal cars on company business, they shall be paid twenty-one cents (21¢) per mile therefor. This rate will be adjusted to provide for the IRS allowable standard.

6.3 Aprons, uniforms, or other special wearing apparel, not suitable for street wear, required by the Employer of his employees shall be furnished and laundered by the Employer.

6.4 The Union shall issue a Union Store Card and/or window decals to the Employer. Such Union Store cards and decals are and shall remain the property of the United Food and Commercial Workers International Union, and the Employer agrees to surrender said Union Store Cards and/or decals to an authorized representative of the Union on demand in the event of failure by the Employer to observe the terms of this Agreement.

6.5 The Employer shall display such Union Store cards and/or decals in conspicuous areas accessible to the public in each establishment covered by this Agreement.

6.6 The Union shall advance the interests of the Employer through advertising and other means that will result in the patronage of the store.

6.7 Where an Employer requires bonding of an employee, or the carrying of any insurance for the indemnification of the Employer, the premiums for the same shall be paid by the Employer.

6.8 Each employee shall receive a fifteen (15) minute break in the period before lunch or dinner and fifteen (15) minute break in the period after lunch or dinner. Employees who work five (5) hours or less shall receive one fifteen (15) minute break. Such rest periods shall be as close as practicable to the middle of the appropriate period of continuous employment, but at such time as the Employer shall direct.



6.9 No employee shall be allowed to work more than five (5) consecutive hours without a meal period. Employees shall be provided a meal period of not less than thirty (30) minutes nor more than one (1) hour. Meal periods shall be on the Employer's time when the employee is required by the Employer to remain on the premises or at a prescribed work site in the interest of the Employer.

6.10 The Employer shall furnish to the Union, on demand, such information as the law requires the Employer to give to the Union regarding wages and hours as may be necessary to properly police this contract.

6.11 A copy of this Agreement must be posted on a bulletin board accessible to all employees.

6.12 Employees shall be compensated for attendance for any department or group meeting held for the purpose of imparting information pertaining to merchandise selling techniques, store regulation procedure and/or store policies. Stores are entitled to require attendance at this type of meeting. An employee who is required to attend such a meeting on his scheduled day off shall be paid his minimum call-in time of four (4) hours, unless he shall have been scheduled for at least four (4) hours' work.

6.13 Employees shall not be compensated or required to attend any store meeting for civic or patriotic purposes, such as United Way, U.S. Bond Drives, Red Cross, etc.

6.14 One (1) apprentice may be employed for each store and one (1) additional apprentice for every three (3) journeyman salespeople regularly employed. No journeyman shall be replaced by an apprentice to avoid paying journeyman's wages.

## **SECTION 7**

### **Seniority and Available Hours**

7.1 It is the intent of this Agreement and the provision of this section, consistent with efficient scheduling of store hours, to provide whenever possible employment to each employee in the bargaining unit full-time employment to a maximum of forty (40) hours in each work week, consisting of five (5) days per week of eight (8) hours per day. Seniority shall be defined as the accumulated continuous length of employment with the Employer and shall be established by the employee's last date of hire with the Employer. Seniority shall be determined for those in the registered pharmacist's category separate and apart from other employees.

7.2 Where there is a reduction of the number of employees, the last employee hired within a department shall be the first employee laid off, provided their qualifications and ability are equal.

7.3 Where there is an increase in the number of employees, the last employee laid off shall be the first employee rehired, provided their qualifications and ability are equal. In cases where

two or more employees are laid off on the same day, the senior employee shall be the first rehired.

7.4 Seniority shall be broken and the employee's service shall be terminated for the following reasons:

7.4.1 Voluntarily quit.

7.4.2 Discharge for reasonable cause.

7.4.3 Absence caused by a layoff in excess of one hundred twenty (120) consecutive calendar days, unless a longer period is agreed upon between the Employer and the Union.

7.4.4 Failure to report to work within seventy-two (72) hours following the Employer's notification of return to work following a layoff.

7.4.5 Failure to report to work immediately following leave of absence.

7.5 Part-time employees desiring additional hours of the same kind of work up to full-time employment shall so notify the Employer in writing. The Employer shall utilize the most senior employee before scheduling less senior employees or new hires where such additional work is available at times that part-time employees have available. This provision shall not apply to Christmas extras (those employed between November 15 and December 26).

7.6 It is understood and agreed that the employee will not be entitled to request wages under the provision of this section except to the extent of time lost commencing with the weekly work schedule next following receipt of the Union's written notification to the Employer of the claim in accordance with Section 7.5. If less than three (3) days remain prior to the announcement of the weekly work schedule, the Employer's liability, if any, for time lost shall commence with the second next work schedule and thereafter until resolved.

## **SECTION 8** **Leave of Absence**

8.1 Employees shall be entitled to a leave of absence without pay for the following bona fide reasons:

8.1.1 Bona fide illness or non-occupational injury which requires absence from work in excess of fourteen (14) calendar days.

8.1.2 Pregnancy.

8.1.3 When a male employee's spouse is giving birth to a child.

8.1.4 Serious illness or injury in the employee's immediate family. Immediate family shall be defined as spouse, son, daughter, and step-children. Length of such leave shall not exceed thirty (30) days.

8.1.5 A doctor's certificate verifying the absence must be furnished if requested by the Employer.

8.2 Leaves for personal reasons may be granted at the sole discretion of the Employer to regular employees regardless of length of service.

8.3 Any request for a leave of absence shall be in writing and state the following information:

8.3.1 Reason for such request.

8.3.2 Date leave is to begin.

8.3.3 Date of return to work.

8.4 Any leave of absence with the exception of serious illness or injury in the employee's immediate family and leaves due to occupational injury may run to a maximum of six (6) months.

8.5 Leaves due to occupational injuries that result from employment with the current Employer regardless of length of service, shall be granted for a period up to eighteen (18) months unless a longer period is agreed upon between the Employer and the Union.

## **SECTION 9**

### **Jury Duty**

9.1 Employees required to report or serve on jury service on any scheduled work day shall be paid a full basic work day's pay for such day, less any re-numeration received by the employee for jury service. Provided, however, that a day's pay for part-time employees shall be pay for the number of hours regularly scheduled for the employee on the day in question.

9.2 When an employee is excused from jury service, either temporarily or permanently, on any scheduled work day, the employee shall promptly report to complete any remaining hour of his scheduled work day.

## **SECTION 10**

### **Funeral Leave**

10.1 Employees shall be allowed paid time off at regular straight-time rates, up to but not to exceed three (3) work days as normally scheduled for the employee in case of death in the

employee's immediate family. It being understood that payment for such time off may include but not extend beyond the day after the burial, if such day is a work day; moreover, if the employee is notified of such a death while at work, he or she shall be excused from further work on that day without loss of pay and the time off provided for above shall begin with the following day. Immediate family shall be defined as: spouse, son, daughter, father, mother, mother-in-law, father-in-law (existing spouse) step-mother, step-father, grandparents, brother, sister, stepchildren, grandchildren, registered domestic partner or any other relative residing with the employee.

## **SECTION 11**

### **Non-Discrimination**

11.1 No employee shall be discriminated against for upholding Union principles, and any employee working under instructions of the Union or on a committee shall not lose his position or be discriminated against for that reason; provided, there shall be no interference with required duties.

11.2 It shall not be a cause for discipline or discharge if any employee or employees refuse to go through a legal picket line which has been recognized by the Union.

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

## **SECTION 12**

### **Settlement of Disputes**

12.1 All matters pertaining to the proper application and interpretation of any and all of the provisions of this Agreement shall be adjusted by the accredited representative of the Employer and the accredited representative of the Union. In the event of the failure of these parties to reach a satisfactory adjustment within seven (7) days from the date of grievance filed in writing by either party upon the other, the matter may be referred by either party for final adjustment to a Labor Relations Committee consisting of two (2) members from the Employer and two (2) members from the Union. In the event the Labor Relations Committee fails to reach an agreement within twenty-one (21) days from the date a grievance is referred to the Committee, either party may require and refer the grievance to arbitration by requesting Federal Mediation and Conciliation Service to submit a list of eleven (11) names of qualified arbitrators, from which the party shall select the arbitrator. The decision of the arbitrator shall be final and binding on all parties. The cost of the arbitrator shall be borne equally by both parties. The Labor Relations Committee, as thus constituted and the arbitrator shall have no power to add to, subtract from, or change or modify any provisions of this Agreement, but shall be authorized only to interpret the existing provisions of this Agreement as they apply to the specific facts of the issue in dispute.

12.2 During the process of making adjustments under the rules and procedures set forth herein, no strikes or lockouts shall occur. No grievance or claim of violation of this Agreement shall be recognized unless presented in writing within sixty (60) days from the date of the occurrence causing the complaint or grievance except as provided below.

12.3 No claim or grievance relating to layoff or termination of employment shall be recognized unless presented in writing within twenty (20) days of notification of layoff or termination.

12.4 If any employee receives a paycheck which is inadequate as to the amount for the period covered thereby, such employee shall direct such deficiency to the Employer's attention within sixty (60) days of receiving said paycheck or his claim is waived. In the event a grievance claim presented is one for additional wages, any such claim shall be limited to additional wages, if any, accruing within the sixty (60) day period immediately preceding the date upon which the grievance was filed in writing.

12.5 The Employer and the Union shall make available each to the other pertinent data necessary for the examination of all circumstances surrounding a grievance upon demand therefor. The arbitrator shall be empowered to effect compliance with this provision by the issuance of appropriate subpoenas duces tecum requiring the production of documents as well as other real evidence.

### **SECTION 13** **Health and Welfare**

13.1 Each Employer and the Union agrees to be bound by the terms and provisions of that certain Trust Agreement creating the Sound Health & Wellness Trust (formerly Retail Clerks Welfare Trust), initially executed June 18, 1957, and all subsequent revisions or amendments thereto, including the revision of January 25, 1990. Each Employer accepts as his representatives for the purpose of this Trust Fund, the Employer Trustees serving on the Board of Trustees of said Trust Fund and their duly appointed successors. Each Employer and the Union also agree to be bound by the terms of the parties' Health & Welfare and Pension Agreement.

13.2 The Employers party to this Agreement shall continue to pay on a per compensable hour basis (maximum of one hundred and seventy-three (173) hours per calendar month per employee) into the Sound Health & Wellness Trust for the purpose of providing the employees with hospital, medical, surgical, vision, group life, accidental death and dismemberment, weekly indemnity benefits and dental benefits in accordance with the contribution rates and related provisions established by the separate Health and Welfare Agreement between Allied Employers, Inc., and various Local Unions dated April 1, 1977, and as subsequently amended.

13.3 The details of the benefit programs including a description of exact benefits to be provided, and the rules under which employees and their dependents shall be eligible for such

benefits, shall be determined by the Trustees of the Sound Health & Wellness Trust in accordance with the terms and provisions of the Trust Agreement creating the Sound Health & Wellness Trust dated June 18, 1957, and as may be subsequently amended.

13.4 The contribution referred to shall be computed monthly and the total amount due for each calendar month shall be remitted in a lump sum not later than twenty (20) days after the last day of the month in which the contributions were earned.

13.4.1 Notwithstanding the foregoing Section, the Board of Trustees of the Sound Health & Wellness Trust shall have the authority to establish and enforce a method for reporting contributions on an accounting period basis, rather than a calendar month basis. In such a case, the one hundred and seventy-three (173) hour maximum shall be appropriately adjusted, as directed by the Trustees, provided that in no event shall the Employer's total obligation be different than what it would have been on a calendar month basis. Further, the total contributions due for each approved accounting period shall be remitted in a lump sum not later than twenty (20) days after the end of the accounting period.

13.5 The term "compensable hour" shall mean any hour for which any employee receives any compensation required by this Agreement.

#### **SECTION 14** **Retirement**

14.1 Each Employer and the Union agree to be bound by the terms and provisions of that certain Trust Agreement creating the Sound Retirement Trust (formerly Retail Clerks Pension Trust Fund), dated January 13, 1966, and as subsequently amended. Further, each Employer accepts as his representatives, for the purpose of such Trust Fund, the Employer Trustees who will be appointed by Allied Employers, Inc., to serve on the Board of Trustees of said Trust Fund and their duly appointed successors. Each Employer and the Union also agree to be bound by the terms of the parties' Health & Welfare and Pension Agreement.

14.2 All contributions shall be paid on compensable hours with a maximum of one hundred seventy three (173) hours per calendar month per employee.

14.3 The term "compensable hour" shall mean any hour for which any employee receives any compensation required by this Agreement.

14.4 The contribution shall be computed monthly and the total amount due for each calendar month shall be remitted in a lump sum not later than twenty (20) days after the last day of the month in which the contributions were earned.

14.5 Notwithstanding the foregoing Section, the Board of Trustees of the Sound Retirement Trust shall have the authority to establish and enforce a method for reporting contributions on an

accounting period basis, rather than a calendar month basis. In such a case, the one hundred and seventy-three (173) hour maximum shall be appropriately adjusted as directed by the Trustees, provided that in no event shall the Employer's total obligation be different than what it would have been on a calendar basis. Further, the total contributions due for each approved accounting period shall be remitted in a lump sum not later than twenty (20) days after the end of the accounting period.

14.6 The provisions of the Grievance Procedure language set forth in this Agreement shall, in no way, apply to or affect the Employer's obligation to pay contributions to this Trust Fund.

14.6 Effective October 1, 2006, based on September hours, the Employer shall pay the following contribution rates:

14.7 Effective October 1, 2006, based on September 2006 hours, the Employer shall contribute ten cents (10¢) per compensable hour supplemental pension contribution to the Retail Clerks Pension Trust.

Classification	Current	
	<u>Rate</u>	<u>Supplemental</u>
Clerks/Pharmacy Assistants	\$1.55 + 10¢ =	\$1.65
Technicians	\$1.10 + 10¢ =	\$1.20
Pharmacists	\$1.65 + 10¢ =	\$1.75

14.8 Adopt the updated Rehabilitation Plan of the Sound Retirement Trust, Preferred Schedule Appendix "A" Table 3 as adopted December 14, 2010, and updated June 22, 2016, as outlined in the attached Letter of Understanding, "Exhibit A."

## **SECTION 15**

### **Savings Provision**

15.1 Should any court or administrative agency of competent jurisdiction determine that any portion of this Agreement is in conflict with any law or regulation, such decision shall not affect the validity of the remaining provisions of this Agreement. After the appellate procedures from such decision have been exhausted, or if no appeal is taken therefrom after the time for appeal shall have expired, the parties shall meet for the purpose of considering the necessity of supplementing the language of the Agreement to the extent necessitated by such decision. Any failure to reach agreement on such supplemental language shall be subject to arbitration.

## **SECTION 16**

### **Strikes and Lockouts**

16.1 During the life of this Agreement, the Union shall not engage in any strike or stoppage of work, slowdown or boycott, and the Employer agrees not to engage in any lockout.

**SECTION 17**  
**Transfer of Employer's Interest**

17.1 In the event of a bona fide sale or transfer of any store covered by this Agreement during the term hereof, the Employer hereunder who was the operator of such store shall be responsible for any and all monetary benefits that his employees have accumulated under this Agreement up to the date of such sale or transfer.

17.2 In the event of the dissolution of a partnership which is one of the Employers hereunder, and if any one of the former partners continue the operation of such former partnership enterprise, this Agreement shall be binding on such former partner, who continues said enterprise, for the balance of the term of this Agreement.

**SECTION 18**  
**Employer's Rights**

18.1 The Employer reserves the right of hiring and discharge, but no employee shall be discharged because of legitimate Union activity, and no employee shall be discharged without reasonable cause. There shall exist one (1), sixty (60) calendar day probationary period for new employees measured from the first date of employment. If an employee is terminated during this probationary period for any cause, such termination shall not be subject to the grievance and arbitration procedure.

18.2 Except as specifically abridged, delegated, granted or modified by this Agreement, or any supplementary Agreements that may hereafter be made, all of the rights, powers and authority the Employer had prior to the signing of this Agreement are retained by the Employer, and remain exclusively and without limitation within the rights of management, which are not subject to the grievance procedure and/or arbitration.

**SECTION 19**  
**Check-Off**

19.1 The Employer agrees during the life of this Agreement, upon receipt of an executed check-off in the form noted below, to deduct from the employee's earnings each month an amount equal to the regular monthly union dues, initiation fees (in equal installments during a 90-day period), reinstatement fees, and assessments due Local 367 which have accrued in the past and which accrue in the future, such amounts to be transmitted to the Union on or before the 10th day of each month.

19.2 The Union agrees to supply the Employer with the amounts of union dues, initiation fees, reinstatement fees or assessments applicable to each classification or individual as the case may warrant. In no event will the amount deducted exceed the total of one month's dues plus fifty dollars (\$50.00).



19.3 The Employer agrees to request all employees to fill out and sign check-off authorization forms in the form noted below which are to be supplied by the Union.

**Assignment of Wages**

I hereby voluntarily assign to UFCW Union, Local 367, from my wages such sum per month as may be fixed by Local 367 in payment of dues, initiation fees, reinstatement fees and assessments which have accrued in the past and which accrue in the future, as limited by the contract between the Employer and Local 367. I authorize and direct my Employer to deduct said amounts to Local 367 on or before the 10th of each month.

I will report to Local 367's office within thirty (30) days in order to fill out all necessary forms required for joining the Union and securing benefit coverage.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Signature

Address: \_\_\_\_\_  
\_\_\_\_\_

Social Security No. \_\_\_\_\_

19.4 The Employer shall, upon the receipt of a request in writing from an employee, deduct from the employee's earnings each month an amount to be designated by the employee and remit said sum to the UFCW Western Washington Federal Credit Union for the order of the authorizing employee. The authorization and the amount thereof shall not be changed more frequently than is reasonable.

**SECTION 20**  
**Termination and Modification**

20.1 This agreement shall be in full force and effect from September 1, 2017, to and including August 31, 2020, and shall continue from year to year thereafter unless written notice of a specific desire to cancel or terminate the agreement is served by either party upon the other at least sixty (60) days prior to August 31, 2020.

20.1.1 Effective September 1, 2018, this agreement shall automatically be opened for the purpose of negotiating wages and health and welfare. Section 16, Strikes and Lockouts shall not be in effect during this opener.

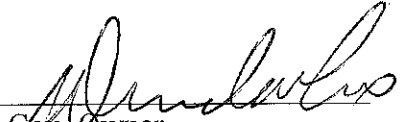
20.1.2 Effective September 1, 2019, this agreement shall automatically be opened for the purpose of negotiating wages and health and welfare. Section 16, Strikes and Lockouts shall not be in effect during this opener.

20.2 Where no such cancellation or termination notice is served and the parties desire to continue said agreement, but also desire to negotiate changes or revisions in this agreement, either party may serve upon the other a notice at least sixty (60) days prior to August 31, 2020, of desire to revise or change terms or conditions of such agreement.

20.03 The respective parties shall be permitted all legal or economic recourse to support their requests for revision if the parties fail to agree thereon.

SOUTH BEND PHARMACY  
1st and Willapa  
South Bend, WA 98586

UFCW UNION LOCAL NO. 367  
6403 Lakewood Drive W  
Tacoma, WA 98409

By   
Dave Cox, Owner

By   
Denise Jagielo, President

Date 7-11-18

Date 6/11/18

APPENDIX "A"

All wage increases shall be across-the-board.

Appendix "A" Wages

	Effective <u>9/1/17</u>	Effective <u>9/1/18</u>	Effective <u>9/1/19</u>
Clerks/Assistant	\$14.73	*	*
Technicians	\$16.38	*	*
Pharmacists	\$49.62	*	*

New Hires Clerk/Assistant rates for employees hired after 1/27/12.

	Effective <u>9/1/17</u>	Effective <u>9/1/18</u>	Effective <u>9/1/19</u>
0 - 520	\$10.00	*	*
521 - 1560	\$10.25	*	*
1561 - 2600	\$10.50	*	*
2601 - 3640	\$11.00	*	*
3641 - 4160	\$11.50	*	*
4161 - 4680	\$12.50	*	*
4681 - 5200	\$13.25	*	*
5201 - 6240	\$13.75	*	*
Journey person	\$14.48	*	*

Effective June 1, 2015, based on May 2015 hours, the Employer will pay up to four dollars and eighty six cents (\$4.86) per compensable hour for health and welfare benefits and 100% of the weekly copays. In the event the hourly rate exceeds four dollars and eighty six cents (\$4.86) per compensable hour any such increases shall be split 50% paid by the Employer and 50% paid by the employees. Employee contribution shall be paid through payroll deduction.

\*The parties agree that the contract will automatically open September 1, 2018, and September 1, 2019, to discuss modifications to the health and welfare and wage sections of the agreement. The parties agree Section 16 shall not apply during the period the agreement is open and that both sides shall be free to exercise all legal rights during said open period.

\*See Section 20 - Termination and Modifications regarding wage openers.

NOTICE OF SALE OR CLOSURE

The Employer agrees to give employees not less than two (2) months' notice of the sale or closure of the store. In the event of less than two (2) months' notice, the Employer agrees to pay all employees with four (4) years or more of employment, not less than eighty (80) hours of severance pay. All severance pay due under these provisions shall be paid in the calendar month immediately following the sale or closure of the store/business.

DISMISSAL NOTICE

After one (1) year of employment, employees shall be given one week notice of dismissal of their services, or the equivalent in pay thereof. After two (2) years of employment, two weeks' notice or the equivalent in pay thereof, unless dismissal is for just cause as stipulated herein. The employee shall give the same amount of notice to the Employer, in the event he or she terminates the employment.

**APPENDIX "B"**  
**PHARMACY TECHNICIAN DUTIES**

Pharmacy Technicians may perform only the following work functions in and about the pharmacy under the direct supervision of a Registered Pharmacist at all times.

1. Operate the computer; however, if the display screen indicates a potential drug interaction or other problem, the pharmacist in charge at that time must be consulted before any "over-ride" action takes place.
2. Enter the prescription information in the patient profile including information regarding non-safety closure and type the label AFTER the document has been examined and clarified (transcribed) if necessary, by a pharmacist.
3. Receive refill "approval" or "denial" information only, from the prescriber.
4. Take the product from the shelf AFTER the pharmacist has determined the product to be used on the prescription.
5. May "count" and "pour" but must not complete the labeling, etc. The original container, the medication, plus the prescription document and label must be available for examination and completion of the prescription by the pharmacist.
6. May perform Pharmacy Assistant functions under the general supervision of a Registered Pharmacist.
7. Employees shall wear a badge indicating Pharmacy Technician.
8. Pull medications for prescriptions.

**APPENDIX "C"**  
**PHARMACY ASSISTANT DUTIES**

Pharmacy Assistants may perform only the following work functions, in or about the pharmacy, and must be under the general supervision of a Registered Pharmacist at all times.

1. Filling and refilling.
2. Bookkeeping.
3. Pricing (cost and/or selling price).
4. Stocking.
5. Delivery.
6. Documentation related to third-party reimbursement.
7. Housekeeping.
8. Cashiering in drug department.
9. Non-professional phone inquiries (i.e., those calls that are unrelated to the "practice of pharmacy" as defined in RCW 18.64).
10. Employees shall wear a badge indicating Pharmacy Assistant title.

Appendix A  
Employer Bargaining Agreements covering only Sound Retirement Trust  
Preferred Schedule

This is the Preferred Schedule for Employers that have bargaining agreements with an obligation to contribute to the Sound Retirement Trust. This Appendix applies to stores in bargaining agreement areas (e.g., Spokane) in which both the grocery and meat department employees (if any) have historically participated in the Sound Retirement Trust (that is bargaining agreements where the meat department employees were NOT covered under the former Washington Meat Industry Pension Trust).

This Preferred Schedule will apply to participating Employers and Unions that have adopted it as follows:

For bargaining agreements that expired on or after January 1, 2011, and prior to May 1, 2013, or which adopted this Schedule during that period, the Preferred Schedule requires the additional employer supplemental contribution rates set for in Table 1 below.

Effective:	
January Hours 2011	\$.05
January Hours 2012	\$.10
January Hours 2013	\$.15
January Hours 2014	\$.20
January Hours 2015	\$.25
January Hours 2016	\$.30
January Hours 2017	\$.35
January Hours 2018	\$.40
January Hours 2019	\$.45
January Hours 2020	\$.50
January Hours 2021	\$.55
January Hours 2022	\$.60
January Hours 2023	\$.65

For bargaining agreements expiring on or after May 1, 2013, and prior to September 1, 2016, or which adopt this Schedule during this period, the Preferred Schedule requires the additional employer supplemental contribution rates set forth in Table 2 below.

Table 2	
Effective:	
January Hours 2013	\$.15
January Hours 2014	\$.21
January Hours 2015	\$.27
January Hours 2016	\$.33
January Hours 2017	\$.39
January Hours 2018	\$.45
January Hours 2019	\$.51
January Hours 2020	\$.57
January Hours 2021	\$.63
January Hours 2022	\$.69
January Hours 2023	\$.75

For bargaining agreements adopted on or after September 1, 2016, or which adopt this Table 3 before September 1, 2016, the Preferred Schedule requires the additional employer supplemental contribution rates set forth in Table 3 below.

Table 3	
Effective:	
January Hours 2016	\$.0330
January Hours 2017	\$.0436
January Hours 2018	\$0.542
January Hours 2019	\$0.648
January Hours 2020	\$0.754
January Hours 2021	\$0.860
January Hours 2022	\$0.966
January Hours 2023	\$1.072

With respect to bargaining agreements adopted on or after September 1, 2016, the contribution increases provided under this Table 3 are effective no later than for hours worked the first full month following the later of the effective date or ratification date of the new collective bargaining agreement, not to exceed 180 days following the expiration of such agreement.

The initial rate increase cannot be made retroactive unless the amount of the increases greater than the surcharge it replaces.