

Agreement by and between

# **UFCW 21 and NERI Independent Pharmacies**



**A&H Drugs, Cornell Valley Pharmacy & Home Care, Des Moines Drug, Jim's Pharmacy, Lafferty's Pharmacy, Ballard Plaza Pharmacy, Medical Center Pharmacy, Ostrom's Drug, Sand Point Pharmacy, White Center Pharmacy**

**Effective 8/1/2013 – 1/31/2017**



# YOUR VOICE, YOUR UNION, YOUR CONTRACT

## About UFCW 21

UFCW 21 is a large, strong, progressive, and diverse union, representing more grocery workers, retail workers, and professional and technical health care workers than any other union in the state.

With over 44,000 members united, we have the power and resources to take on tough employers, represent members on the job, raise standards in our industries, and support laws that make a difference for working families.

**With a union you and your co-workers have a voice in decisions about your work life**—wages, benefits, holidays and vacations, scheduling, seniority rights, job security, and much more. Union negotiations put us across the bargaining table from management—as equals.

A negotiating committee of your co-workers and union staff negotiated this contract. How does the negotiating committee know what issues are important? Union members tell us. The issues raised in contract surveys and proposal meetings help us decide what to propose in contract negotiations. Stewards and union representatives report on issues that arise on the job, talking with members about grievances, problems, and needs. They have a hands-on sense of what the issues are.

The more that union members stand together and speak out with one voice, the stronger the contract we can win. A contract can only take effect after union members have a chance to review the offer and vote on it.

**A union is as strong as its members. It's no secret—an active and united membership means a stronger union—which means a better contract.**

My Union Representative:

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My Union Steward:

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**THIS AGREEMENT** is mutually entered into by and between UFCW Local 21, of Seattle and vicinity, chartered by the United Food and Commercial Workers International Union, AFL-CIO, CLC, hereinafter referred to as the "Union" and Northwest Employee Relations, Inc., hereinafter referred to as the "Employer".

## **ARTICLE 1 - RECOGNITION AND BARGAINING UNIT**

**1.01** The Employer recognizes the Union as the sole and exclusive bargaining representative with respect to wages, hours, and other terms and conditions of employment for, and this Agreement shall apply to, all employees of the Employer employed in the classification related thereto, in the Employer's present and future retail stores in King and Snohomish counties which handle drugs, drug sundries, and other merchandise presently handled by the Employer under this Agreement.

**1.02** All work and services pertaining to the classifications contained herein, shall be performed only by employees covered by this Agreement, except as provided in the Addendum "C" attached. Bookkeepers may perform up to ten (10) hours per week (on average) of work normally performed by bargaining unit employees.

**1.03** In the event a prescription is filled at a location other than where received, work shall be done by bargaining unit members.

## **ARTICLE 2 - UNION SECURITY**

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

**2.01.1 Dues/Initiation Fees:** During the term of this Agreement, the Employer shall deduct all Union dues and fees from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. Deductions will be promptly transmitted to the Union within five (5) business days by check payable to its order. Included with the check the Employer shall provide the Union a separate list of all Union employees included in the payroll deduction check. The list (when possible) shall be transmitted electronically and shall include employee's name, social security number, and dollar amount deducted by pay period. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions.

**2.01.2** The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that shall arise against the Employer for or on account of any deduction made from the wage of such employee.

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

**2.02.1** Whenever the Union shall require the discharge of any employee in connection with the Union security clause of this Agreement, the Union shall hold the Employer harmless and shall indemnify the Employer against loss, as a result of relying upon the direction of the Union in terminating any employee. The Employer agrees that when the Union notifies the Employer, in writing, that the reason for the termination was a bona fide clerical error, the Employer will offer to reinstate the employee within a reasonable time, not later than the beginning of the next scheduled work week after receipt of such written notice.

**2.03** Any new employee failing or refusing to secure membership in the Union as provided above shall, upon demand of the Union, be released from the employ of the Employer.

**2.04** The Employer agrees that upon hiring or re-hiring any employee coming within the classifications herein set forth, it shall require each applicant employed hereunder to sign a Union supplied form outlining the requirements of 2.01. One (1) signed copy shall be given to the employee at the time of signing and the other copy shall be forwarded to the Union office in a self-addressed, postage-paid envelope supplied by the Union.

**2.04.1** Master Lists/Status Reports: In the event there is an addition or subtraction from the bargaining unit, the Employer shall note these changes on the Dues Report listed in 2.01 a. of this Agreement.

**2.05** Representatives of the Union shall be permitted to contact the employees covered by this labor Agreement to make proper investigation for the purpose of determining that this Agreement is being complied with by the Employer and for the presentation and handling of grievances provided the Union shall not interfere with the conduct of business; provided, however, representatives of the Union shall not go into an area of the store not open to the general public without first notifying the Store Manager or Person-In-Charge. However, non-registered union agents shall not go behind the pharmacy counter.

**2.06** The Union agrees, in consideration of the signing of this Agreement by the Employer and for the period of the good and faithful performance of its provisions and covenants by the Employer, to lease to each store represented by the Employer, a Union Store Card, the property of and issued by the United Food and Commercial Workers International Union.

**2.07** **Voluntary Political Action Fund Deduction.** The Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution authorization form.

**2.07.1** The Union and each employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits and other liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

## ARTICLE 3 - DEFINITIONS

- 3.01 Head Salesperson** - A bargaining unit supervisory employee who is designated by management.
- 3.02 General Clerk** - Main duties consist of general clerking such as operating the check stand, selling, housekeeping, ordering, stocking, etc.
- 3.03 Pharmacy Assistant "A"** - An employee who is certified and has been assigned by management the duties of Pharmacy Assistant "A", defined by the regulations of the Washington State Board of Pharmacy.
- 3.04 Pharmacist** - An employee who is certified and recognized by or acceptable to the Washington State Board of Pharmacy. For purposes of overtime, a pharmacist is an exempt employee under this contract.
- 3.05 Christmas Extras** - Christmas extras shall not be subject to the following provisions of this Agreement.

**Section 4.04.2, Article 7 - Holidays, Article 8 – Personal Time Off, Article 10 - Health and Welfare & Dental, Article 11 - Retirement.** Any Christmas extra who remains on the payroll on or after the second Sunday in January shall be covered by all the provisions of this Agreement and Sections. Article 7 - Holidays, Article 8 - Personal Time Off, Article 10 - Health and Welfare & Dental and Article 11 - Retirement, shall apply retroactively to employee's date of hire. This provision shall apply to employees hired October 1st or after and laid-off by the second Sunday in January.

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

## ARTICLE 4 - WORKING HOURS

**4.01 The Basic Straight-time Work Week** - shall consist of forty (40) hours, five (5) eight (8) hour days within the calendar week. Work Schedules shall be arranged so that employees will not be required to work more than six (6) consecutive days without a day off except in case of unexpected emergency beyond the control of the Employer, or except as provided in paragraph 4.04.2 of this Section. It is the purpose of this Agreement to establish a five (5) day, forty (40) hour work period in the calendar week.

**4.02 The Basic Straight-time Workday** - shall consist of eight (8) hours, to be worked within nine (9) consecutive hours, with a scheduled uninterrupted meal period not less than one-half (1/2) nor more than one (1) hour at approximately the middle of the workday.

**4.02.1** In the event it is necessary in order to comply with the State law for a pharmacist to be present and on call in the store when no relief is available during the employee's lunch period, the employee shall be paid for such time and allowed to eat in the store on Employer's time.

**4.02.2** There shall be a rest period of ten (10) minutes in every continuous four-hour period of employment. In the event that one (1) shift shall be less than four (4) hours and the other shift shall be four (4) hours or more, there shall be only one (1) rest period, fifteen (15) minutes in the longer shift. All rest periods shall be on the Employer's time and shall cover time from stopping work and returning thereto.

**4.03** Employees shall be compensated at the rate of one and one-half (1½) times the regular straight-time rate of pay for all work performed over eight (8) hours in any one (1) day, forty (40) hours in any one (1) calendar week, and when six (6) days are worked on a mandatory basis, Monday through Saturday, time and one-half (1½) shall be paid for work on the day (other than Sunday) the least number of hours are worked, however, a Store Helper may work the sixth (6th) day at straight-time on a voluntary basis except when the sixth (6) day results in the employee working in excess of forty (40) hours in a week.

**4.03.1** Overtime shall be figured on the closest one-tenth (1/10th) of an hour. Any employee whose hourly shift has been completed before the closing time of the store shall discontinue doing any further work at the completion of the employee's hourly shift unless the Manager or Employer requests further service of said employee, in which case, the employee shall be paid.

**4.03.2 Non-Pyramiding** - There shall be no pyramiding or combination of one premium pay with another, or of premium pay with overtime pay, but only the highest applicable rate shall be paid.

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

#### **4.04 Premium Hours**

**4.04.1** All work performed on an employee's eleventh (11th) consecutive workday and any consecutive day thereafter shall be premium time and shall be paid for at the rate of double (2) time. This may be waived by mutual agreement between Employer, employee and the Union; provided, however, the employee will not be discriminated against for reasonable refusal. It is the intent of this provision that back to back scheduling shall only be done where necessary when making shift changes or acceptable in the best interests of both the employee and Employer. In no instance shall this be used to defeat the intent of Article 4, Section 4.01.

**4.04.2 Sundays** - For all classifications, except pharmacist classifications, hired prior to June 1, 1989, all work performed on Sunday will be compensated for at an employee's regular straight-time rate of pay, plus a one dollar and sixty-seven and one-half cents (\$1.67½) per hour premium.

For employees hired after June 1, 1989, all work performed on Sunday will be compensated for at their regular straight-time rate of pay plus a one dollar (\$1.00) per hour premium for clerk classifications.

**4.04.3 Sundays:** For employees hired after April 1, 2004, all work performed on Sunday will be compensated for at their regular straight-time rate of pay plus a **fifty cent (\$.50)** per hour premium for clerk classifications.

For pharmacist classifications, all work performed on Sunday shall be compensated for at no less than the pharmacist's regular straight-time rate of pay listed in this contract, plus a **\$1.25** per hour premium.

**4.05 No Free Time** - The Employer shall be responsible for payment for all hours worked, and an employee shall only work those hours specifically authorized by the Employer. Accordingly, it is intended that there shall be no "free or time-off-the-clock" work practices under this Agreement. Any employee found by the Employer or the Union to be engaging in such practice shall be subject to discipline, which may include termination.

**4.06 Work Schedule** - It is agreed that the Employer will make work schedules for the coming week available to the employees at the end of the shift on Thursday. The work schedule will designate the employee's day off. All employees shall be guaranteed work as scheduled or pay at applicable rates, in lieu thereof, on each day that they report to and remain available for work as scheduled by the Employer, provided the schedule may be changed as required by unexpected emergencies; mutual agreement between the Employer and the employee; or by forty-eight (48) hour notice.

**4.07** An employee shall be allowed to work a split shift provided such work is on a voluntary basis, mutually agreed to by the employee, the Union and the Employer.

**4.08** Except in cases of emergency beyond the Employer's control, no employee shall be scheduled less than four (4) continuous hours' employment or equivalent compensation in any day ordered to report for work, compensation to begin at the time of reporting for duty.

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

**4.10** Except as provided for in Section 4.02.1 schedules shall be so arranged that any day in excess of five (5) hours must have a scheduled meal period preferably in the middle of the shift.

**4.11** In formulating the work schedule of any employee a minimum of ten (10) hours shall be scheduled between two (2) consecutive straight-time work shifts. Work performed prior to the ten (10) hours between the two (2) straight-time work shifts, when so scheduled by the Employer, shall be paid at the rate of time and one-half (1½) the employee's regular rate of pay. This provision shall not apply to the Christmas Season defined in 3.08.

## **ARTICLE 5 - SENIORITY, LAYOFFS & REHIRE, REDUCTION OF HOURS**

### **5.01 Attainment of Seniority**

**5.01.1** Regular part-time and regular full-time employees shall attain seniority after six (6) months of continuous employment with one (1) Employer.

**5.01.2** Upon completion of this period, seniority shall date back to the last date of hire.

### **5.02 Application of Seniority**

**5.02.1** Seniority shall be applicable on an individual store basis, except as otherwise provided under Sections 5.02.2, 5.02.3, and 5.02.4 and shall apply only to the extent provided in this Article.

**5.02.2** An employee's seniority shall not be broken if the Employer transfers the employee to a different store of the same Employer covered by this Agreement.

**5.02.3** In the event an Employer terminates the operation of any of its stores in the bargaining unit, the Employer may transfer affected employees in accordance with the terms of Section



**5.02.2.** Any employee not transferred to another store prior to the actual closure shall have preferential recall rights to fill available openings at any two (2) other locations of the Employer as designated by the employee, subject to both 5.02.2 and 5.05-e.

**5.02.4** Pharmacists working less than 40 hours per week shall be given consideration for an open 40 hour shift in another store within the area, if requested.

**5.03 Layoff** - Where there is a reduction of the number of employees performing comparable work, the last employee hired shall be the first employee laid off, provided qualifications and ability are equal, except as otherwise provided in the Agreement.

**5.04 Rehire** - Where there is an increase in the number of employees performing comparable work, the last employee laid off from such comparable work shall be the first employee rehired, except as otherwise provided in this Agreement.

**5.05 Loss of Seniority** - Except as otherwise provided in Section 9.01 (Emergency Leave) seniority shall be broken, and employee's service shall be terminated for the following reasons:

- a. Retirement
- b. Voluntary quit.
- c. Discharge in accordance with Section 13.01 (Discipline & Discharge).
- d. Failure to report to work immediately following a leave of absence as provided in Section 9.01 (Emergency Leave).
- e. If on layoff three (3) months or more.
- f. Non-occupational illness or injury of three (3) months or more where the Employee has less than three (3) years seniority.
- g. Non-Occupational illness or injury of six (6) months or more where the employee has three (3) years or more seniority.
- h. Occupational illness or injury of six (6) months or more, unless the employee and Employer mutually agreed to a longer period, in writing.

**5.06 Prohibition Against Reduction of Hours** - Regular employees shall not have their hours arbitrarily and capriciously reduced for the purpose of forcing the employee to quit.

**5.07 Available Hours** - The parties recognize that it is necessary to utilize both full-time and part-time employees in the Employer's business. Nevertheless, it is the policy of the Employer to utilize as many full-time employees (up to 40 straight-time hours per week) as is practical, taking into consideration the needs of the Employer's business. The Employer retains the sole and exclusive right to determine the needs of business and to establish weekly work schedules in accordance with said needs, and nothing in this Agreement shall restrict these rights. An employee with seniority as provided in Section 5.01.1, performing a comparable work assignment within the same job classification as a junior employee who has been assigned a longer weekly work schedule, shall be entitled upon request, to said junior employee's work schedule up to a maximum of forty (40) straight-time hours per week, provided that the senior employee's qualifications and ability are equal, that said employee is available to perform the longer weekly work schedule, and that said employee has previously notified the Employer, in writing, of the employee's desire to work additional hours. The senior employee's request for said longer weekly work schedule shall be made in writing to the employee's immediate department or section Supervisor within twenty-four (24) hours of the publication of the weekly work schedule in question. Nothing herein shall be construed as a guarantee of daily or weekly hours of work.

5.08 Nothing set forth in this Article 5 shall be interpreted or applied to require any compensation for time not worked.

## ARTICLE 6 - WAGES AND CLASSIFICATIONS

6.01 **Rates and Classifications** - Refer to Appendix "A" of this Agreement.

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

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

6.04 **Graduate Pharmacist Intern Experience** - All drug store experience will apply including experience acquired before graduation at the Employer's store only

6.05 All graduate pharmacists shall be paid on the employee's applicable pharmacist's rate whether working on the prescription case or in any other department of the store.

6.06 **Experience for Pharmacists** - Any experience recognized by or acceptable to the Washington State Board of Pharmacy must be considered; provided, however, anything to the contrary notwithstanding, a Pharmacist shall not be required to receive the wage scale for journeyman until the employee has had a minimum of five hundred twenty (520) hours' experience after registration.

6.07 **Experience for Non-Pharmacists** - Where an employee is hired in a department where comparable past experience is applicable, all past experience for an apprentice shall apply if the apprentice has worked within the two (2) years prior to employment. The Employer shall be the sole judge of the comparability of prior experience and such judgment shall not be arbitrary or capricious. Past experience for employees who were formerly a journeyman shall be applied as follows:

- A. Comparable experience means having performed similar kinds of work and handling similar general kinds of merchandise.
- B. Apprentices - If less than two (2) years have elapsed since last employed in comparable experience, full credit is given; if more than two (2) years, no credit shall be given.
- C. Journeyman - If less than two (2) years have elapsed, an employee shall be considered a Journeyman. If two (2) to three (3) years have elapsed, an employee shall be considered a Step 4 Apprentice; if three (3) to four (4) years have elapsed, an employee shall be considered a Step 3 Apprentice. If more than four (4) years have elapsed, no credit shall be given.

6.07.1 Prior hours of experience must be claimed on the employment application. The burden of providing proof of previous comparable experience rests solely with the employee. Should the employee and/or the Union fail to provide, within thirty (30) days from date of application with the Union, acceptable proof of actual hours of previous experience, the Employer is under no obligation to make any adjustments whatsoever.

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

**6.09 Contract Minimums** - Except as provided in this Agreement, the terms herein are intended to cover only minimums in wages, hours and working conditions, and the Employer may place superior wages, hours and other terms and conditions of employment in effect and may reduce the same to the minimum herein prescribed without the consent of the Union.

**6.10 New Classifications** - Should the Employer introduce a new classification of work it shall assign a rate to such work classification. The Union shall have the right to question the reasonableness of such new rate and the Employer agrees to meet with the Union for this purpose. If agreement is not reached within ten (10) days thereafter, either side may request that it be settled by arbitration as provided for in this Agreement.

## ARTICLE 7 - HOLIDAYS

**7.01** The following days shall be observed as holidays on the date established for each:

New Year's Day	Labor Day (1st Monday in September)
Memorial Day (last Monday in May)	Thanksgiving Day
Fourth of July	Christmas Day
Floating Holiday (total of 3)	

After six (6) months' employment with the Employer, regular employees shall be entitled to one (1) Floating Holiday (see above) during the period from January 1st to December 31st of each year. Such holiday shall be observed on a day mutually agreeable to the employee and the Supervisor. Should more than one employee desire a given day, but business necessity will only allow for one person off the job, the senior requesting employee will be granted the holiday. Pay for the Floating Holiday shall be at the regular rate in the week the holiday was observed.

Effective date of (2001) ratification, an additional 2 Floating Holidays shall be added to the agreement, for a total of three (3) personal holidays. Employees with one or more years of service shall be granted the new Floating Holidays at ratification. Employees with less than one years' service at ratification shall be granted the Floating Holidays upon reaching one year of service.

Floating holidays may be used for illness of an employee or family member.

**7.02** After six (6) months employment, employees, provided they normally work the hours as specified in Section 7.03, (who work during the week in which the holiday occurs), and report for work their last scheduled working day preceding and their next scheduled working day immediately following the holiday, shall be paid for holidays, specified in Section 7.01 of this Article, not worked as provided for under Section 7.03, if such employee works sometime during the workweek that the holiday occurs; provided however, the requirement that the employee work sometime during the workweek shall not apply to an employee who has been regularly employed with the Employer in excess of one (1) year if the employee was absent because of a bona fide illness or authorized leave of absence commencing within fifteen (15)

days prior to the holiday specified in Section 7.01 and who returns to work regularly within fifteen (15) days following such holiday.

**7.03** Employees normally working sixteen (16) hours or more per week shall be paid for the holiday on the basis of one-fifth (1/5th) of the employee's normal hours worked per week. The Employer shall use a standard computing period of no less than four (4) calendar weeks preceding the holiday week to determine the "hours normally" worked.

**7.04** If an employee works on a holiday, in addition to the pay set forth in Section 7.03, the employee shall be paid for all work performed on the holiday at the rate of time and one-half (1½) the employees straight-time rate except for work performed on Christmas Day which shall be paid for at the rate of two (2) times the employees straight-time rate.

**7.05** Holiday work shall be on a voluntary basis. If there are not enough employees who volunteer to work to properly operate the store, then the necessary employees shall be scheduled to work beginning with the least senior employee; provided, qualifications and ability are equal.

## ARTICLE 8 – PERSONAL TIME OFF (PTO)

**8.01** Employees working a minimum of 800 hours in an anniversary year of employment shall be entitled to the following personal time off based upon continuous years of service with one (1) Employer:

After completion of one (1) continuous year	One (1) Week
After completion of two (2) continuous years	Two (2) Weeks
After completion of six (6) continuous years	Three (3) Weeks
After completion of thirteen (13) continuous years	Four (4) Weeks

**8.02** Employees working a minimum of 800 hours in an anniversary year of employment shall earn personal time off on each anniversary date of continuous employment based upon the following formula:

Employees With Less Than Two (2) Years Of Continuous Service - One (1) hour vacation pay for each fifty (50) hours compensated for.

Employees Completing Two (2) To Eight (8) Years Of Continuous Service - Two (2) hours vacation pay for each fifty (50) hours compensated for.

Employees Completing Eight (8) To Fifteen (15) Years Of Continuous Service - Three (3) hours vacation pay for each fifty (50) hours compensated for.

Employees Completing Fifteen (15) Or More Years Of Continuous Service - Four (4) hours vacation pay for each fifty (50) hours compensated for.

**8.02.1** Compensable time, as used in 8.02 shall mean all straight-time and overtime hours worked, paid personal time off, paid holiday hours, paid funeral leave hours, and paid jury duty.

**8.02.2** The hours calculated under Section 8.02 shall be paid for at the employee's straight-time rate.

**8.03** The sale by the Employer of his business shall not relieve such Employer of the obligation to his employees for accrued personal time off pay to the date of sale.

**8.04** Personal time off is to be scheduled at mutually agreeable times in accordance with the individual store needs and the seniority shall prevail where two (2) or more employees select the same personal time off period. Based on store needs, the Employer may restrict personal time off for each employee to no less than two (2) week segments. If the senior person does not sign for vacation time by a set date, the first person to sign for the vacation time shall be allowed the time.

**8.05** Personal time off may not be waived by employees nor may extra pay be received for work during that period; provided, however, that by prior mutual agreement between the Employer, the employee and the Union, this provision may be waived.

**8.06** Personal time off may not be cumulative from one (1) year to another.

**8.07** If a holiday named under Article 7 of this Agreement falls within the personal time off period of any employee, the employee shall be granted an additional day off with full pay or a day's pay in lieu thereof.

**8.08** Upon ten (10) days prior notice by the employee on a form furnished by the Employer, personal time off compensation shall be paid on the normal payday immediately preceding the beginning of the personal time off period.

**8.09** After one (1) year of continuous employment, any personal time off accrued under Section 8.02, but not taken, shall be paid to the employee at the time of termination, in accordance with the Employer's regular payroll period; provided however, that accrued vacation will be considered waived by the employee in the event the employee is terminated for dishonesty or gross misconduct.

## **ARTICLE 9 - LEAVES**

**9.01** **Emergency Leave** - Any employee may, by mutual agreement, take an emergency leave of absence not to exceed two (2) weeks in the event of certified, serious illness or injury of the employee, or serious illness, injury or death in the employee's immediate family without prior notice; provided that the employee makes every reasonable effort to notify the Employer within twenty-four (24) hours of the commencement of said leave.

**9.01.1** Employer may grant a leave of absence, not to exceed one (1) year. Any such leave of absence shall be requested by the employee in writing and any approval by the Employer must be in writing. The written request for leave of absence by the employee shall state the following information:

- A. Reason for such request;
- B. Date leave is to begin; and
- C. Date of return to work.

**9.01.2** Such leave shall be reported on the Pension report turned in by the Employer for the last month the employee worked. As such leave might relate to Pension, there will be no extension of leave without approval of the Pension Board of Trustees.

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

**9.03 Military Service** - In the event any employee covered by this Agreement shall be called or conscripted for the United States Military Service in any capacity, he shall retain, consistent with his physical and mental abilities, all seniority rights hereunder for the period of this Agreement or any renewal or extension thereof, provided, application for re-employment is made within ninety (90) days after being honorably discharged from such military service. In the event the re-employment of any veteran necessitates the reduction of the working force, such reduction may be made by the Employer without penalty. Also, any further veteran legislation enacted by Congress shall be considered binding by both parties.

**9.04 Funeral Leave** - After their first year of employment, employees who are regularly employed twenty-four (24) hours or more per week, shall be allowed up to three (3) days off with pay for loss of their normal scheduled hours of work for the purpose of attending the funeral of a member of the immediate family. Funeral leave will be paid only with respect to a work day on which the employee would otherwise have worked and shall not apply to an employee's scheduled days off, holidays, vacation, or any other day in which the employee would not, in any event, have worked. Funeral leave shall be paid for at the employee's regular straight-time hourly rate. Immediate family shall be defined as spouse, domestic partner, son, daughter, grandchild, stepchildren residing therein, mother, father, brother, sister, mother-in-law, and father-in-law. Days off without pay may be granted by the Employer where travel time, etc. is needed by the employee.

**9.05 Jury Duty Pay** - After their first year of employment, employees who are regularly employed eighty (80) hours or more per month who are called for service on a superior court or federal district court jury shall be excused from work for the days on which they serve, to a maximum of five days per year and shall be paid the difference between the fee they receive for such service and the amount of straight-time earnings lost by reason of such service up to a limit of eight (8) hours per day, forty (40) hours per week; provided, however, an employee called for jury duty who is temporarily excused from attendance at court must report for work if sufficient time remains after such excuse to permit him to report to his place of work and work at least one-half ( $\frac{1}{2}$ ) his normal work day. In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of jury pay received. Based on store needs, the Employer and the employee may petition the court to be excused from jury duty.

**9.06 Witness Pay** - Any employee who appears as a witness in court or at any other hearing on behalf of the Employer shall be paid for such time at straight-time. If the employee appears on the employee's day off or at a time of day when they are not scheduled to work, then they shall be paid as though it is work time.

## ARTICLE 10 - HEALTH AND WELFARE, DENTAL AND VISION

**10.01** The Employer and the Union agree to be bound by the terms of the Trust Agreements, which created the Sound Health and Wellness Trust, as initially executed on June 18, 1957, or the Trust Agreement which established the Sound Health and Wellness Trust, initially adopted December 3, 1998, as applicable, by all subsequent revisions or amendments thereto, and by all policies and other conditions of participation and eligibility, which may be established from time to time by the Plan Document, the Trusts' Rules and Regulations, the Summary Plan Description, and other pertinent procedures, practices, and Trustee actions. The Employer accepts the Employer Trustee members of the Board of Trustees, and their duly appointed successors, as its representatives for purposes of managing the Trust. The Union accepts the Labor Organization Trustee members of the Board of Trustees, and their duly appointed successors, as its representatives for purposes of managing the Trust.

**10.02 Adoption of Health and Welfare Labor Agreement:** The Employer and the Union agree to be bound by the Health and Welfare Labor Agreement, effective May 2007, by and between Allied Employers, Inc. and UFCW Union Locals 21, 367, 1439, UFCW International, and Teamsters Union Local 38, and by all subsequent revisions or amendments thereto.

**10.03** Employers party to this Agreement shall continue to pay \$4.53 on a per compensable hour basis (up to a maximum of one hundred and seventy-three (173) hours per calendar month per employee) into the Sound Health and 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, including the revision dated May 5, 2013.

**10.03.1** Effective June 1, 2014, on May 2014 hours the Trust will adjust the Employer contribution to \$4.70 per compensable hour up to a maximum of 173 hours in any month.

**10.03.2** Effective June 1, 2015, on May 2015 hours the Trust may adjust the Employer contribution up to a maximum of \$4.86 per compensable hour up to a maximum of 173 hours in any month.

**10.04** 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 and Wellness Trust in accordance with the terms and provisions of the Trust Agreement creating the Sound Health and Wellness Trust, dated June 18, 1957, and may be subsequently amended.

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

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

**10.07** 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.

**10.08** Notwithstanding the foregoing Section, the Board of Trustees of the Sound Health and 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 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.

**10.09** Employee Costs for Dependent Coverage: Full family coverage is provided except that each eligible employee desiring dependent medical coverage under the Trust shall authorize the Employer to deduct from their wages the appropriate amount as set from time to time by the Board of Trustees. Effective May 1, 2011, the weekly contribution rate to cover eligible dependents will be as follows:

	Single	EE & Spouse	EE & Children	Full Family
PPO*	\$9	\$21	\$15	\$23
HMO	\$5	\$15	\$9	\$19

## ARTICLE 11 - RETIREMENT

**11.01 Acceptance of Trust Agreement:** The Employer and the Union agree to be bound by the terms of the Trust Agreement, which created the Sound Retirement Trust, as initially executed on January 13, 1966, by all subsequent revisions or amendments thereto, and by all policies and other conditions of participation and eligibility, which may be established from time to time by the Trust's Plan Document, Summary Plan Description, and other pertinent rules, regulations, and Trustee actions. The Employer accepts the Employer Trustee members of the Board of Trustees, and their duly appointed successors, as its representatives for purposes of managing the Trust. The Union accepts the Labor Organization Trustee members of the Board of Trustees, and their duly appointed successors, as its representatives for the purposes of managing the Trust.

**11.02 Pension Payment** rates shall be paid in accordance with the rates listed in the Letter of Understanding on Pension Payments included and appended to the end of this agreement.

**11.03** The Employer agrees to pay into the Sound Retirement Trust the rate listed in the "Letter of Understanding on Pension Payments" attached to the end of this agreement for each compensable hour for benefit accrual on behalf of each clerk within the bargaining unit (including holiday and personal time off hours).

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

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

**11.06** 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.



**11.07** 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 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.

## **ARTICLE 12 - GENERAL CONDITIONS**

**12.01** There shall be a Head Pharmacist or Head Salesperson in each store except in stores where the Store Manager-Owner is a Pharmacist and there is no other Pharmacist scheduled to work 24 hours or more per week.

**12.02** Required promotional sales or other store meetings shall be considered time worked for the purpose of determining time and one-half (1½) after 40 hours worked. Sections 4.07 and 4.08 shall not apply to such meetings.

**12.03** Whenever the Employer requires the wearing of uniforms or head coverings, the same shall be paid for, laundered (except for drip dry uniforms) and cleaned by the Employer.

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

**12.05** Whenever any employee is required to work in more than one (1) store during the same day, such employee shall be compensated at his normal rate of pay. The mileage allowance when the employee uses a his own car for business purposes shall be the established IRS rate.

**12.06** Drug and Alcohol Policy. Employees shall be subject to the Employer's Drug and Alcohol Policy, as those standards may be modified or amended by the Employer from time to time; provided, however, that prior to implementing any change in the Drug and Alcohol Policy, the Employer will give the Union notice of the proposed change and an opportunity to bargain. Any request to bargain must be received by the Employer within fifteen (15) calendar days after receipt of the proposed changes by the Union.

## **ARTICLE 13 - DISCIPLINE, DISCHARGE AND DISCRIMINATION**

**13.01 Probationary Period** - In order for the Employer to have ample time within which to properly evaluate the performance of an employee, it is hereby agreed that the Employer has three hundred fifty (350) hours or within ninety (90) days after the initial date of employment in which to evaluate the employee. Within the said probationary period, the Employer may terminate the employee without recourse.

**13.02 Notice of Intention to Quit** - Any employee who intends to quit shall, to the extent possible, give two (2) weeks' notice. An employee who gives such notice shall not be terminated, or have hours reduced, solely for said reason.

**13.03 Polygraph Tests** - The Employer agrees not to require any employee or prospective employee to take or be subjected to any lie detector or similar tests as a condition of employment or continued employment, except as provided in Washington State Law.

**13.04 Non-Discrimination** - The Employer and the Union agree that each will fully comply with applicable laws and regulations regarding discrimination and will not discriminate against any employee or applicant for employment because of such persons race, religion, color, national origin, sex, or age. Any reference to gender in this Agreement includes both genders. Both parties recognize in all cases of conflict between the Americans with Disabilities Act (ADA) and any provision of this Agreement, or any practice under any of its provisions, the ADA shall prevail.

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

**13.05.1** No employee shall be disciplined or discharged except for just cause. The Employer shall be the judge of the competency and qualification of his employee and shall make judgment fairly. The Employer's judgment is subject to review by an arbitrator.

#### **ARTICLE 14 - GRIEVANCE PROCEDURE**

**14.01** In the event of a dispute or grievance over the interpretation of this Agreement, the following procedure shall be followed:

- Step 1:** The employee (and the job steward or Union Representative, if the employee so desires) and his/her immediate supervisor shall attempt to settle the dispute. Should the Employer or the employee desire the Agreement be reduced to writing, the Employer shall draft a memorandum of understanding outlining the Agreement. The Agreement shall be initialed by all parties involved in the Step 1 process, and a copy shall be forwarded to the Union. The Union has the option of rejecting such settlement where it is not consistent with the terms of this Agreement.
- Step 2:** The Employer and the Local Union Representative shall attempt to settle the dispute on a local basis. Should agreement be reached, a memorandum of understanding outlining such agreement shall be mutually drafted. Should there be no agreement, the grievance shall be written and automatically proceed to Step 3.
- Step 3:** Should the Union Representative and the Employer Representative fail to settle the matter within three (3) days after written notification of the dispute (Saturdays, Sundays and Holidays excluded), said dispute shall then be referred to an Adjustment Board to be called.

**14.02 Adjustment Board** - The Adjustment Board shall consist of two (2) representatives with industry experience, if available, one (1) to be selected by the Employer, and one (1) selected by the Union. The Board so constituted shall select an impartial chairman from a panel of names of persons submitted by each party. The decision of the Board so constituted shall be determined by a majority vote and shall be within the scope, and limited to the interpretation of, this Agreement upon the points of issue as stipulated. The decision of the Board so constituted shall be determined by majority vote and shall be final and binding upon the parties. The expense of employing said impartial chairperson shall be paid on a 50/50 basis by each party.

## **ARTICLE 15- RIGHTS AND RESPONSIBILITIES**

**15.01 Picket Lines** - It is understood and agreed that the grievance and arbitration procedure of this Agreement and the judicial and administrative remedies provided by law are the sole and exclusive means for settling any dispute between the employees and/or the Union and the Employer, whether relating to the application of this Agreement or otherwise.

**15.01.1** Accordingly, for the duration of this Agreement and any extension thereof, the Union agrees that neither the Union, its officers, agents, representatives and members, nor any employees covered by this Agreement shall in any way, directly or indirectly authorize, cause, assist, encourage, participate in, ratify or condone any strike (whether it be an economic strike, unfair labor practice strike, sympathy strike, or otherwise), sit-down, sit-in, slowdown, walkout, cessation or stoppage of work, picketing (including any refusal to cross any other labor organization's or other parties' picket lines), hand billing or any other activity which interferes, directly or indirectly, with the Employer's operations at any location.

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

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

**15.04 Seniority in Event of Sale or Merger** - When an Employer covered by this Agreement sells his business to another Employer covered by this Agreement, or merges his business with such Employer, the employees involved shall continue to be afforded the conditions in this Agreement and their original date of employment shall continue to be recognized in determining benefits in the Agreement.


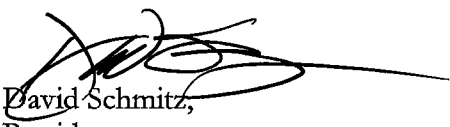
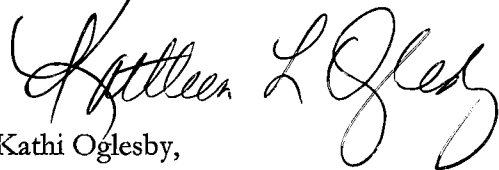
**15.05 Sales or Transfer of Store** - Upon the sale or transfer of a store, the former owner shall be responsible for any and all monetary benefits that employees have accrued under this Agreement to the date of sale or transfer. Within twenty (20) days after any such sale or transfer, the former owner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

**15.06 Responsibilities to the Public and the Pharmacy Profession** - The pharmacist must at all times conduct his profession in conformity with Federal, State and Municipal laws and regulations. The pharmacy personnel shall respect management's right to direct the operation of the entire store, including the pharmacy, so long as such direction does not intrude upon the professional integrity of such personnel or which would violate any state board rules or any law, and at no time shall such personnel be required to perform an illegal act.

**ARTICLE 16 - EXPIRATION AND RENEWAL**

**16.01** Except as provided below, this Agreement shall be in full force and effect as of the date of signing through the 31st day of January 2017 and shall be automatically renewed each year thereafter upon each anniversary of said date, unless written notice to the contrary be given to either party by the other on or before sixty (60) days prior to the expiration date.

IN WITNESS WHEREOF, we attach our signatures this 19th day of August, 2014.

<p><b>Northwest Employee Relations, Inc.</b></p>  <p>Gary Hedrick, NERI</p>	<p><b>UFCW LOCAL 21</b></p>  <p>David Schmitz, President</p>
<p><b>For and on Behalf of:</b> A&amp;H Drugs; Cornell Valley Pharmacy &amp; Home Care; Des Moines Drug; Jim's Pharmacy; Lafferty's Pharmacy; Ballard Plaza Pharmacy; Medical Center Pharmacy; Ostrom's Drug; Sand Point Pharmacy; White Center Pharmacy</p>	<p><b>UFCW LOCAL 21</b></p>  <p>Kathi Oglesby, Negotiations Director</p>

**APPENDIX A - WAGES**

	2010-13 Contract	1-May-14	1-Feb-15	1-Feb-16	1-Sep-16
<b>Head Pharmacist:</b>	\$45.75	\$46.50	\$47.25	\$48.00	\$48.75
<b>Staff Pharmacist:</b>	\$45.50	\$46.25	\$47.00	\$47.75	\$48.50

	2010-13 Contract	1-May-14	1-Feb-15	1-Feb-16	1-Sep-16
<b>Pharmacy Assistant "A" After 3121 hours</b>	\$17.09	\$17.34	\$17.59	\$17.84	\$18.09
Step 3 (2081 - 3120) Hrs	\$14.99	\$14.99	\$14.99	\$14.99	\$14.99
Step 2 (1041 - 2080) Hrs	\$14.24	\$14.24	\$14.24	\$14.24	\$14.24
Step 1 (0 - 1040) Hrs	\$13.49	\$13.49	\$13.49	\$13.49	\$13.49

**GENERAL CLERKS**

**PHARMACY ASSIST B**

	2010-13 Contract	1-May-14	1-Feb-15	1-Feb-16	1-Sep-16
<b>Hours Worked</b>					
Journey person (over 4681 - 5720 hours)	\$14.00	\$14.20	\$14.40	\$14.60	\$14.80
4th Apprentice (4681 - 5720 hours)	\$11.40	\$11.40	\$11.40	\$11.40	\$11.40
3rd Apprentice (3141 - 4680 hours)	\$10.90	\$10.90	\$10.90	\$10.90	\$10.90
2nd Apprentice (2081 - 3140 hours)	\$9.70	\$9.70	\$9.70	\$9.70	\$9.70
1st Apprentice (0-2080 hours In Union)	\$9.32	\$9.32	\$9.32	\$9.32	\$9.32

*Or minimum wage if it is raised above these rates during this period.*

**STORE HELPERS & CHRISTMAS EXTRAS**

*Note: the normal Sunday Premiums will prevail.*

**APPENDIX B - SUNDAY SCALE \***  
**(Employees Hired Prior to June 1, 1989)**

**Appendix B. Sunday Scale: Employees Hired Prior to 6/1/89**

	2010-13	1-May-14	1-Feb-15	1-Feb-16	1-Sep-16
<b>Head Pharmacist:</b>	Contract \$47.00	\$47.75	\$48.50	\$49.25	\$50.00
<b>Staff Pharmacist:</b>	\$46.75	\$47.50	\$48.25	\$49.00	\$49.75

*\* Pharmacists, all work performed on Sunday shall be compensated for at no less than the pharmacist's regular straight-time rate of pay listed in this contract, plus a \$1.25 per hour premium. If a pharmacist is being paid at a rate higher than this rate, there is no Sunday premium.*

	2010-13	1-May-14	1-Feb-15	1-Feb-16	1-Sep-16
<b>Pharmacy Assistant "A"</b>	Contract	1-May-14	1-Feb-15	1-Feb-16	1-Sep-16
<b>After 3121 hours</b>	\$18.77	\$19.02	\$19.27	\$19.52	\$19.77
Step 3 (2081 - 3120) Hrs	\$16.67	\$16.67	\$16.67	\$16.67	\$16.67
Step 2 (1041 - 2080) Hrs	\$15.92	\$15.92	\$15.92	\$15.92	\$15.92
Step 1 (0 - 1040) Hrs	\$15.17	\$15.17	\$15.17	\$15.17	\$15.17

**GENERAL CLERKS  
 PHARMACY ASSIST B**

	2010-13	1-May-14	1-Feb-15	1-Feb-16	1-Sep-16
<b>Hours Worked</b>	Contract	1-May-14	1-Feb-15	1-Feb-16	1-Sep-16
Journeyperson (over 4681 - 5720 hours)	\$15.68	\$15.88	\$16.08	\$16.28	\$16.48
4th Apprentice (4681 - 5720 hours)	\$13.08	\$13.08	\$13.08	\$13.08	\$13.08
3rd Apprentice (3141 - 4680 hours)	\$12.58	\$12.58	\$12.58	\$12.58	\$12.58
2nd Apprentice (2081 - 3140 hours)	\$11.38	\$11.38	\$11.38	\$11.38	\$11.38
1st Apprentice (0-2080 hours In Union)	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00

**STORE HELPERS & CHRISTMAS**

**EXTRAS**

State of Washington Minimum  
 Wage

*\* Subject to the conditions of Article 10.03.3*

**APPENDIX C-1 - SUNDAY SCALE \***  
**(Employees Hired After June 1, 1989)**

**Appendix C. 1. Sunday Scale: Employees Hired After 6/1/89**

	2010-13 Contract	1-May-14	1-Feb-15	1-Feb-16	1-Sep-16
<b>Head Pharmacist:</b>	\$47.00	\$47.75	\$48.50	\$49.25	\$50.00
<b>Staff Pharmacist:</b>	\$46.75	\$47.50	\$48.25	\$49.00	\$49.75

*\* Pharmacists, all work performed on Sunday shall be compensated for at no less than the pharmacist's regular straight-time rate of pay listed in this contract, plus a \$1.25 per hour premium. If a pharmacist is being paid at a rate higher than this rate, there is no Sunday premium.*

	2010-13 Contract	1-May-14	1-Feb-15	1-Feb-16	1-Sep-16
<b>Pharmacy Assistant "A"</b>					
<b>After 3121 hours</b>	\$18.09	\$18.34	\$18.59	\$18.84	\$19.09
Step 3 (2081 - 3120) Hrs	\$15.99	\$15.99	\$15.99	\$15.99	\$15.99
Step 2 (1041 - 2080) Hrs	\$15.24	\$15.24	\$15.24	\$15.24	\$15.24
Step 1 (0 - 1040) Hrs	\$14.49	\$14.49	\$14.49	\$14.49	\$14.49

**GENERAL CLERKS**

**PHARMACY ASSIST B**

	2010-13 Contract	1-May-14	1-Feb-15	1-Feb-16	1-Sep-16
<b>Hours Worked</b>					
Journeyman <i>(over 4681 - 5720 hours)</i>	\$15.00	\$15.20	\$15.40	\$15.60	\$15.80
4th Apprentice <i>(4681 - 5720 hours)</i>	\$12.40	\$12.40	\$12.40	\$12.40	\$12.40
3rd Apprentice <i>(3141 - 4680 hours)</i>	\$11.90	\$11.90	\$11.90	\$11.90	\$11.90
2nd Apprentice <i>(2081 - 3140 hours)</i>	\$10.70	\$10.70	\$10.70	\$10.70	\$10.70
1st Apprentice <i>(0-2080 hours In Union)</i>	\$10.32	\$10.32	\$10.32	\$10.32	\$10.32

**STORE HELPERS & CHRISTMAS**

**EXTRAS**

State of Washington Minimum  
Wage

*\* Subject to the conditions of Article 10.03.3*

**APPENDIX C-2 - SUNDAY SCALE \***  
(Employees Hired After April 1, 2005)

	2010-13	1-May-14	1-Feb-15	1-Feb-16	1-Sep-16
<b>Head Pharmacist:</b>	Contract \$47.00	\$47.75	\$48.50	\$49.25	\$50.00
<b>Staff Pharmacist:</b>	\$46.75	\$47.50	\$48.25	\$49.00	\$49.75

*\* Pharmacists, all work performed on Sunday shall be compensated for at no less than the pharmacist's regular straight-time rate of pay listed in this contract, plus a \$1.25 per hour premium. If a pharmacist is being paid at a rate higher than this rate, there is no Sunday premium.*

<b>Pharmacy Assistant "A"</b>	2010-13	1-May-14	1-Feb-15	1-Feb-16	1-Sep-16
<b>After 3121 hours</b>	Contract \$17.59	\$17.84	\$18.09	\$18.34	\$18.59
Step 3 (2081 - 3120)					
Hrs	\$15.49	\$15.49	\$15.49	\$15.49	\$15.49
Step 2 (1041 - 2080)					
Hrs	\$14.74	\$14.74	\$14.74	\$14.74	\$14.74
Step 1 (0 - 1040) Hrs	\$13.99	\$13.99	\$13.99	\$13.99	\$13.99

**GENERAL CLERKS  
PHARMACY ASSIST B**

	2010-13	1-May-14	1-Feb-15	1-Feb-16	1-Sep-16
<b>Hours Worked</b>	Contract	1-May-14	1-Feb-15	1-Feb-16	1-Sep-16
Journeyman	\$14.50	\$14.70	\$14.90	\$15.10	\$15.30
(over 4681 - 5720 hours)					
4th Apprentice	\$11.90	\$11.90	\$11.90	\$11.90	\$11.90
(4681 - 5720 hours)					
3rd Apprentice	\$11.40	\$11.40	\$11.40	\$11.40	\$11.40
(3141 - 4680 hours)					
2nd Apprentice	\$10.20	\$10.20	\$10.20	\$10.20	\$10.20
(2081 - 3140 hours)					
1st Apprentice	\$9.82	\$9.82	\$9.82	\$9.82	\$9.82
(0-2080 hours In Union)					

**STORE HELPERS & CHRISTMAS EXTRAS**

State of Washington Minimum Wage

*\* Subject to the conditions of Article 10.03.3*



## APPENDIX D Owner & Family

1. Notwithstanding the requirements of Section 2.01, the following exemptions shall not be required to be members of the Union nor shall they be covered by the terms of the Agreement.
  - a. The owner and the owner's immediate family members, or
  - b. If neither the owner nor members of the owner's family work in the store, the owner may employ a manager and, if there will be four (4) or more bargaining unit members employed, an assistant manager.
  
2. The work week may consist of five eight-hour days, four ten-hour days, or any other schedule mutually agreed between the Union, the member and the Employer.
  - a. Where the contract calls for overtime after eight (8) hours per day, it shall be overtime after the agreed upon hours scheduled in a day.
  - b. Holidays shall be paid on the basis of the employee's normally scheduled work day.
  - c. The normal work day shall consist of the scheduled daily hours with an unpaid meal break of not more than one (1) hour in the middle, and a minimum of two (2) paid 15-minute breaks, one break in the first half of the day's shift, and one break in the last half of the day's shift.
  - d. For the purposes of paid holidays, the holiday time paid shall not count as hours worked towards overtime.

The above covers the subjects that are affected in the contract by schedules other than an eight-hour day. If in the future something arises that has not been addressed in the above, the Employer and the Union will handle the matter by either party contacting the other and working it out by mutual satisfaction.

**Letter of Understanding #1  
By and Between  
Northwest Employee Relations, Inc.  
And  
UFCW Local 21**

This letter of Understanding is attached to and a part of the 2001-2004 collective bargaining agreement until cancelled between Northwest Employee Relations, Inc. (NERI) and UFCW Local 21. The Parties agree that in addition to the employee classifications listed in Article 3 of the Agreement, one additional employee classification shall be added which shall read:

**Casual Workers**

The Employer shall be allowed at least one (1) non-Union casual worker. A Casual Worker shall be allowed to work no more than 1,560 hours in any year. Total store Casual Worker hours may not exceed 35% of the total store hours. No Union member shall have her/his hours reduced due to the use of Casual Workers.

After 3,120 total hours of work, the Casual Worker shall join the Union and be classified as a Step Four (4) Apprentice, General Sales Clerk. Employees hired prior to ratification shall remain under the rules of the previous collective bargaining agreement. A Casual Worker who works less than 780 hours in each year of employment will be classified as a General Sales Clerk after 3,900 total hours worked.

**Pharmacists:**

The Employer shall also be allowed at least one (1) non-Union Pharmacist who performs pharmacist duties on a part-time, fill in basis. A Non-Union pharmacist may work no more 1560 hours per year. Total non-Union Pharmacist hours may not exceed 1040 hours in a year for each full time equivalent pharmacist, including associates, at the pharmacy.

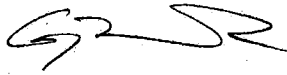


The Union and the Employers agree that this casual employee hour language, as first agreed to in the 1989-1992 Agreement, was intended to be exempt from the contribution obligations under both the Collective Bargaining Agreement and an Associate Agreement (if one was or is in place), and Casual hours are still intended to be exempt from these obligations.

**Letter of Understanding #1**

Page 2

This Letter of Understanding provides the Employer with certain exceptions to the terms of the collective bargaining agreement between UFCW Local 21 and the Employer. If the Employer is found to have violated these exceptions, this Letter of Understanding shall be revoked for the life of the Agreement. Any dispute over a violation of the Letter of Understanding shall be decided under Article 14, Grievance Procedure, Step 3.

IN WITNESS WHEREOF, we attach our signatures this 17<sup>th</sup> day of August 2014.

<p><b>Northwest Employee Relations, Inc.</b></p>  <p>Gary Hedrick, Northwest Employee Relations, Inc.</p>	<p><b>UFCW LOCAL 21</b></p>  <p>David Schmitz President</p>
<p><b>For and on Behalf of:</b> A&amp;H Drugs: Cornell Valley Pharmacy &amp; Home Care; Des Moines Drug; Jim's Pharmacy; Lafferty's Pharmacy; Ballard Plaza Pharmacy; Medical Center Pharmacy; Ostrom's Drug ; Sand Point Pharmacy; White Center Pharmacy</p>	<p><b>UFCW LOCAL 21</b></p>  <p>Kathi Oglesby , Negotiation Director</p>

**Letter of Understanding #2  
By and Between  
UFCW Local 21  
And  
Northwest Employee Relations, Inc.**

The following remains in effect for the duration of the 2001-2004 collective bargaining agreement for any employees who for whatever reason(s) have not completed the apprentice steps.

Progression increases provided for in Apprentice Clerk brackets as listed below shall be placed in effect on the beginning for the Employer's nearest or actual pay period following the employee's completion of the required number of hours to advance the employee to the next bracket:

Employees Hired After February 1, 1980:

Journeyman	Over 2,600 Hours
4th Apprentice	1,908 - 2,600 Hours
3rd Apprentice	1,214 - 1,907 Hours
2nd Apprentice	521 - 1,213 Hours
1st Apprentice	0 - 520 Hours

Employees Hired After February 1, 1983:

Journeyman	Over 3,640 Hours
4th Apprentice	2,601 - 3,640 Hours
3rd Apprentice	1,561 - 2,600 Hours
2nd Apprentice	521 - 1,560 Hours
1st Apprentice	0 - 520 Hours

Employees Hired After February 1, 1986:

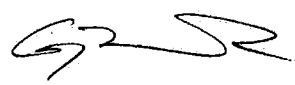
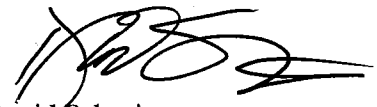
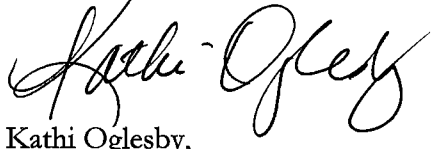
Journeyman	Over 4,160 Hours
5th Apprentice	3,641 - 4,160 Hours
4th Apprentice	2,601 - 3,640 Hours
3rd Apprentice	2,561 - 2,600 Hours
2nd Apprentice	521 - 1,560 Hours
1st Apprentice	0 - 520 Hours

The Apprentice pay bracket formula is based entirely on actual hours of comparable experience in the retail industry, experience which is absolutely essential for proper understanding of the responsibilities and satisfactory performance of the job or position.

**Letter of Understanding #2**  
Page 2

However, for those individuals who go into military service prior to becoming a Journeyperson, such an employee will be reemployed at the next higher wage rate above the employee's rate at the time of entry into the military service, if the employee applies for re-employment within ninety (90) days following discharge.

IN WITNESS WHEREOF, we attach our signatures this 19<sup>th</sup> day of August, 2014.

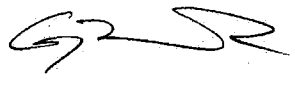
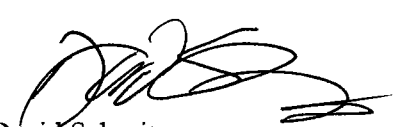
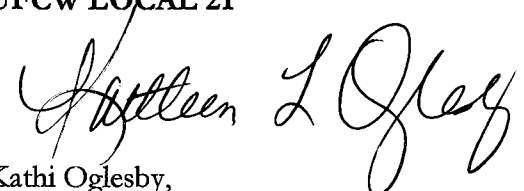
<p><b>Northwest Employee Relations, Inc.</b></p>  <p>Gary Hedrick, Northwest Employee Relations, Inc.</p>	<p><b>UFCW LOCAL 21</b></p>  <p>David Schmitz President</p>
<p><b>For and on Behalf of:</b> A&amp;H Drugs: Cornell Valley Pharmacy &amp; Home Care; Des Moines Drug; Jim's Pharmacy; Lafferty's Pharmacy; Ballard Plaza Pharmacy; Medical Center Pharmacy; Ostrom's Drug ; Sand Point Pharmacy; White Center Pharmacy</p>	<p><b>UFCW LOCAL 21</b></p>  <p>Kathi Oglesby, Negotiation Director</p>

**Letter of Understanding #3  
By and Between  
UFCW Local 21  
And  
Northwest Employee Relations, Inc.**

The parties agree that effective the date of execution of this Agreement, the Employer will withhold from the wages of employees such amount(s) as the employee may designate on a voluntary written authorization and forward such monies to the *Western Employees Benefit Trust - 401(K) Plan* (hereinafter "Trust Fund"). Employees may enroll or change their designated withholdings no more frequently than once every six (6) months. Employees may terminate their withholdings at any time.

The parties agree that the Employer is only liable for the withholding and forwarding of employee contributions to the Trust Fund. The employee assumes all investment risks for the monies invested in the Trust Fund.

IN WITNESS WHEREOF, we attach our signatures this 19<sup>th</sup> day of August, 2014

<p><b>Northwest Employee Relations, Inc.</b></p>  <p>Gary Hedrick, Northwest Employee Relations, Inc.</p>	<p><b>UFCW LOCAL 21</b></p>  <p>David Schmitz, President</p>
<p><b>For and on Behalf of:</b> A&amp;H Drugs; Cornell Valley Pharmacy &amp; Home Care; Des Moines Drug; Jim's Pharmacy; Lafferty's Pharmacy; Ballard Plaza Pharmacy; Medical Center Pharmacy; Ostrom's Drug ; Sand Point Pharmacy; White Center Pharmacy</p>	<p><b>UFCW LOCAL 21</b></p>  <p>Kathi Oglesby, Negotiation Director</p>

**UFCW Local 21**  
5030 First Avenue South, Suite 200  
Seattle, WA 98134  
(206) 436-0210

**Northwest Employee Relations, Inc.**  
4500 90<sup>th</sup> Avenue SE  
Mercer Island, WA 98040  
(206) 236-1030

**Side Letter to the 2013-2017 Independent Pharmacy Agreement with Local 21**

July 31, 2014

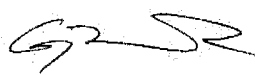

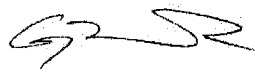

Re: Side Letter explaining the parties Agreement on how Clerk contributions to the Western Employees Benefit Trust – 401 (K) Plan will be handled at Lafferty's Pharmacy.

Letter of Understanding #3, attached to the 2013-2017 Independent Pharmacy Agreement allows for all employees to contribute to a 401K Plan through the Western Employees Benefit Trust.

Should an employee in the Clerk Classification chose to participate in this 401K Plan by contributing at least 15¢ per hours to the plan, that employee's hourly rate will be increased by 15¢ per hour, the added hourly 15¢ will become a part of the participating employee's contribution to the Trust. The complete contribution will be a pre-tax investment of at least 30¢ to the Trust for each hour compensated.

This Side letter will remain in effect until the signatory parties mutually cancel it.

IN WITNESS WHEREOF, we attach our signatures this 19<sup>th</sup> day of August, 2014

<b>Northwest Employee Relations, Inc.</b>  Gary Hedrick	<b>UFCW LOCAL 21</b>  David Schmitz, President
<b>For and on Behalf of:</b>  Lafferty's Pharmacy	<b>UFCW LOCAL 21</b>  Kathi Oglesby Director of Negotiations

# THE UNION DIFFERENCE

As a union member, you have certain rights at your workplace:

## A Voice at Work

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Because you have a union, you have a voice at work. A negotiating committee of union members and staff negotiate with management—as equals—over wages, benefits, working conditions, and other issues. The union committee pushes for the issues that union members choose. The result of negotiations is a proposed contract which members vote on before it takes effect.

## Right to Union Representation

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Every union member has the right to union representation during an investigatory interview that could lead to discipline. This is called your “Weingarten” right, after a Supreme Court case which established the right to representation.

## Just Cause for Discipline

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The just cause provision in your union contract ensures you have due process in cases of discipline. The just cause standard is a well-defined set of legal rules that involve several different “tests” of a disciplinary action. The tests of just cause provide considerable protection against retaliation, discrimination, or other unfair actions.

## The Security of a Union Contract

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As a union member, your wages and working conditions are spelled out in writing in a legally-binding union contract. You are not alone at the workplace—instead, you have the security of knowing that your rights are protected by your union contract and backed up by the 44,000 other members of UFCW 21.

## Statement of Your Right to Union Representation (Weingarten Rights)

*“I understand that this proceeding is for the purpose of investigating whether I may receive discipline. Therefore, I request that a union representative be present on my behalf before this proceeding continues. If you insist that the proceeding continue without allowing me union representation, I hereby protest your denial of rights guaranteed to me under federal labor law.”*

## Know Your Rights:

- Fair Treatment and Respect
- Family and Medical Leave
- Union Representation

**Learn more about your rights:**

[www.ufcw21.org](http://www.ufcw21.org)



***Our mission: building a powerful Union that fights for economic, political and social justice in our workplaces and in our communities.***

**VISIT [UFCW21.ORG](http://UFCW21.ORG):**

SCHOLARSHIP INFO | BARGAINING UPDATES | STEWARD TRAININGS | HELPFUL MEMBER RESOURCES | ACTIONS INFORMATION ON YOUR RIGHTS | AND MORE...

## **UFCW 21**

**Dave Schmitz, President • Todd Crosby, Secretary-Treasurer**

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Phone 206-436-0210 / 800-732-1188, Fax 206-436-6700**

**Mt. Vernon: 1510 N 18th St, Mt Vernon, WA 98273-2604, Phone 360-424-5655, Fax 360-424-7909  
Silverdale: 3888 NW Randall Way #105, Silverdale, WA 98383, Phone 360-698-2341, Fax 360-662-1979  
Spokane: 1710 N Calispel, Spokane, WA 99205-4808, Phone 509-340-7369, Fax 509-624-1188**