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Collective Bargaining Agreements

9-16-1960

Seattle-King County Pharmaceutical Society and Seattle Retail Drug Distributors Association and Pharmacists and Retail Drug Stores Employees Union, Local 330 (1960)

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Seattle-King County Pharmaceutical Society and Seattle Retail Drug Distributors Association and Pharmacists and Retail Drug Stores Employees Union, Local 330 (1960)

Location

Seattle, WA

Effective Date

9-16-1960

Expiration Date

9-15-1962

Number of Workers

1300

Employer

Seattle-King County Pharmaceutical Society; Seattle Retail Drug Distributors Association

Union

Pharmacists and Retail Drug Store Employees Union

Union Local

330

NAICS

44

Sector

P

Item ID

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ARTICLES OF AGREEMENT

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THIS AGREEMENT, mutually entered into this _____ day of _____, 19____; by and between the Pharmacists and Retail Drug Store Employees Union, Local #330, R.C.I.A. of Seattle and vicinity, hereinafter called the Union, and Seattle-King County Pharmaceutical Society and the Seattle Retail Drug Distributors Association, hereinafter called the Employer.

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

The Employer recognizes the Pharmacists and Retail Drug Store Employees Union, Local #330 as the sole bargaining agent for all employees coming under the provisions of this Agreement in Seattle and King County, Washington, and vicinity. No employer shall enter into any contract or arrangement with an employee or establish any rule or regulation which is contrary to or inconsistent with the provisions or purposes of this agreement. In the event an arrangement, differing from but not contrary or inconsistent to this agreement is made, it must be in writing and signed by the Employer, employee and approved by the Union.

Both the Employer and the Union agree to consider and not to raise unreasonable objections to requests for such arrangements by either Employer or the Union. In the event such an arrangement is

desired and if no agreement is reached in ten (10) days, it may be settled by arbitration as provided for in Section 18 of this contract.

1. Union Security Clause:

a. All persons employed, who are engaged in selling or handling merchandise shall be members of the Retail Clerks Union, Local #330, including employees of concessionaires, and all other employees not coming under the jurisdiction of any other union, except the owner, non-selling executives, and those managers exempted by Section 9, Paragraph (b).

b. Employees not holding membership in the Union at the time of their employment or at the date of signing this Agreement, shall sign an application for membership in the Union within seven (7) days after going to work, and shall become members of the Union thirty (30) days from the date of their employment or the date of signing this agreement, whichever is later, as a condition of continued employment.

c. 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.

d. 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.

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

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

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

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

2. Work Week

a. For all employees, the work week shall consist of forty (40) hours per week consisting of five (5) days within the calendar week. A day to consist of eight (8) hours to be worked within nine consecutive hours with not more than one (1) hour for lunch. An effort shall be made to arrange work schedules so that employees will not be required to work more than six consecutive days without a day off.

b. It is the purpose of this agreement to establish a 5-day, 40-hour work period in the calendar week. The sixth and seventh days worked in a calendar week shall be paid for at the rate of time and one-half.

c. All work in excess of the hours herein specified, including inventory, and all work performed before 7 a.m. or after 10 p.m. or on holidays shall be paid for at the rate of time and one-half. Overtime on normal week days shall begin after fifteen (15) minutes past end of shift and all time worked in excess of fifteen (15) minutes and less than thirty (30) minutes shall be counted as thirty (30) minutes. Over one-half hour

shall be computed as a full hour. It is the intention of the parties hereto that the fifteen (15)-minute overtime period is not to be used for scheduling of specific duties including but not limited to order and report writing, cleaning up, etc., but is for the purpose of permitting employees to serve customers in the store and to complete the work in progress necessary to closing the store. Any employee whose hourly shift has been completed before the closing time of the store shall leave the store at the completion of his hourly shift, unless the manager or employer requests further services of said employee. Then the employee shall be entitled to overtime.

d. There shall be a definite daily starting time for each employee and a regular weekly pay day.

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

f. Pre-designated Day Off Guarantee. Any employee called for work on his pre-designated day off, as established in the work schedule provisions, shall be guaranteed eight (8) hours' work at the overtime rate of pay, with the exception that this clause shall not apply if, in order to cover the store, the em-

employee is required to work in the event of emergency and no regular relief help is available.

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

3. Holidays

a. The following holidays shall be observed: New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If an employee works on any part of the above designated holidays, he shall receive time and one-half pay over and above the regular weekly wage. In the event a holiday falls on a Sunday, it shall be observed on the following Monday, with the exception of Christmas, which shall always be observed on December 25 and any work done on Christmas Day shall be paid for at double time over and above the regular weekly pay. No deduction from pay shall be made for such Sundays and holidays when not worked. If a holiday falls on employee's regular day off, the employee shall receive another day off within that week with pay.

b. Regular part-time employees, not working the holiday, but on duty the working day before or the working day after the holiday, shall receive pay for the holiday for their regular part-time shift at their regular rate. Regular part-time

employees working on holidays shall receive pay at the rate of time and one-half for such holiday work.

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

4. Vacation

a. Employees with one continuous year's service with one employer shall receive a minimum of one (1) continuous week's vacation with full pay; provided, however, that any employee upon termination after ten (10) months' continuous employment shall be entitled to five (5) days' vacation pay. All employees with two years' continuous service with one employer shall receive a minimum of two (2) consecutive weeks vacation annually with full pay. Effective December 1, 1960, all employees with twelve (12) years' continuous service with one employer shall receive an additional week's vacation, a total of three (3) weeks.

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

obligation to his employees for accrued vacation period to the date of sale.

c. Accrued Vacation. It is further provided that if a regular employee who has completed one year's continuous employment with the same employer terminates before his next vacation period, vacation pay shall accrue at the rate of one day for each full month worked, not to exceed ten days per year, for which no vacation has yet been granted. For a regular employee after eleven (11) years' continuous service, vacation pay shall accrue at $1\frac{1}{2}$ days per month.

d. Regular part-time employees shall accrue vacation pay as follows: During first year of service, one (1) hour vacation pay for each fifty-two (52) hours worked the previous year. During the second year's employment two (2) hours' vacation pay for each fifty-two (52) hours worked. During the 11th year of service three (3) hours' vacation pay for each fifty-two (52) hours worked.

e. Any temporary lapse in employment because of illness, certified by a qualified physician, shall not affect the continuity of employment for vacation purposes but there shall be deducted from the vacation period the time that the illness bears to the vacation period, and provided further, that if the employee is compensated during such sick period, the amount paid to such employee may be deducted from his vacation pay. The first forty-five (45) days of such illness shall not, however,

be deductible.

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

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

h. If a holiday named under Section 3, Paragraph (a) of this Agreement falls within the vacation period of any employee, he shall be granted an additional day off with full pay.

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

5. Leaves of Absence

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

b. For Pension Administration Purposes

Authorized Leave. To comply with provisions of the Pension Agreement, the Employer may grant leaves of absence not

to exceed one year. Such leave shall be reported on the pension report turned in by the Employer for the last month the employee worked. There will be no extension of leave without approval of the Pension Board of Trustees.

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

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

6. Health & Welfare

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

- a. The coverage provided is contracted for by a board of six (6) trustees, three (3) to be selected by the Union, and

three (3) by the Seattle King County Pharmaceutical Society and the Seattle Retail Drug Distributors Association and shall consist of the King County Medical Service Corporation Specially Negotiated Plan, Contract #70, known as the Pharmacists and Retail Drug Store Employees' Health Care Plan, or its equivalent; and an insurance program providing the following benefits for each eligible employee:

1. \$1,000 life insurance
2. \$1,000 accidental death and dismemberment coverage
3. Time loss coverage commencing with the first day of disability due to accident and eighth day of disability due to illness payable for a maximum of twenty-six (26) weeks as follows: \$45 per week for pharmacists and all non-registered male employees except utility clerks and store helpers. \$30 per week for all other classifications, including utility clerks and store helpers.

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

b. The premiums shall be paid by the Employer as directed by the trustees, except as hereinafter provided.

c. Coverage to be provided for each employee who has worked 80 hours or more the preceding month. New employees shall be eligible on the first of the month following employment of eighty

(80) or more hours for the preceding month.

d. It is understood that coverage for dependents is available from King County Medical Service Corporation at the expense of the employee and the Employer agrees to accept the premium for such coverage from the employee, should the employee so desire, and to forward the premium to the King County Medical Service Corporation. Should an employee regularly covered fail to work 80 hours or more in any month for any reason other than paid vacation, such employee shall have the option of paying the premium for the following month from his or her own funds.

e. Temporary employees and employees who have not worked a sufficient number of hours to qualify for coverage shall be reimbursed at the rate of 5 cents per hour, not to exceed the monthly cost of the plan.

7. Retirement

a. Payments Required. Continuing through December 31, 1964, the Employer agrees to pay into the Seattle & King County Pharmacists' and Retail Drugstore Employees' Retirement Trust Fund the sum of seven and one-half cents (7½¢) for each hour any employee within the bargaining unit is compensated for, including holiday and vacation hours. Said payments shall be made by the tenth day of each following month and failure to make such payments in the time and manner described shall constitute a breach of this labor agreement.

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

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

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

e. Penalties for non-payment. Insofar as payments by the individual employer into this Fund are concerned, time is of the essence. The parties recognize and acknowledge that the regular and prompt payment of amounts due by individual employers to this Fund is essential to the operation of the Trust and the provision of benefits under the Pension Plan, and that it would be extremely difficult, if not impracticable, to fix the actual expense and damage to this Fund and to the covered employee which will result from the failure of an individual employer to make such monthly payments in full within the time provided. Therefore, it is agreed that the amount of damage resulting from such

failure to make contributions hereunder before the twenty-fifth (25th) day of the month in which they are due shall be, by way of liquidated damages and not as a penalty, the sum of Ten Dollars (\$10.00) for each such failure to pay in full within the time provided or ten percent (10%) of the amount due and unpaid, whichever is the greater, which amount shall become due and payable to this Fund at the principal office of this Fund upon the day following the twenty-fifth (25th) day of the month in which such delinquency occurred, and shall be added to and become a part of said amount due and unpaid and the whole thereof shall bear interest at the rate of seven percent (7%) per annum until paid. If any individual employer defaults in whole or in part in the payment of any payments due this Fund, in addition to the amount due and the liquidated damages provided for in this section, there shall be added to the obligation of the defaulter all reasonable expenses incurred by this Fund in the collection of the same, including but not limited to reasonable attorneys and accountant fees, costs of attachment bond and court costs.

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

In addition to the foregoing, it shall not be a violation

of this collective bargaining agreement for the Union to take economic, or other appropriate action, against a delinquent individual employer.

8. Jury Duty Pay

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

9. General Conditions and Definitions

a. Any employee working on a regular schedule 37½ hours or more per week shall be paid at the regular straight hourly rate of his or her classification. Part-time penalty of 10 cents per hour to apply up to and including the 37th hour.

b. There shall be a Head Pharmacist or Head Salesperson in each store or department of a store in which four (4) or more regular full-time pharmacists and/or salespersons (exclusive

of delivery boys) are employed under the jurisdiction of this Union. The manager of such store shall not be required to be a member of the Union.

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

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

e. There shall be not more than one (1) apprentice for each five (5) full-time employees (exclusive of delivery boys) or major fraction thereof in each store; provided, however, that this clause shall not prevent a store from employing one Apprentice Clerk only.

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

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

h. Whenever any employee is required to work in more than one store during the same day, the time and expense of travel

between such stores shall be fully compensated for.

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

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

k. Utility Clerks shall be male employees whose duties consist ninety per cent (90%) or more of work other than selling and who are not otherwise covered in this contract.

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

m. It is understood that all claims for overtime or back pay must be made within ninety (90) days of the pay day such shortage appears, except that where there is evidence of continuous failure to pay the wages called for in this agreement, the time limit shall not apply.

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

o. Injury on the Job. When an employee is physically injured on the job, there shall be no deduction from the employee's pay for the day in which the employee was injured and reported.

for medical care; provided, however, that if after medical care the doctor releases the employee to return to work, the employee will be required to return and complete his scheduled shift. When such employee returns to work following the injury, and is certified as ready and able to perform all regular duties, but requires medical treatment as a result of the same injury, the Employer shall adjust the work schedules without penalty to the Employer, to provide both the time for medical care and the number of hours of work for which the employee is regularly scheduled.

p. Bonus Payments. All bonuses, discounts, and commissions paid or given to the 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.

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

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

s. Experience of Pharmacists shall be based on time that would be acceptable by the Washington State Board of Pharmacy. Provided, however, anything to the contrary herein notwithstanding, a pharmacist shall not be eligible to receive the wage scale for journeyman until he has had a minimum of 12 months' experience after graduation.

10. The following shall be the minimum wage scale for all

employees:

	PHARMACISTS Male and Female		
	12/1/60 Per Wk.	5/16/61 Per Wk.	1/16/62 Per Wk.
HEAD PHARMACISTS	\$ 155.00	\$ 160.00	\$ 165.00
REGISTERED PHARMACISTS:			
Journeyman---6 months or more experience after registration	150.00	155.00	160.00
0 to 6 months' experience after registration	140.00	145.00	150.00
GRADUATE PHARMACISTS:			
8 to 12 months' experience	125.00	130.00	135.00
4 to 8 months' experience	121.00	121.00	125.00
0 to 4 months' experience	100.00	100.00	100.00
	CLERKS		
HEAD SALESPERSON	97.00	99.00	102.00
HEAD RECEIVING CLERK	97.00	99.00	102.00
DISPLAYMEN	97.00	99.00	102.00
UTILITY CLERK (See definition Sec. 9, Par. k)	74.50	76.50	79.50
DELIVERY BOYS AND STORE HELPERS:			
Male only, High School Students (per hour) (Using own car, \$15.00 extra per week)	1.50	1.50	1.50

CLERKS (Cont.)

	12/1/60	5/16/61	1/16/62
	Per Wk.	Per Wk.	Per Wk.

MALE CLERKS:

Photo Equipment (See definition Sec. 9, d)	92.00	94.00	97.00
Salespersons, Pharmacists' Assistants, Receiving and Shipping Clerks, and Displaymen Helpers:			
Journeyman, over 12 months' exper.	87.00	89.00	92.00
Beginner:			
8 to 12 months' experience	81.00	83.00	86.00
4 to 8 months' experience	78.00	80.00	83.00
0 to 4 months' experience	74.50	76.50	79.50

FEMALE CLERKS:

Photo Equipment (See definition Sec. 9, d)	82.00	84.00	87.00
Demonstrator (One who sells and demon- strates a definite product exclusively)	77.00	79.00	82.00
Salespersons and Clerk-Typists in Prescription Department:			
Journeyman, over 12 months' exper.	77.00	79.00	82.00
Beginner:			
8 to 12 months' experience	71.00	73.00	76.00
4 to 8 months' experience	67.00	69.00	72.00
0 to 4 months' experience	64.00	66.00	69.00

11. Uniforms

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

12. New Classifications

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

13. Responsibilities to the Public and the Pharmacy Profession

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

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

14. Liability Insurance

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

15. Code of Ethics

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

16. Military Service

In the event any employee covered by this contract shall be

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In this type ^{of} industry where
maybe only one
or 2 ^{see} works
in an establishment
The ^{union} ^{may and probably} will
assign the Bus. Agent
or some officer of
the union for processing
a grievance.

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.

17. Guarantee

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

18. Arbitration

It is also agreed that should any controversies arise between the parties to this Agreement as to its true interpretation, or as to any matters not provided for in this Agreement, the same shall be referred to a committee of two (2) representatives to be immediately named by the Employer and two (2) to be named by the Union. Should these four be unable to agree within a period of seven (7) days, they shall immediately select a disinterested fifth party to serve with them as a Board of Arbitration, said Board within seven (7)

46
2

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2

48
3

57
4

days to render a decision that shall be final and binding. During such proceedings there shall be no cessation of work.

19. Picket Lines

It is further understood and agreed that official refusal by the Union to go through a bona fide picket line shall not constitute a violation of this Agreement.

20. Store Card

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

21. Separability Clause

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

This contract shall be in full force and effect as of the 16th day of September, 1960, until the 15th day of September, 1962, and

shall be automatically renewed each year thereafter upon each anniversary of said date, unless written notice to the contrary be given to either party by the other on or before sixty (60) days prior to the expiration date; provided, however, that any agreement which may be reached by the parties hereto on the termination of this Agreement if terminated September 15, 1962, shall become effective September 16, 1962.

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

FOR THE EMPLOYER:

SEATTLE-KING COUNTY PHARMACEUTICAL SOCIETY

By R. E. Duckering

SEATTLE RETAIL DRUG DISTRIBUTORS ASSOCIATION

By Richard T. Olson

FOR THE UNION:

PHARMACISTS & RETAIL DRUG STORE EMPLOYEES
UNION, LOCAL #330, R.C.I.A.

Stanley C. Peters

By Stanley C. Peters, Secretary-Treasurer