

Agreement by and between
UFCW 3000
and
Cascade Specialty Pharmacy

Effective Through: 12-31-2023

UFCW3000

Faye Guenther, President • Joe Mizrahi, Secretary-Treasurer

WEINGARTEN RIGHTS

Your Right to Union Representation

You have the right to union representation if you are called to a meeting with management that could lead to discipline.

"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."

Weingarten rights were won in a 1975 Supreme Court decision with these basic guidelines:

-  You must make a clear request for union representation either before or during the interview. Managers do not have to inform employees of their rights.
-  Management cannot retaliate against an employee requesting representation.
-  Management must delay questioning until the union steward arrives.
-  It is against Federal Law for management to deny an employee's request for a steward and continue with an interrogation. In this case, an employee can refuse to answer management's questions.

Discipline? Contract violations?

Call the Member Resource Center

If you or a coworker need help regarding an Investigatory Meeting, are facing Discipline or Corrective Action, or need to report Contract Violations our MRC Representatives will work with you on a plan of action.

Call the Member Resource Center at: 1-866-210-3000

Cascade Specialty Pharmacy: Pharmacy Auxiliary Staff Contract

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

1.01 Cascade Specialty Pharmacy, 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 the employees and at the location designated in the final order in NLRB case no. 223006.

1.02 All work and services pertaining to the classifications contained herein, shall be performed only by employees covered by this Agreement.

1.03 Notwithstanding the requirements of Section 1.02, the owner, and the owner's immediate family members shall not be required to be members of the Union nor shall they be covered by the terms of the Agreement.

ARTICLE 2 - UNION SECURITY

2.01 Membership. All employees subject to this Agreement shall be required, as a condition of employment, to become and remain members of the Union. Employees who are members of the Union in good standing shall, as a condition of employment, maintain their membership in the Union for the duration of this Agreement to the extent of paying the periodic dues uniformly required as a condition of Union membership. All newly employed employees shall make application to join the Union thirty-one (31) days following their date of hire and shall, as a condition of employment, maintain their membership in the Union for the duration of this Agreement to the extent of paying the periodic dues uniformly required as a condition of union membership.

2.02 Dues Deduction. Upon presentation of a voluntarily submitted, individually signed authorization form, the employer agrees to deduct from the paycheck of each employee the monthly dues required of members of the Union during the life of this Agreement. The amounts deducted will be transmitted to the Union by check payable to its order on or before the end of the following month. Upon issuance and transmittal of the check to the Union, the employer's responsibility shall cease with respect to deductions covered thereby. The Union and each employee authorizing the assignment of her/his 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 may arise against the employer for and on account of any such deduction made from the wages of an employee pursuant to the terms of this section.

2.03 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.

2.03.1 Union representatives will sign in pursuant to the Employer's policies. The meetings may be conducted in the Employee break room during break and meal periods.

2.03.2 The Union will provide forty-eight (48) hours' notice for any union meeting with an employee during his or her working hours outside of break and meal times.

2.03.3 No notice is required for exercise of the Weingarten right.

2.03.4 The Employer shall provide suitable space for a Union bulletin board on the premises in an area which is frequented by all employees in the bargaining unit.

2.04 The Employer shall email electronic (MS Excel) reports as specified below to the email address provided by the Union. It is the Union's responsibility to communicate any changes to the Employer.

2.04.1 Each month, the Employer shall provide an electronic report of all new hires and terminations. Such report shall include the employees' first name, middle initial and last name, social security number, phone number (home and/or cell), email, job classification, date of hire/rehire and/or date of termination.

2.04.2 Each quarter, the Employer shall provide an electronic report of all employees covered under the current bargaining agreement. Such report shall include the employees' first name, middle initial and last name, social security number, address, phone number (home and/or cell), Email, job classification, and date of hire/rehire.

ARTICLE 3 – Management Rights

3.01 Managements Rights: The Union recognizes the right of the Employer to operate and manage its affairs in all respects in accordance with the all of the powers and authority the Employer may possess limited only by the terms of this Agreement. Such rights, powers, authority and function shall include, but are in no way limited to, the determination of the size and composition of the work force; the selection, retention, discipline, layoff or discharge of employees; the direction and assignment of the work force; the allocation of work assignments among all employees as well as volunteers and interns; the establishment of work rules; the determination and location of any job sites; the determination of the equipment to be utilized and the methods to be used in the discharge of work function.

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 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 (½) nor more than one (1) hour at approximately the middle of the workday.

4.02.1 There shall be a rest period of ten (10) minutes in every continuous four-hour period of employment, provided, however, that this requirement shall not apply to employees who can take breaks at their personal convenience. 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.

4.04 Overtime - Employees whose workload is affected shall be required to work the overtime. If additional employees are needed as determined by the Lead(s) and Supervisor(s) the Employer shall request voluntary overtime from among those who are qualified to perform the work provided, however, that in all cases the Employer reserves the right to require those employees who are best qualified to perform the overtime work as directed by the Lead's and Supervisor's. Employees shall have the right to decline to work over 10 hours of Overtime per pay period as long as the Employer has sufficient workers to perform the necessary work. Absent unforeseen conditions (e.g., equipment breakdown, weather event, and the like), the Employer will provide notice of the need to work additional hours beyond the normal schedule by 3:00PM .

ARTICLE 5 – PERSONAL TIME OFF (PTO)

5.01 Employees normally scheduled a minimum of 32 hours per week (0.75 FTE) in an anniversary year of employment shall be awarded the following personal time off based upon continuous years of service with the Employer:

Initial Year:	0.02 hours per hour worked
Two years:	0.04 hours per hour worked
Five years:	0.06 hours per hour worked
Ten years:	0.08 hours per hour worked

5.01.1 On their anniversary date, employees may carry over 40 hours and/or request to be paid out up to 40 hours provided she/he has a minimum of 40 hours of PTO in the bank.

5.01.2 Compensable time, as used in 8.01 shall mean all straight-time and overtime hours worked.

5.01.3 The hours calculated under Section 8.01 shall be paid for at the employee's straight-time rate.

5.02 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 Pharmacy needs, the Employer may restrict personal time off for each employee to no less than 1-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.

5.03 Paid Sick Leave

Basic Leave:

After their 90th day of employment, eligible employees may use accrued paid sick leave for:

- Their own or a family member's mental illness, physical illness, medical diagnosis, or preventive care;
- A closure at their workplace or their child's school due to a public health emergency; and
- Absences that are covered by the state's Domestic Violence Leave Act.

Employees accrue paid sick leave at a rate of one hour for every 40 hours worked. Employees may carry over up to 40 hours of accrued, unused paid sick leave to the following year.

Notice:

To the extent possible, employees must provide reasonable advance notice of their need for leave under this policy.

After employees use paid sick time for more than three consecutive days, they will be required to provide reasonable documentation that the time was used for a covered purpose.

Employee must request to use available sick leave from their immediate supervisor during the payroll period.

Pay:

During paid sick leave, employees will be compensated at the minimum wage or their normal hourly wage, whichever is greater.

ARTICLE 6 – LEAVES

6.01 Washington Paid Family Medical Leave (PFML)- The Washington Paid Family & Medical Leave Act establishes a State program that allows eligible employees to apply for State-provided income replacement benefits during a leave of up to 12 weeks (or under certain circumstances up to 18 weeks) for qualifying reasons. Leave that is compensated under the PFML program will run concurrently with all other applicable paid or unpaid leave types available in this Agreement or by law, including FMLA leave, to the maximum extent allowed by law.

6.02 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.

6.02.1 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.

6.03 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/her 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.

6.04 Leave required by law – leave required by state or federal statute such as military or domestic violence leave shall be provided in accordance with the law.

6.05 Job Restoration:

Upon expiration of the leave, an employee will generally be reinstated to his or her position with equivalent seniority, benefits, pay and other terms and conditions of employment.

6.06 Bereavement Leave - After their first year of employment, employees who are regularly employed shall be allowed up to three (3) days use of time off without pay for the death in the immediate family. 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. Additional days off without pay may be granted by the Employer for funeral related travel, employees may use accrued sick time, PTO or leave without pay to cover time loss.

6.07 Jury Duty Pay - If an employee is summoned to jury duty or to appear in court as a witness, the Employer will continue your pay in accordance with FLSA and applicable law. If you are summoned to jury duty, Employer will provide the time off without pay. Employees will be permitted to supplement time off without pay for jury duty or to appear in court as a witness with vacation or PTO time. You must notify your supervisor as soon as it is known your jury duty will be extended. To qualify for either jury or witness duty leave, you must submit a copy of the summons to your supervisor as soon as it is received. In addition, you must also submit to your supervisor a related proof of service when the period of jury or witness duty is completed. No adverse employment action will be taken against employees due to their service as either a juror or witness in state or federal courts.

6.08 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.

6.09 401K Retirement Plan: Effective August 1st, 2021, the employees covered by this collective bargaining agreement will be eligible for an employer matching contribution into the Western Employees Benefit 401k Plan of one hundred percent (100%) of the first six percent (6%) of the employee's pre-tax wage deferral election contribution.

Employee and Employer contributions shall be computed monthly to include all hours compensated for in pay periods ending in that month. The total amount due for each such month shall be remitted in a lump sum not later than five (5) days after the last day of each month. Such contributions shall be immediately and 100% vested.

The Employer agrees that the amount of any such contributions shall be subject to the limits described in the Internal Revenue Code. The Employer agrees to be bound by the terms of the Plan document and Trust Agreement governing the Western Employees Benefit Plan and agrees to provide such information with respect to employees covered by the collective bargaining agreement as may be needed by the administrator.

It is understood that, on the effective date of the new 401k plan, the plan shall replace any agreement(s) by the parties relating to pay in lieu of a 401k retirement plan.

ARTICLE 7 - HEALTH AND WELFARE, DENTAL AND VISION

7.01 Employees working an average of 30 hours per week (1560 hours per year) are eligible to participate in the Employer's health benefit effective 12/1/2019.

7.02 The Employer will provide and launder scrubs for employees who are assigned to and engaged in compounding activities. If in the future the Employer requires employees to wear two sets of a specific branded uniform, it will provide and replace the uniform as needed. The employee is responsible for laundering the uniform and maintaining it in a reasonable manner consistent with a professional appearance. For compounding employees only, employer will provide clean uniforms for the employee to don and doff on premise.

7.03 The Employer shall pay 75% of the employee premium for the Kaiser Foundation Health Plan of Washington Options, Inc small group Access PPO VisitsPlus Gold- 18 Plan

7.04 The Union may propose a new health care plan by requesting preparation of required demographic data to the Employer on or before June 15th of any year. The Employer shall timely respond, no later than ten (10) business days after receipt of the request the Union, upon receipt of the demographic information shall provide rate and coverage information to the Employer on or before July 15th. The Employer may similarly propose a change by providing coverage and rate information to the Union by the July 15th date. The parties shall negotiate in good faith, but nothing herein shall require either party to agree to a change. If no agreement is reached, the employer shall continue to pay the premium as provided in Section 7.03.

ARTICLE 8 - DISCIPLINE, DISCHARGE AND DISCRIMINATION

8.01 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 six (6) months or one hundred and eighty (180) days, whichever is greater 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. Any significant time off work for sickness or maternity leave will be used in determining an adjustment to the six (6) months. The Employer will provide written notice to the Union when a probationary period has been extended by such leave use. Such written notice shall be provided prior to the expiration of the probationary period.

8.02 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.

8.03 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.

8.04 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 person's race, religion, color, national origin, sex, sexual orientation, gender identity, 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.

8.05 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.

8.05.1 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 9 - GRIEVANCE PROCEDURE

9.01 In the event of a dispute or grievance over the interpretation of this Agreement, the Union Steward and or Union Representative shall have thirty (30) days from the alleged incident to use the following procedure:

Step 1: The employee and the job steward or Union Representative and the Employer's designee 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: Should the Union Representative and the Employer Representative fail to settle the matter within thirty (30) days after written notification of the dispute (Saturdays, Sundays and Holidays excluded), said dispute shall then be referred to an Arbitration.

Step 3: Arbitration If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Union have complied with the specific procedures and time limitations specified in Steps 1, 2, herein, the employee and the Union may

submit the issue, in writing, to final and binding arbitration within 15 (fifteen) days following the meeting between the Administrator and the employee. If the Employer and the Union fail to agree on an arbitrator, a list of seven (7) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one (1) name remains. The person whose name remains shall be the arbitrator. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. Furthermore, the arbitrator shall have no authority to substitute his/her judgment for that of the Employer, so long as the Employer's judgment is exercised in good faith and objectively made, based upon established criteria. In addition, the arbitrator shall have no authority to rule on any policies outside of this Agreement. Each party shall bear one-half (1/2) of the fee of the arbitrator and any other expense jointly incurred incident to the arbitration hearing. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

ARTICLE 10- WAGES

10.01 Wages. Appendix A is hereby incorporated by reference as fully as if herein set forth

10.02 It is expressly understood that employees receiving more than the minimum compensation or enjoying more favorable working conditions than provided for in this Agreement, shall not suffer by reason of signing or adoption; however, the terms of this Agreement are intended to cover only minimums of wages and other employee benefits. The Employer may place superior wages and other employee benefits in effect and reduce the same to the minimum herein prescribed without the consent of the Union.

ARTICLE 11- RIGHTS AND RESPONSIBILITIES

11.01 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.

ARTICLE 12 - EXPIRATION AND RENEWAL


12.01 Except as provided below, this Agreement shall be in full force and effect as of the date of signing through the 31st of December 2023 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.

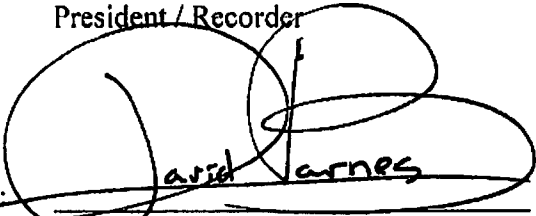
IN WITNESS WHEREOF, we attach our signatures this 11th day of August, 2021.

POULSBO COMPOUNDING PHARMACY,
LLC D/B/A CASCADE SPECIALTY
PHARMACY

UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION
LOCAL 21

By: 
Brandon Knott, Owner

By: 
Mia Contreras, Executive Vice-
President / Recorder

By: 
David Barnes,
Negotiator

Appendix A: Wage and Scale for Pharmacy Technicians and Assistants

Pharmacy Assistant		Pharmacy Technician		Lead/Sterile Technician	
Step 1	\$15.69	Step 1	\$20.40	Step 1	\$22.44
Step 2	\$16.32	Step 2	\$21.42	Step 2	\$23.56
Step 3	\$16.64	Step 3	\$22.49	Step 3	\$24.74
Step 4	\$16.98	Step 4	\$23.17	Step 4	\$25.48
Step 5	\$17.32	Step 5	\$23.86	Step 5	\$26.25
Step 6	\$17.66	Step 6	\$24.65	Step 6	\$27.11
Step 7	\$18.02	Step 7	\$25.26	Step 7	\$27.79
Step 8	\$18.38	Step 8	\$25.90	Step 8	\$28.49
Step 9	\$18.74	Step 9	\$26.41	Step 9	\$29.06
		Step 10	\$26.94	Step 10	\$29.64
		Step 11	\$27.48	Step 11	\$30.23
		Step 12	\$28.03	Step 12	\$30.84
Pharmacy Technician In Training		\$17.50			
<p>Laboratory personnel would receive an additional \$0.50/hour for working conditions.</p> <p>All employees shall advance one step on the wage scale each year when they reach their anniversary date with the Employer. Anniversary date for purposes of this agreement shall be defined as the employee's date of hire with the Employer.</p> <p>Employee's hired in the last 6 months would be evaluated on a case by case basis to preserve internal equity.</p> <p>Pharmacy Assistants who move to the pharmacy technician in training program shall receive no less than a \$1.00 per hour wage increase.</p>					

THE UNION DIFFERENCE

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

A Voice at Work

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

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

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

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 50,000 other members of UFCW 3000.

Union Leadership

UFCW 3000 leadership is provided by the member-elected Executive Board. The Executive Board is made of rank-and-file UFCW 3000 members from diverse workplaces, income levels and backgrounds.

My Shop Steward is:

My Union Rep is:

*Building a powerful Union that fights for economic,
political and social justice in our workplaces
and in our communities.*

Seattle: 5030 First Ave S, Suite 200, Seattle, WA 98134-2438

Mt. Vernon: 1510 N 18th St, Mt Vernon, WA 98273-2604

Des Moines: 23040 Pacific Hwy S, Des Moines, WA 98198-7268

Silverdale: 3888 NW Randall Way, Suite 105, Silverdale, WA 98383-7847

Spokane: 2805 N Market St, Spokane, WA 99207-5553

Spokane: 1719 N Atlantic St., Spokane, WA 99205

Tri-Cities: 2505 Duportail St, Suite D, Richland, WA 99352-4079

Wenatchee: 330 King St, Suite 4, Wenatchee, WA 98801-2857

Yakima: 507 S 3rd St, Yakima, WA 98901-3219

WWW.UFCW3000.ORG

UFCW3000



UFCW3000

1-800-732-1188 | MEMBER RESOURCE CENTER 1-866-210-3000

ks/opeiu8