

A STUDY OF THE UNIONIZATION OF REGISTERED
PHARMACISTS AND OTHER PROFESSIONALS

AWP/M
MAS
1962

BY

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A Thesis Submitted in Partial Fulfillment
of the Requirements for the Degree of

MASTER OF SCIENCE

(Pharmacy)

at the

UNIVERSITY OF WISCONSIN

1962

AWM
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ACKNOWLEDGMENTS

The author wishes to express his gratitude to Dr. R. W. Hammel for the advice and assistance he rendered in the preparation of this study.

Appreciation is extended to Local 1199, Retail Drug and Hospital Employees Union, The American Nurses Association, and to those unions whose cooperation made this study possible.

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CHAPTER I
INTRODUCTION

Background Information

The pharmacy owner will greatly influence the decision of the employed pharmacist to have a professional pharmaceutical society or a recognized labor union to represent their professional and economic interest.

Employed pharmacists need representation and recognition by pharmacy organizations. The "American Pharmaceutical Association does not intend to have the Teamsters speak for the employed pharmacists of America," Secretary Apple declared during a seminar conducted at Wayne State University College of Pharmacy.¹

Efforts to unionize pharmacists may appear to be only sporadic and of little significance, but in the last year there was evidence of a strong, well-conceived, broad, and general attempt by trade unions to influence the salaries and working conditions of employed pharmacists.

A recent series of advertisements in four Chicago daily newspapers were sponsored by Local 714, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, to solicit employed pharmacist membership in their affiliate union for pharmacists called the Registered Pharmacists Organization of Illinois. The

1. _____, "APhA, Not Teamsters, Speaks for Employed Pharmacists of U. S.", 1:5, The APhA Newsletter, March 10, 1962, p. 1.

advertisements were headlined, "An Invitation to Every Registered Pharmacist in Illinois" and told the pharmacist:

You are a professional man...an intelligent individual properly licensed by the state. But, in many instances, your income is not near what a person of your caliber and training should receive. Surely not, if you are in the same position as many of your fellow pharmacists...working extremely long hours...Sundays and holidays...far into the night...acting as an ordinary clerk...spending much of your time in menial work outside of your profession.²

The pharmacy owner's actions and attitudes towards his employed pharmacist will help to determine whether the employee shall select a pharmacy organization or a recognized labor union to represent his professional and economic interests.

Scope of the Study

The objectives of this paper are:

1. To discuss the extent of the unionization of pharmacists.
2. To discuss why pharmacists join unions.
3. To report a case study of Local 1199, Drug and Hospital Employees Union, New York City.
4. To ascertain analogies between the unionization of pharmacists, nurses, engineers, and teachers.

2. _____, "Hoffa Union Active in Illinois Drug Field", NARD Journal, 84:4, February 19, 1962, p. 16.

CHAPTER II

METHODOLOGY

Data Collection

Three techniques were employed to collect data for this study.

The first phase of the study involved literary and library research. Information was sought pertaining to the unionization of the following professional employees: nurses, engineers, teachers, and pharmacists.

Data for the second phase were obtained from mail inquiries to officials of labor unions. The union officials were asked for pertinent information concerning their activities, background, organization, and membership.

Finally, data were obtained from records available at Local 1199 Drug and Hospital Employees Union headquarters in New York City. Personal interviews were conducted with five officers of Local 1199, owners of two independent non-unionized pharmacies, one located in Greenwich Village and one in Forest Hills, New York, and with the Executive Secretary of the New York State Pharmaceutical Society.

Research Limitations

The lack of cooperation from some unions with pharmacist members and the inavailability of some data and incomplete records at Local 1199 limited the scope of the study. The distance to Local 1199, Drug and Hospital Employees Union in New York City and to union headquarters

in Seattle, Washington, San Francisco, California, Chicago, Illinois, and Portland, Oregon combined with a limitation of time prevented a more thorough analysis of union activities in pharmacy.

Definition of Terms

The definitions of the following words are presented to clarify the use of these words in the balance of the paper.

Collective bargaining

The meeting of employers with representatives of their employees for the purpose of discussing and ultimately agreeing upon such things as wages, hours of employment, and working conditions.

Company union

A labor union, the membership of which is composed of employees of one company only and which is usually not affiliated with any other labor union or groups of unions.

Grievance procedure

The method and policy implemented by a union to settle grievances on the part of an employee or a group of employees. A well planned grievance procedure provides the following: (1) a channel through which the employee may present his grievance, (2) a procedure assuring the systematic handling of every grievance, and (3) a method of assuring promptness in the settling of grievances.

Professional work

The Taft-Hartley Act recognized the following standards for professional work:

1. The work must be predominantly intellectual in character.
2. The work must involve the constant exercise of discretion and judgement in contrast to routine, manual, mechanical, or physical work.
3. The work must be of such a character that the output produced or the result accomplished cannot be standardized in relation to a given period of time.
4. The work must require knowledge of an advanced type in the field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning or a hospital. The knowledge required is distinguished from a general academic education, or from an apprenticeship, or from training in the performance of routine mental, manual, or physical processes.
5. The legal standard applies also to any employee who has completed the prescribed course of training but is under the supervision of a professional person to qualify himself to do professional work.¹

The National Labor Relations Board has found the following groups or types of employees to be professionals:

1. Fact-finding time study personnel who exercise considerable discretion.
2. Casualty insurance company attorneys.
3. Material and cost estimators for a construction company.
4. Various classes of engineers.
5. Chemists.

1. Barbash, Jack, "Unionizing the Professional Worker", presented at Wharton School of Finance and Commerce, University of Pennsylvania Labor Relations Council Conference, November 18, 1960, p. 1.

- 6. Pharmacists.
- 7. Senior research technicians.
- 8. Industrial art designers.
- 9. Nurses employed in a first aid department.²

Union

An organization representing employees for the purpose of bargaining for salaries and working conditions with the employees' employer.

Union Shop

A contract between the employer and a labor union which permits the hiring of non-union employees but requires that all new employees join the union within a specified period of time and remain members of the union throughout their employment.

2. Ibid, p. 2.

CHAPTER III

UNIONIZATION OF PROFESSIONAL EMPLOYEES

Introduction

The future progress of America depends to a considerable degree upon the contributions of professional employees, such as nurses, pharmacists, teachers, and engineers. Despite high employment, many professional employees are dissatisfied with their salaries, working conditions, or professional recognition by their employers. Some employees have sought to solve their employment problems either with the assistance of their professional societies or by negotiating directly with their employer. A small percentage have turned to unionization.

The union is an instrument, a tool, offering satisfaction of its own, it is true, but created for the basic purpose of influencing business decisions. It is not a social club, though it offers social pleasures. It is not a professional society, though its membership may have common occupational interests. It is not an education organization, though it may sponsor training programs. It is essentially an economic organ.¹

The unionization of professional employees that are to be discussed in this paper is subject to some of the following variations:

(1) Professionals in a local including non-professionals and part of a national union

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1. Solomon, Benjamin, "Dimension of Union Growth 1900-1950," reprinted from *Industrial and Labor Relations Review*, 9:4, July, 1956, University of Chicago, p. 556.

affiliated to the AFL-CIO, as for example some of the public institution locals of the American Federation of State, County, and Municipal Employees. (2) Professionals in separate locals but part of an industrial union affiliated to the AFL-CIO - as found in the UAW, IUE, Steelworkers, and IBEW. (3) The professional in a national union limited to the profession and affiliated to the AFL-CIO - as for example the Hollywood talent guilds, the Federation of Technical Engineers, or Teachers. (4) Professionals in an unaffiliated union, national in scope - as for example the Engineers and Scientists of America. (5) Professionals in the professional association with articulated collective bargaining interests - as for example the nurses. (6) Professionals in the professional association which is explicitly hostile to union-oriented collective bargaining but where stirrings toward economic representation are being expressed - perhaps the National Education Association is a case in point here.

Completely out of range, for purposes of this discussion at least, are the pure professional associations with no economic objectives, explicit or implicit - like the American Economic Association, or the host of learned societies. Out of range for another reason are the professional associations of self-employed practitioners with very decided economic functions - preeminently the American Medical Association.²

Professional employees hesitate joining labor unions partly because they believe there is a social stigma associated with union membership. This is evidenced by the comparatively low proportion of professional employees organized into labor unions.

The proportion of professionals organized into unions is on the order of 10-12 percent in contrast to about 40-45 percent of the non-professional union potential and about 17 percent of the total white-collar potential. (These are very broad

2. Barbash, Jack, "Unionizing the Professional Worker," presented at Wharton School of Finance and Commerce, University of Pennsylvania Labor Relations Council Conference, November 18, 1960, p. 3.

guesses - the available data does not allow more.)³
 with its administration, they must have some

The unionization of professional employees has caused a conflict within some professional societies over (1) whether collective bargaining is consistent with professional ethics; and (2) whether collective bargaining should be a function of professional societies or unions. Attempts were made by professional societies in the engineering, teaching, and nursing professions to establish themselves as collective bargaining agents. of its conviction that "in their The problems of professional employee dissatisfaction with salaries, working conditions, and professional recognition still exist. The employer may take precautionary measures designed to prevent extension of the unionization of professional employees. The employer may wait -- as he did with the manual employee -- until the labor union intervenes as the professional employees' negotiator of their salaries and working conditions. some nurses sought unionization. The wage freeze in World War II added to the Nurses

difficulty of obtaining salary adjustments. Representatives of the California State Nurses Association (a branch sacrifice and unselfish devotion to professional responsibilities. At present, the nursing profession is also

characterized by the mass employment of nurses in hospitals.

October 5, 1951, p. 30.

This mass employment of the professional nurse provides a 5. "Nurse Membership in Unions", *American Journal of foundation for employee discontent. As one nurse stated:*

Ibid, p. 5.

If nurses in a local hospital are dissatisfied with its administration, they must have some means to channel their dissatisfaction and be represented by those well-versed in employment techniques.⁴

One of the methods of securing collective bargaining representation for employed nurses was through the American Nurses Association (ANA). The ANA has never been favorably disposed toward nurses affiliating with labor unions. In 1937 the ANA announced that it did not "recommend nurses' membership in unions" because of its conviction that "in their professional organizations nurses had the instruments best fitted and equipped to improve every phase of their working and professional lives".⁵

In 1941 nurses in the industrial centers of California requested improved working conditions and salaries. They were confronted with increased living costs and long hours, but they found hospital administrators unwilling to increase salaries. As a result, some nurses sought unionization. The wage freeze in World War II added to the difficulty of obtaining salary adjustments. Representatives of the California State Nurses Association (a branch of the ANA) appeared before the National War Labor Board

4. _____, "State Nurses Bar Wage Bargaining," New York Times, October 5, 1951, p. 30.

5. _____, "Nurse Membership in Unions", American Journal of Nursing, 37:7, July 1937, p. 766.

in the second World War and obtained the entire 15 percent Little Steel increase.⁶ Subsequently, the California State Nurses' Association signed collective agreements with some hospitals and a few industrial plants employing nurses. The successful California experience inspired the ANA to recommend collective bargaining activities to its affiliates in other states.⁷

In 1946 the ANA convention unanimously approved the Economic Security Program, a program to improve the employment conditions of nurses through group action. The program's objective is to help the nurses obtain the standard of living and measure of security commensurate with the vital professional services they render and the educational preparation required of them. The Economic Security Program applies to all areas of nursing, whether they work alone or in groups and whether for public or private employers.

Some accomplishments attributed to the Economic Security Program include: the work week was shortened from 48 to 40 hours in most hospitals; professional liability insurance was available for all members since 1951; 48 state nurses' associations adopted an Economic Security

6. Little Steel increase - On July 16, 1942, the National War Labor Board authorized the Little Steel formula under which many employees were allowed a 15 percent wage increase to offset a similar increase in the cost of living since January 1, 1941.

7. Northrup, Herbert R., "Industrial Relations With Professional Workers", Harvard Business Review, September, 1948, p. 552.

Program; in 1960, 21 state nurses' associations effectively assisted nurses with Economic Security Programs; and in areas where collective bargaining became an established procedure, salaries increased substantially - as much as 92 percent since 1946.⁸ In April, 1962, the National Labor Relations Board certified a professional nursing organization - for the first time - as collective bargaining agent for a group of nurses.

The New Jersey State Nurses Association, affiliated with the American Nurses Association, became the legal bargaining agent for seven registered nurses at the Humble Oil and Refining Co. plant in Bayway last week, following an election victory of 4 to 3 over the independent Petroleum Workers of New Jersey.

Many state units of the ANA represent nurses in contract negotiations with their employers, but these were recognized directly by the employers. The Humble Oil group is the first with NLRB standing.⁹

The goals of the Economic Security Program are similar to the goals of most labor unions:

1. The 40-hour week in a consecutive five-day period as a basis for determining salaries, with time-and-a-half for overtime.
2. General increase in salaries reflecting rising living costs and providing improved standards of living.

8. _____, "Economically Speaking", Pamphlet of the American Nurses' Association, New York, April, 1961, p. 3.

9. _____, "Nurses Group Wins First Recognition by Labor Board As Bargaining Agent," Business Week, April 14, 1962, p. 144.

3. More adequate vacations, sick leave, retirement plans and other benefits.
4. Protection against major hazards through group insurance, comprehensive medical care plans.
5. The end of discrimination on the basis of race, creed, color, sex, or marital status.
6. Signed agreements giving stability and security of employment and step-by-step procedure for handling grievances.¹⁰

The Economic Security Program operates through the state nurses' associations. Individual state nurses' associations adopt an Economic Security Program upon the vote of their members. Representatives of the state nurses' associations can represent groups of nurses at their request. The representatives negotiate for signed agreements covering salaries, hours, and other employment conditions; establish standard fees and conditions of employment for private duty nurses; present briefs substantiating requests for improved conditions of employment and support needed changes in legislation for nurses employed by state, county, and municipal governments.

Dual membership by nurses in more than one bargaining group is prohibited by the Economic Security Program. The restriction states:

Since it is the established policy of other groups, including unions, to permit membership in only one bargaining group, the Association (ANA) believes such a policy to be sound for the state and district nurses' associations.¹¹

10. ____, "Economically Speaking," *op cit*, p. 4.

11. ____, "American Nurses' Association Activities", American Journal of Nursing, 46:11, November, 1946, p. 728.

Some nurses may still join labor unions, if they suspect that the more moderate program of the ANA fails to secure increased salaries and better working conditions. The labor unions have less self-restraint and will institute a nurses' strike to secure the acceptance of their proposals by hospital administrators or other employers.

Edward L. Bernays, a nationally known public relations consultant, conducted a mail questionnaire survey for the editorial staff of the American Journal of Nursing. Each questionnaire included a query on the respondent's attitude towards the unionization of nurses.

A cross section of the nursing profession among the subscribers to the American Journal of Nursing was surveyed. Representatives of every branch of nursing were polled.

Proponents (24%) of unionization of nurses were forthright in defending their decision. One nurse stated:

Trade unionism is the only answer to unemployment and the poor wages paid us for our work. Today we are looked upon, as in years past, as charitable souls who work for the love of the profession and do not have any bills. Our public does not understand us, and our hospitals and their management, as well as our nursing organizations, do not want to.¹²

A California nurse declared:

Joining of trade unions by nurses is an indictment of the inadequacy of professional organizations.¹³

Opponents (41%) of unionization of nurses stated:

12. Bernays, Edward L., "Nurses and Their Professional Organizations", American Journal of Nursing, 46:4, April, 1946, p. 230-31.

13. Ibid., p. 230-31.

1. Unions are not for nurses. Nursing is a profession.
2. The weapon of trade unions is the strike; ethically, nurses cannot strike, because lives would be endangered.
3. The ANA can properly handle the situation when they know what we want.
4. Concentrate on our own nursing organizations.¹⁴

Twenty-five percent of the respondents believed labor unions should be ignored and ten percent made no reply to the question concerning nurses joining labor unions.

Business leaders throughout the United States were asked their opinion about nurses joining trade unions. Respondents unanimously opposed trade unionism for nurses. The following statements are a representative sampling of the replies received from the business leaders:

1. Would kill the profession and ruin the service.
2. Unions are too racketeerish.
3. Keep nurses away from union bosses.
4. What would happen if nurses go on strike?
5. God help us, no!¹⁵

Social scientists at Yale, Wisconsin, Columbia, Chicago, and other colleges and universities and social scientists affiliated with state and national governmental agencies responded to a question concerning their attitudes towards the unionization of nurses. The majority recommended that nurses organize, raise wages, and improve working standards. Many favored professional societies to improve such standards, cultivate high ideals, and inspire an

¹⁴. Ibid., p. 231

¹⁵. Bernays, Edward L., "Nurses and Business", American Journal of Nursing, 46:7, July, 1946, p. 476.

ethical spirit. Only a few social scientists were favorable towards nurses joining labor unions. In offering his recommendations on organization, a University of Wisconsin professor stated:

....nurses need backbone, which only a vigorous, aggressive professional organization can give.... a policy on the part of the ANA as forthright and aggressive as that of the American Medical Association.¹⁶

One professor stated that nurses:

cannot strike anymore than doctors can, but they can organize.... and press their case upon the attention of the public, particularly during campaigns for the raising of hospital funds.¹⁷

Bernay's study indicated that some nurses may still join labor unions, if they are dissatisfied with their salaries and working conditions. The responsible hospital administrator should always be accessible to the nurses' representatives who wish to discuss any grievances. To leave the nurses without means of reasonable negotiation on matters concerning their livelihood is an open invitation to labor unions to capitalize on the need of the nurses for a voice in their professional requirements and status.

Engineers

The majority of engineers are employees of industrial

16. Bernays, Edward L., "Social Scientists Look at the Nursing Profession", American Journal of Nursing, 46:8, August, 1946, p. 518-19.

17. Ibid., p. 519.

or public utility organizations. The opportunity for advancement into the higher ranks of management in a large firm is remote. Other problems such as the employee's self-conception as a professional, may not be compatible with the relationship between the salaried professional and management. The employer requires that the engineer maintain a degree of secrecy about his work because of national security or for competitive reasons. This inhibits the engineer's desire for recognition from colleagues through the publication of his research journals.

Engineering has been defined as:

The art of organizing and directing men and controlling forces and materials of nature for the benefit of the human race.

The engineer's daily task is that of applying science in an economical manner to the needs of mankind. Engineering is a profession and the ideals that prompt a sense of professional responsibility will guide the man who enters it.¹⁸

The engineer has the alternatives whether his interests will be served best by membership in a professional society, in a union of engineers, or a labor union composed

18. Smith, Downie J. P., "Engineering Professional Status as Related to Labor Unions", Journal of Engineering Education, 38:9, May, 1948, p. 630.

of engineers and non engineering workers. The latter will be a larger and more powerful organization. In a union of engineers, he may suffer because of a lack of bargaining power. In a larger labor organization, his interests may become secondary to those of the more numerous production workers.

Professional Engineering Societies

Traditionally, professionals have relied upon their professional societies for the protection of their interests. Professional engineering societies became interested in collective bargaining in 1915.

The American Association of Engineers [AAE] was organized in 1915 to "raise the standard of ethics and to promote the economic and social welfare of the engineering profession". It received its main impetus from professional engineers employed by railroads who desired representation before governmental wage boards during World War I in order to achieve salaries and raises already won by the railroad unions for their constituents.¹⁹

Shortly after the AAE was successful in securing salary increases for employed engineers, most of its members relinquished their membership. After a similar experience with state highway engineers, the AAE confined its collective bargaining activities to publicity.

Job security became more important to salaried professionals in the midst of the severe unemployment, salary cuts, and demotions during the economic depression of the 1930's. When appeals were made to some of the

19. Northrup, Herbert R., "Industrial Relations with Professional Workers", Harvard Business Review, September, 1948, p. 550.

professional societies, they maintained their traditional aloofness from any discussion of employee issues such as salary and conditions of employment.

There were natural impediments to the efforts of other societies which sought to help the employed engineer. Employers were well represented among those groups that determined policy in the societies and the societies were only able to suggest and advise the employed engineers.

The American Society of Civil Engineers (ASCE) was the first professional society of engineers to adopt a complete collective bargaining program. In October, 1943, committees were established to act as bargaining agents for professional engineers. The program was amended in 1944 to minimize the possibility of employer domination of collective bargaining.

The actual work of forming collective bargaining associations was divorced from the sections of the society and delegated to section committees composed solely of employee members.²⁰

Since 1944 approximately one-half of the 64 sections in the society amended their constitutions, but only a few established active bargaining agencies.

Collective bargaining, under the rules prescribed by the ASCE prohibited the utilization of strikes, boycotts, checkoffs, or union-security provisions and any attempt to establish rules for preferential employment or for grievance machinery in behalf of those discharged for alleged

20. Ibid, p. 550.

incompetence.²¹

Most of the bargaining groups adopted the regulations suggested by the ASCE. At least one group, however, did not.

The reason, as expressed by the group's leader in correspondence dated January 3, 1947 is that "most professional men believe that the social problems associated with their work can be resolved around conference tables, but common sense dictates that the right to strike be retained by employees".²²

Union of Engineers

In 1953 an independent federation called the Engineers and Scientists of America (ESA) was organized from a number of unaffiliated unions.²³ In a union of engineers, the employed engineer can suffer because of a lack of bargaining power.

The engineers anticipated that the union would perform many of the functions of a professional society of engineers. Thus, many contracts provided a leave of absence, sometimes with pay, for the engineer to attend professional meetings. Furthermore, the employer was required by the union contract to pay the employed engineers' dues for membership in a professional organization. If the employee could demonstrate that additional education would be

21. Ibid, p. 550.

22. Ibid, p. 551.

23. Goldstein, Bernard, "Some Aspects of the Nature of Unionism Among Salaried Professions in Industry", American Sociological Review, 20:2, April, 1955, p. 202.

advantageous to his work, some contracts provided for partial payment of course fees. The professional value of individual merit would determine salary increases, promotions or dismissals. Salaried professionals relied heavily on the clause "freedom to work". It is customary for the Engineers and Scientists of America to reject such measures as the union shop, various provisions for the maintenance of membership, and other job security provisions employed by labor unions.

As a stipulation of some union contracts, the employed engineers are allowed to share in the royalties resulting from the exploitation of their inventions and other firms return all rights to the employee if the firm does not develop an invention after a stated period of time.²⁴

Unions of engineers have negotiated contract clauses covering all the usual benefits found in trade union contracts, such as vacations, holidays, sick leave, insurance, and pensions.²⁵

The ESA's position is that the employer should use engineers as engineers and pay them as engineers and give them recognition as professional employees. Through collective bargaining, we are trying to reestablish the salaried engineer's dignity and professional status.²⁶

24. Ibid, p. 203-4.

25. Taft, John E., "The Implications of Engineer Unionization", Management Record, 17:8, August, 1955, p. 324.

26. Ibid, p. 325.

Labor Union Composed of Engineers and Non Engineering Workers

Another alternative to representation which is available to the professional engineer is affiliation with a labor union. A serious obstacle to the acceptance by the professional of this alternative was:

For one thing, professional employees identified themselves with members of their own profession and, as has been suggested, with management, rather than with industrial workers. Also their conception of unionism made it repugnant to them. In their view, unions employed coercion and appealed for support on an emotional rather than rational basis. But more important, the trade union creed stressed collective effort as a means of attaining individual wants, and advocated reward and promotion based first on seniority, then on skill.²⁷

Despite the fact that engineers wanted group action, they did not want to be a part of the A.F.L. or C.I.O....if a C.I.O. or A.F.L. union came knocking at the door, this would galvanize the engineers into action....
 [The] result would be the organization of an engineering union.²⁸

Three possible alternatives are available to the employed engineer: membership in a professional society, in a union of engineers, or a union composed of engineers and non engineering workers. It was estimated that there were approximately 500 to 600,000 engineers in the United States during 1957, whereas in 1940, there were only

27. Goldstein, Bernard, "Some Aspects of the Nature of Unionism Among Salaried Professionals in Industry", American Sociological Review, 20:2, April, 1955, p. 202.

28. Taft, John E., "The Implications of Engineer Unionization", Management Record, 17:8, August, 1955, p. 324.

200,00.²⁹ Fifty years ago, there was only one engineer for every 200 production workers; in 1957, the ratio was less than 1:50 and engineers constituted about ten percent of the work force in some industries.³⁰

Under the proper stimulus, the engineers of any company are susceptible to unionization. Since unionism breeds on discontent, it is advisable for a nonunionized company to critically evaluate its employee practices.

Teachers

Labor's veteran leaders have studied the professions from which new members could be recruited. AFL-CIO labor leaders aspire to unionize New York City's school teachers as a stimulus to the unionization of other teachers and professions such as engineers, scientists, nurses, and pharmacists.

American Federation of Teachers - AFL-CIO

The American Federation of Teachers (AFT) is a national union limited to the members of the teaching profession and is affiliated to the AFL-CIO. The AFT, the oldest and largest union for professionals, was founded in 1916. The AFT reported a 34 percent growth in membership from 1954 to 1961 [45,140 to 60,712 (Table No. 1)7]. One of the major impediments to increasing the membership of the AFT is the belief that members of a profession should not join labor unions.

29. Taft, John E., "Why Engineers Join Unions", Personnel, September-October, 1957, p. 67.

30. Ibid.

Thousands	5	10	15	20	25	30	35	40	45	50	55	60	65	Members
1917														2,433
1918														1,593
1919														6,554
1920														9,808
1921														6,075
1922														4,653
1923														3,847
1924														3,702
1925														3,497
1926														3,417
1927														3,894
1928														4,430
1929														4,587
1930														6,872
1931														7,159
1932														6,590
1933														7,536
1934														10,585
1935														13,705
1936														15,748
1937														22,795
1938														29,570
1939														32,064
1940														29,907
1941														22,215
1942														24,916
1943														27,379
1944														28,988
1945														31,089
1946														35,239
1947														41,874
1948														39,486
1949														41,356
1950														41,415
1951														41,787
1952														42,212
1953														43,323
1954														45,110
1955														46,583
1956														50,535
1957														50,217
1958														53,025
1959														54,617
1960														59,181
1961														60,712

OFFICIAL PAID-UP A.F.T. MEMBERSHIP
AS OF MAY 30TH OF EACH YEAR

Source: Report of the President, American Federation of Teachers Meeting, Philadelphia, Pennsylvania, 1961, p. 49.

Union officials acknowledge that the job of organizing teachers is not easy.

"Some teachers feel joining a union is a degenerating thing," stated an APT official. "But," he added, "we continually tell them about newspaper men, orchestra conductors, and stage actors who also belong to unions."³¹

If newspaper men, orchestra conductors, or stage actors strike, this will not be of the same significance as pharmacists, nurses, teachers, or engineers refusing to work. The latter professions are closely connected with public health and welfare. The deleterious effect would be greater from an organizational strike involving these professional groups.

The APT appeals to potential members by attempting to identify itself with professional goals. To do so, the union promotes a major professional objective such as improving the social status of teachers and the teaching profession.

The APT's long range objectives are:

To bring associations of teachers into relations of mutual assistance and cooperation.

To obtain for them all the rights to which they are entitled.

To raise the standards of the teaching profession by securing the conditions essential to the best professional service.

To promote such a democratization of the schools as will enable them to better equip

31. Faltmayer, Edmund K., "New York Teachers' Strike Threat Draws Top AFL-CIO Interest", Wall Street Journal, April 4, 1962, p. 1, 19.

their pupils to take their place in the industrial, social, and political life of the community.

To promote the welfare of the childhood of the nation by providing progressively better educational opportunity for all.³²

Ten year goals of the American Federation of Teachers, all to be obtained by 1970, are:

1. 100,000 members.
2. A national headquarters building.
3. A full-time Washington representative.
4. Collective bargaining for all locals.
5. A \$6,000 to \$14,000 salary schedule a reality nationwide.
6. State-wide tenure in every state.
7. Expanded publicity and public relations.
8. Ten American Teacher Magazines a year.
9. Ten American Teacher Newspapers a year.
10. An expanded research department.
11. A complete reference library.
12. An AFT education department.
13. An AFT college and university department.
14. An AFT state legislative coordinator.
15. Fifty state federations.
16. Fifty AFT national field representatives.³³

32. _____, "Our Decade of Destiny", pamphlet of Ten Year Goals for American Federation of Teachers, Chicago, Illinois, 1960, p. 2.

33. Ibid, p. 2-4.

In the fall of 1961, the AFT's local union organized a one-day strike that forced the New York City Board of Education to poll its 43,500 teachers' preference for a collective bargaining agent. The AFT local, by a two to one vote, defeated a hastily formed National Education Association (NEA) group called the Teachers Bargaining Organization for the right to represent all New York City teachers in the December election. A third group, the left wing Teachers Union, received few votes.³⁴

In 1962 the AFT union organized a strike in New York City to gain \$53 million in salary increases and improvements in working conditions for New York City teachers. A major issue was the right of teachers to strike under the state's Condon-Wadlin Act which prohibits strikes by government employees through threat of expulsion from their jobs.³⁵

New York City teachers currently start at an annual salary of \$4800. Their salary can increase to \$8650 after 14 years of service.³⁶ The union wanted the starting salary increased to \$5400 with a maximum of \$9500.³⁷

34. _____, "A Rival for NEA", Time, 78:26, December 29, 1961, p. 42.

35. Faltermayer, Edmund K., "New York Teachers' Strike Threat Draws Top AFL-CIO Interest", Wall Street Journal, April 4, 1962, p. 1.

36. This article did not make reference to the inclusion of merit pay.

37. _____, "New York City Teachers Return to Work After Court's Injunction Ends Walkout", Wall Street Journal, April 13, 1962, p. 24.

Even if a strike was averted, the AFL-CIO was optimistic for an attractive settlement to provide an impetus for organizing the country's largely unorganized white collar and professional employees. A successful AFT national membership drive, union officials hoped, would improve the image of labor unions in the eyes of other white collar and professional employees.³⁸

The New York City Board of Education offered only \$27 million for increased teachers' salaries. By a vote of 2544 to 2231 on April 10, 1962, the AFT's local union members rejected a proposal to continue negotiations and decided to strike on April 11, 1962. They also refused to negotiate unless the board offered at least \$33.8 million in salary increases.³⁹

Though the union had only 15,000 members, another 5,000 non-members refused to cross picket lines to enter their classrooms.⁴⁰ The union claimed that 30,000 teachers supported the strike. The school board reported that only 48% of the city's teachers appeared in their classrooms, thus indicating that at least 20,000 teachers were involved in the strike.⁴¹

38. Faltermayer, Edmund K., loc cit.

39. _____, "Court Bars Pickets at New York Schools; 20,000 Teachers Out on First Day of Strike", Wall Street Journal, April 12, 1962, p. 8.

40. Ibid.

41. Ibid.

At Seward Park High School on Manhattan's Lower East Side, rowdy students ran screaming through the halls, throwing books, eggs, and cartons of water at each other and out of windows. in the Bronx, disorderly students tossed eggs and bag lunches at picketing teachers.⁴²

On the afternoon of April 11, 1962, the board of education obtained a temporary injunction from the State Supreme Court. It was designed to curb picketing and other activities that would hamper non-striking teachers from going to work. After studying the restraining order, the union's executive board decided to terminate the strike on April 12, 1962.⁴³

In a statement the board said that all teachers who offered a "satisfactory explanation" for their absence from school Wednesday would be reinstated to their jobs. However, it didn't specify whether participation in the strike would be accepted as a satisfactory explanation.⁴⁴

Presently, New York is the only major city in which a teachers' union has won collective bargaining rights generally similar to those prevailing in industry. While the AFT is still weak nationally, it is strong in several major cities, such as Chicago, Detroit, Minneapolis, and Los Angeles.

The AFT is also active at the college level, claiming locals at the University of Connecticut, Pennsylvania State

42. Ibid.

43. _____, "New York City Teachers Return to Work After Court's Injunction Ends Walkout", Wall Street Journal, April 13, 1962, p. 24.

44. Ibid.

University, Michigan State University, Wayne State University, and several junior colleges in California. The AFT is optimistic about its ability to win bargaining rights in an election in April, 1962, at New York City's Community College in Brooklyn. This would be the first time the AFT had recognized bargaining status at the college level.⁴⁵

National Education Association

The National Education Association (NEA) represents school teachers and college professors in a professional association. Approximately 800,000 of the 1,454,000 school teachers in the United States belong to the NEA, whose affiliates negotiate for higher teachers' salaries but do not consider themselves "unions". While it does not emphatically oppose strikes by teachers, the NEA discourages them.⁴⁶

Formerly, the NEA did not act as a collective bargaining agent, but publicized to school administrators such things as fair salary scales and fair personnel practices.

More recently, however, it has suggested that it could act directly as a bargaining agent. Moreover, several state and local organizationshave urged their local groups to act as collective bargaining agents, and many have done so.⁴⁷

The NEA affiliate organizations were active in as many strikes as the locals in the American Federation of Teachers. The NEA denies that its affiliates have ever struck. It

45. Faltermayer, Edmund K., loc cit, p. 1, 19.

46. Ibid, p. 1.

47. Northrup, Herbert R., "Industrial Relations With Professional Workers", Harvard Business Review, September, 1948, p. 554.

maintains that the NEA members refused to instruct without contracts.⁴⁸

In addition to the AFT, there are numerous unions for teachers varying in philosophy from the New York City Teachers' Union of the United Public Workers (CIO), which was expelled from the American Federation of Teachers because of Communist domination, to extremely conservative state and local associations. The latter may have a total membership many times that of the AFT, but many of them do not engage in collective bargaining.⁴⁹

Teachers' strikes have generally been of short duration due to court action or negotiation. Two of the largest strikes in recent years were in Pawtucket, Rhode Island and Manchester, New Hampshire. Figures compiled by the NEA illustrate that there were 97 work stoppages by teachers from 1940 to 1954. Since 1954, strikes have been less frequent.⁵⁰ The basic causes of teachers' justifiable grievances must be eliminated to protect the public interest.

48. Ibid, p. 554.

49. Northrup, Herbert R., "Collective Bargaining and the Professions", American Journal of Nursing, 48:3, March, 1948, p. 141.

50. _____, "Court Bars Pickets at New York Schools; 20,000 Teachers Out on First Day of Strike", Wall Street Journal, April 12, 1962, p. 8.

CHAPTER IV

UNIONIZATION OF EMPLOYED PHARMACISTS

Historical Background of Local 1199 Drug and Hospital Employees Union

Long working hours and low wage structures plus the high rate of unemployed pharmacists during the depression of the 1930's fostered support in New York City for employee bargaining organizations.

The market crash of 1929 and the following depression caused a heavy loss of employment in pharmacies, especially in urban areas. During the depression, employed pharmacists in New York City were paid from \$20 to \$25 for a 60 to 66-hour week, often including continuous seven days' employment.¹

Pharmacy owners evidently believed that the desire of employed pharmacists eventually to become proprietors themselves would blunt the appeal of unions. This philosophy was aptly expressed in 1932.

The gap between clerkship and ownership in a pharmacy is not the gap which stands between labor and capital in, for example, the operation of a mine. In one case the capital required to go into business on one's own is small; on the other it is beyond reach. Labor in the mass needs protection. Clerkship in pharmacy does not.

Unionism in pharmacy will fail because pharmacy is a personal service profession and because no drug clerk wants forever to remain

1. Cahn, William, "The Union Democracy Built," 1199 Drug News, Twenty Fifth Anniversary Issue (24:7), June, 1957, p. 9.

a clerk. It will fail because, being based on personal service which requires technical knowledge, no drug store proprietor will agree to employ any clerk the union sees fit to send him. It will fail because pharmacy serves the public health, and because no reputable element in it will, in the midst of an epidemic, go on strike called by union officials. Unions came into being to preserve the rights of labor against capital. In the predominating portion of the retail drug field there is no capital. A drug clerks' union would be fighting the drug store owners who yesterday were drug clerks themselves.²

Their reasoning could not be expected to influence strongly either unemployed pharmacists or those employed pharmacists receiving salaries insufficient to support the formation of adequate proprietary capital.

The oldest and best known union of pharmacy employees, Local 1199, Drug and Hospital Employees Union of New York City, was formed in the depression of the 1930's as the Pharmacists Union of Greater New York. The decision to form a new union was made on June 7, 1932, by two smaller groups of pharmacists and drug clerks which totaled approximately 15 to 20 members. One of these groups was the Pharmacists Guild; the other group was the Medical Workers Union led by Leon J. Davis, now president of Local 1199.³

After a number of meetings and discussions, the new group arrived at the following basic decisions:

1. The name of the organization would be the Pharmacists' Union of Greater New York.

2. Mays, Herbert R., "Have We a Place for a Union?", American Druggist, April, 1932, p. 19.

3. Cahn, William, op cit, p. 11-13.

2. The organization was to be independent.
3. Dues were set at 25 cents per month for employed, 10 cents for unemployed, and the initiation fee at 50 cents.
4. Officers elected were: Lerner as President, and Davis as Vice-President and General Organizer. Both positions were without salary.⁴

The first issue of the union's journal, Union Pharmacist, was printed in April, 1933. Its lead article, "Our Program of Action", stated the union's objectives.

1. Protection against wage cuts and unfair treatment by any unscrupulous employers.
2. Minimum basic work week of 48 hours with one full day off each week.
3. Minimum basic wage scale...\$35 weekly for registered pharmacists, \$20 for junior pharmacists...\$10 for a 30-hour week for apprentices attending pharmacy schools.
4. Establishment of a free employment bureau.
5. No discrimination because of race, creed, sex, belief, or nationality.⁵

The new union initiated its first strike in the summer of 1933. The action was taken in support of a drug clerk whose salary had been reduced from approximately 14 cents an hour to about 11 cents an hour. (\$5 for a 35-hour week which was increased to \$7 for a 63-hour week).⁶ The conclusion of this first strike, won by the union in less than a week, encouraged the fledgling organization to initiate a number

4. Ibid, p. 13

5. Ibid, p. 15.

6. Ibid, p. 17.

of other strikes against individual pharmacies throughout 1933 and 1934.

In August, 1934, the New York Pharmaceutical Conference wrote an open letter to pharmacy employees.

It is high time to speak frankly on the subject of employer-employee relations. The Conference is entirely in sympathy with the aims and desires of drug store employees who are seeking decent minimum wages and a liveable schedule of hours of work per week. But pharmacy is unlike other trades and industries. It cannot be classed with the grocery or haberdashery industries, for example. It is a profession on the same level and plane as the medical or legal profession.

In our [New York Pharmaceutical Conference] opinion an organization of clerks should not be classed as a labor organization...The Conference is unalterably opposed to picketing. We believe it undignified, unethical and unbecoming...

The anti-strike plea based upon the professionalism of pharmacy was not successful. Its ineffectiveness upon unemployed pharmacists seems apparent. It is also likely that some employed pharmacists viewed themselves more as salaried employees than as the professional peers of their pharmacists' employers.

In the fall of 1934 an association of pharmacy owners in Bronx, New York, offered their employed pharmacists certain employment "improvements" including \$20 a week for registered pharmacists with up to two years' experience; \$22.50 for pharmacists with two to five years' experience; and \$25 a week for pharmacists with five years' or more experience. The offer was rejected by the union which

7. Ibid, p. 21.

demanded a minimum wage of \$32.50 a week, a 54-hour work week, a week of vacation with pay, and job security.⁸

The union called a general strike in the Bronx which caused 300 individual employers to sign union contracts within a few days. Seven employers who declined the union contract were subjected to picketing and court action before accepting the union's contract provisions some four months later.⁹

An employer-sponsored bill (the Twomey Bill) was then introduced in the New York legislature.¹⁰ Its avowed purpose was to authorize revocation of the license of any pharmacist who picketed. The union sponsored a major legislative campaign to defeat the bill. This campaign was successful and pharmacists continued to participate in union picket lines.

The Pharmacists' Union of Greater New York became affiliated with the American Federation of Labor in 1936 and acquired the Local 1199 name by which it is known today. At that time Local 1199 had an enrollment of about 500 members in 350 pharmacies. Local 1199 left the A. F. of L. the following year and on June 1, 1937, affiliated with the Committee for Industrial Organization (CIO), the young labor union dedicated to the organization of all employees in a given industry into one union.¹¹

8. Ibid.

9. Ibid, p. 23.

10. Ibid.

11. Ibid, p. 25-27.

By 1939 Local 1199's membership had increased to approximately 700 pharmacists and drug clerks. In that year the union obtained its first union shop contract with a pharmacy. It provided for the establishment of minimum wage schedules for different occupational classifications, job security, the elimination of split shifts, sick pay, paid vacations, and other benefits.¹²

The union directed its greatest organizational efforts during the 1940's toward employees of drug chains in the New York City area. A 44-hour work week was established in the chains on January 1, 1949.¹³ In 1952 employees of the 53-unit Whelan Drug Company with the support of the union, requested a 40-hour, five-day week which was granted on June 8, 1952. The Liggett Drug Company quickly agreed to a new contract involving terms similar to the Whelan contract. In 1953 employees of the unionized independent pharmacies received the same 40-hour, five-day week.¹⁴ Local 1199 had a 1960 membership of 5,567 including 1,985 pharmacists (Table 2). Beginning February 1, 1960, pharmacists' initiation fees are \$200 if he was employed in a previously unionized pharmacy and \$10 if he was employed in a pharmacy being unionized. Employed pharmacists' dues are \$6 monthly or \$72 annually. There are special assessments for strike funds and other union activities.

The membership of Local 1199 is divided into two

autonomous divisions:

12. Ibid, p. 33.

13. Ibid, p. 35.

14. Ibid, p. 37.

Table 2. MEMBERSHIP IN LOCAL 1199 DRUG AND HOSPITAL
EMPLOYEES UNION AFL-CIO
(1932-1960)

	<u>Total Membership</u>	<u>Registered Pharmacist</u>
1932	D.N.A.*	D.N.A.*
1933	"	"
1934	"	"
1935	"	"
1936	"	"
1937	"	"
1938	2954	"
1939	3205	"
1940	3653	"
1941	2887	"
1942	2479	"
1943	D.N.A.*	"
1944	"	"
1945	2102	"
1946	3129	"
1947	D.N.A.	"
1948	"	"
1949	4522	"
1950	4440	"
1951	4900	"
1952	D.N.A.	"
1953	"	"
1954	"	"
1955	5158	1738
1956	5172	D.N.A.
1957	5313	"
1958	6104	2060
1959	5606	1968
1960	5567	1985

* Data not available for other years.

1. The Drug Division which includes members employed in pharmacies.
2. The Hospital Division which includes members employed in hospitals.

Every two years the membership of the union elects full-time union officers and representatives by secret ballot. The officers are: president, vice-president, secretary-treasurer, division directors, area directors, and stewards. The three major officers of the union, the president, vice-president, and secretary-treasurer, must receive a majority of the votes cast in both the drug and hospital divisions to be elected.

The president functions as chief executive of the union. He coordinates, guides, and supervises all of the affairs of the union, its activities and the activities of the officers and elected representatives.

The vice-president assists the president in the administration of the union and its divisions. He is responsible for the welfare, employment department, recreational, social, and educational activities of the union and its divisions. The secretary-treasurer is the chief financial officer of the union.

Drug Division

The membership of the drug division is divided into geographical areas, usually on a borough-wide basis. Area meetings are held at least once every two months at the union headquarters where matters of union policy are discussed and decided. The areas are: Nassau - Suffolk,

Lower Manhattan, Upper Manhattan, Bronx Washington Heights, Brooklyn, Queens, and Midtown. The drug division membership elects a Division Director who has overall supervisory charge of the activities in this division. An Area Director is elected by the members in each area. Area directors have overall supervisory charge of the activities of their area and direct, coordinate, and guide all area activities under the supervision of the division director.

Approximately fifteen members working in pharmacies located near each other constitute a Group. Each group elects a steward to represent them. The steward performs such duties as uniting the members in his group, helping to resolve their grievances, keeping his group posted on all union matters, and supplying leadership in support of membership decisions. When a grievance is presented to a steward and he cannot settle it, he brings it to the attention of the area director or to a meeting of the stewards in the area. The Drug Division Council is composed of all the stewards in the drug division and meets regularly once a month. The council discusses reports and proposals to be presented to the drug division membership.

(Table 3)¹⁵

Achievements

The members and officials of Local 1199 Drug and

15. The organizational chart effectively depicts the complete Drug Division beginning with the Drug Division Director.

DRUG DIVISION

HOSPITAL DIVISION

PRESIDENT

VICE PRESIDENT

SECRETARY-
TREASURER

DRUG DIVISION DIRECTOR

HOSPITAL DIVISION DIRECTOR

LOWER MANHATTAN
AREA DIRECTOR

BRONX WASHINGTON
HEIGHTS AREA
DIRECTOR

QUEENS AREA
DIRECTOR

NASSAU SUFFOLK
AREA DIRECTOR

UPPER MANHATTAN
AREA DIRECTOR

BROOKLYN AREA
DIRECTOR

MIDTOWN AREA
DIRECTOR

DRUG DIVISION COUNCIL

STEWARDS

STEWARDS

STEWARDS

STEWARDS

STEWARDS

STEWARDS

STEWARDS

15 MEN GROUPS

15 MEN GROUPS

15 MEN GROUPS

15 MEN GROUPS

15 MEN GROUPS

15 MEN GROUPS

15 MEN GROUPS

LOWER MANHATTAN
AREA

BRONX WASHINGTON
HEIGHTS AREA

QUEENS AREA

NASSAU SUFFOLK
AREA

UPPER MANHATTAN
AREA

BROOKLYN AREA

MIDTOWN AREA

MEMBERS OF THE LOCAL 1199 DRUG AND
HOSPITAL EMPLOYEES UNION

Hospital Employees Union achieved a number of benefits and established a number of services for their members since the union's inception in 1932.

Wages

In 1945 a Local 1199 union pharmacist earned \$47 for a 48-hour work week. The contract which will expire on October 1, 1962 provides a pharmacist's salary of \$140 for a 40-hour work week. (Table No. 4) It may be assumed that the increase in pharmacist's salary (47 to \$140) was partially due to the level of economic activity during the period of 1945 to 1962 and to the effect of supply and demand for employed pharmacists in New York City as well as the collective bargaining activities of Local 1199.

Fringe Benefits

Some of the fringe benefits achieved by the members and officials of Local 1199 for their members were: a five-day standard work week, a standard eight-hour working day, time-and-a-half overtime pay for any work above a 40-hour work week, five holidays with pay, up to three weeks' vacation, and a maximum of five days sick leave (Table 4).

Benefit Plan

The members and officials of Local 1199 view their union's benefit plan as one of their most important achievements. In 1940 the members of Local 1199 agreed to contribute 25 cents a month to a common fund from which a member could draw \$10 sick benefits a week for five weeks in the event of his illness and inability to work.

TABLE 4

PHARMACISTS' SALARY SCHEDULE AND SOME
FRINGE BENEFITS 1945-1962*

Local 1199 Drug and Hospital Employees Union AFL-CIO

Year	Hours of Work/Week	Days of Work/Week	Maximum Hours/Day	Time and a Half	Part Time/Hour	Weekly Salary	Maximum Holidays With Pay	Maximum Weeks of Vacation	Maximum Sick Leave (Days)
1945	48	6	9	Yes	\$1.11	\$47.00	3	2	D.N.A.†
1946	48	6	9	"	1.11	47.00	3	2	"
1947	48	6	9	"	1.11	47.00	3	2	"
1948	48	6	8	"	1.40	65.00	4	2	"
1949	44	6	8	"	D.N.A.†	65.00	4	2	"
1950	44	6	8	"	"	65.00	4	2	"
1951	44	6	8	"	"	65.00	4	2	"
1952	44	6	8	"	"	75.00	4	2	"
1953	40	6	8	"	1.88	75.00	4	2	"
1954	40	6	8	"	2.06	82.50	4	2	"
1955	40	6	8	"	2.19	87.50	4	2	"
1956	40	6	8	"	2.25	90.00	4	2	"
1957	40	6	8	"	2.50	100.00	4	2	"
1958	40	6	8	"	2.75	110.00	4	2	"
1959	40	6	8	"	3.00	120.00	4	2	"
1960	40	6	8	"	3.13	125.00	4	2	"
1961	40	6	8	"	3.25	130.00	5	3	"
Oct. 1, 1961	40	5	8	"	3.375	135.00	5	3	"
Oct. 1, 1962	40	5	8	"	3.50	140.00	5	3	"

* Other fringe benefits are discussed in this chapter.

† Data not available for 1932-1944.

The members quickly recognized that adequate benefits would require larger sums of money. In the 1945 contract negotiated with Bronx employers, a clause provided that the employers would deposit an amount equal to three percent of union employees' wages in a special welfare fund. This provision of the Bronx contract was extended to other areas by the union and a comprehensive benefit plan covering all members and their families was established. The benefit plan was improved and expanded in the interests of the membership.

The new benefit plan began in 1945 with coverage for disability benefits equal to 50 percent of a \$40 maximum weekly earnings for a limit of 13 weeks. There was a \$150 maximum for surgical benefits, death benefits of \$1000, and hospital benefits for the entire family. The coverage applied only to independent pharmacy employees.

In 1948 the surgical schedule was raised to a maximum of \$225, dependents were covered under the \$150 schedule, and death benefits were increased to \$2000.

In 1951 the disability benefits were raised to two-thirds of weekly earnings with a \$45 maximum for 13 weeks and 13 additional weeks at half-rate. Death benefits were raised to \$4000. Union employees of the Whelan and Liggett Drug Companies were brought into the plan.

In 1953 disability benefits were raised to \$50 weekly for a full 26 weeks, hospital maternity benefits were raised from \$80 to \$100, and anesthesia coverage and hospital benefits for polio victims were added. In 1956 the surgical

schedule was raised to \$250 for both members and dependents, the hospital and private room allowance was raised from \$6 to \$10 a day, and supplementary benefits were provided for compensation cases.

In 1957 dependent children were covered up to 19 years of age, instead of 18. Limited hospital benefits for shock therapy, communicable diseases and tuberculosis were added. Surgical benefits were extended for new-born children from the date of birth. The disability benefits were raised to \$65 a week in 1958.

In 1961 the medical reimbursement program was instituted to cover employees and dependents for doctor visits. The surgical schedule was raised to \$300 and hospital benefits for mental and nervous conditions and regular hospital benefits for new-born children requiring care due to illness or accident were included. Hospital allowances for a private room were raised to the amount charged for semi-private accommodations and coverage for pulmonary tuberculosis was added. Hospital and surgical benefits were provided for unemployed members.

From 1945 to 1960, 26,603 members and dependents received a total of \$4,719,159 in benefits. (Table 5)

The status of the benefit plan after fifteen years of operation showed a total administrative cost of \$518,793 and reserves of \$1,278,105.

The benefit plan is self-administered to eliminate commissions to outside agencies or insurance companies and

Table 5

26,603 Members and Dependents Received

\$4,719,159 in Benefits*

(1945-1960)

Hospital, anesthesia benefits	\$1,955,642
Accident, sickness benefits	1,154,149
Death benefits	613,500
Surgical benefits	597,239
Health insurance	389,144
Health exams for members	<u>9,485</u>
Total benefits paid	\$4,719,159

* Source: _____, "Local 1199 Benefit Plan-Pension Fund - Fifteen Years of Benefits," New York, 1960 (pamphlet), 6 p.

the resultant savings have been converted into increased benefits and reserves. The plan is jointly operated by a Board of Trustees representing the union and employer associations.

Employees eligible for benefits are those employees who worked in a pharmacy unionized by 1199 for at least one month, whose employer made payments in the employee's behalf to the Local 1199 security fund, and who apply to the Local 1199 benefit plan. The schedule of benefits appears in Table 6.

Additional services in the Local 1199 benefit plan are provided for members and their families at reduced rates.

Table 6

Schedule of Benefits

Local 1199 Drug and Hospital Employees Union - AFL - CIO*

<u>Plan</u>	<u>#1</u>	<u>#2</u>	<u>#3</u>	<u>#4</u>	<u>#5</u>	<u>#6[†]</u>
Sickness and Accident Benefits	X	X	X	X	X	X
Family Hospitalization Benefits	X	X	X	X	X	
Anesthesia Benefits	X	X	X	X	X	
Family Surgical Benefits	X	X	X	X		
Non Accidental Death Benefits up to	\$4000	\$2000	\$1000	\$1000		
Accidental Death Benefits up to	\$6000	\$4000	\$2000	\$2000		
Accidental Dismemberment Benefits up to	\$2000	\$2000	\$1000	\$1000		

X-Included

<u>†Plan</u>	<u>Member's Weekly salary</u>
Number 1	\$75.00 a week and over
Number 2	\$40.00 to \$74.99 a week
Number 3	\$37.50 to \$39.99 a week
Number 4	\$30.00 to \$37.49 a week
Number 5	\$25.01 to \$29.99 a week
Number 6	\$25.00 a week or less

* Source: Foner, Moe, 1199 Benefit and Pension Plans, New York, April, 1956 (Booklet Number 5), p. 10-11.

These services are: surgical and medical specialists fees, dental care (including orthodonture), laboratory service, optical services, x-ray service, legal advice, welfare guidance, and blood from the union's blood bank.¹⁶

Pension Plan

The establishment in 1950 of the 1199 pension plan was another achievement for the union. An 1199 member is eligible for a normal pension (Table 7) if: he is 65 years of age or older, payments were made on his behalf by his employer for not less than 36 to 60 months depending upon the relationship between the member's age and the date of the initial contribution, he retires from employment within the geographic jurisdiction of Local 1199, and he makes proper application to the pension fund. Employer's contribution to the pension plan is three percent of the employee's total gross salary (Appendix E, p. 94).

The normal pension is equal to 0.5 percent of the total employee's earnings on which payments have been made to the plan plus \$36.00 for each year of past service divided by twelve.

An 1199 member is eligible for an early pension (Table 8) if he is 55 years of age or older. The other conditions are the same as those for the normal pension except for the age difference.¹⁷

16. The material on benefit plan achievements and data was adapted from: _____, "Local 1199 Benefit Plan-Pension Fund-Fifteen Years of Benefits," New York, 1960 (pamphlet), 6 p.

17. Material on the pension plan was adapted from: Foner, Moe, 1199 Benefit and Pension Plans, New York, April, 1956 (Booklet Number 5), p. 47-62.

Table 7. Normal Pension Plan
Local 1199 Drug and Hospital Employees Union - AFL - CIO*

Years of service	\$100,000	\$90,000	\$80,000	\$70,000	\$60,000	\$50,000	\$40,000	\$30,000	\$20,000
15	\$86.67	\$82.50	\$78.33	\$74.17	\$70,000	\$65.83	\$61.67	\$57.50	\$53.33
14	83.67	79.50	75.33	71.17	67.00	62.83	58.67	54.50	50.33
13	80.67	76.50	72.33	68.17	64.00	59.83	55.67	51.50	47.33
12	77.67	73.50	69.33	65.17	61.00	56.83	52.67	48.50	44.33
11	74.67	70.50	66.33	62.17	58.00	53.83	49.67	45.50	41.33
10	71.67	67.50	63.33	59.17	55.00	50.83	46.67	42.50	38.33
9	68.67	64.50	60.33	56.17	52.00	47.83	43.67	39.50	35.33
8	65.67	61.50	57.33	53.17	49.00	44.83	40.67	36.50	32.33
7	62.67	58.50	54.33	50.17	46.00	41.83	37.67	33.50	29.33
6	59.67	55.50	51.33	47.17	43.00	38.83	34.67	30.50	26.33
5	56.67	52.50	48.33	44.17	40.00	35.83	31.67	27.50	23.33
4	53.67	49.50	45.33	41.17	37.00	32.83	28.67	24.50	20.33
3	50.67	46.50	42.33	38.17	34.00	29.83	25.67	21.50	17.33
2	47.67	43.50	39.33	35.17	31.00	26.83	22.67	18.50	14.33
1	44.67	40.50	36.33	32.17	28.00	23.83	19.67	15.50	11.33
0	41.67	37.50	33.33	29.17	25.00	20.83	16.67	12.50	8.33

* Source: Foner, Moe, 1199 Benefit and Pension Plans, New York, April, 1956
(Booklet Number 5), p. 56-59.

Table 8

Early Pension Plan

Local 1199 Drug and Hospital Employees Union AFL - CIO*

<u>Age at Retirement</u>	<u>Percentage of Normal Pension</u>
55	45%
56	48%
57	52%
58	56%
59	60%
60	65%
61	70%
62	76%
63	83%
64	91%

* Source: Foner, Moe, 1199 Benefit and Pension Plans, New York, April, 1956 (Booklet Number 5), p. 56-60.

Postgraduate Courses

The Local 1199 committee on pharmacy sponsored post-graduate refresher courses in pharmacology, economics, and jurisprudence for pharmacist members of the union. Pharmacy forums have been presented to pharmacist members on such subjects as, "The Truth About Drug Prices", and "Consumer Drug Plans and Retail Pharmacy".

Camp Scholarship Program

In 1954 Local 1199 organized a camp scholarship

program. The 1199 Camp Committee makes selections of the children from the applications submitted by 1199 members. The committee plans to extend the program's benefits to children between the ages of 14 and 16. Children of union members are sent to summer camp, all expenses paid, for a three to four week vacation.

Additional Achievements and Member Activities

Additional achievements and activities of Local 1199 are: a credit union for its members, an employment department, annual college scholarships which are awarded to children of union members, recreational programs for members' children, and a diversified program of social and educational activities for union members and their families.

Aims

The organizational objectives and policies of pharmacists members of Local 1199, Drug and Hospital Employees Union, are instituted by the Pharmacy Committee. This committee is composed of twelve registered pharmacists, elected by the pharmacists members, who meet at infrequent intervals for discussions on matters relating to the pharmacists. The Pharmacists Meeting, open to all pharmacists members, considers any matters which were discussed earlier by the committee.

Reciprocity

A 1960 amendment to the Education Law of the State of New York permitted reciprocal agreements which would enable

pharmacists licensed in other states to reciprocate to New York. The amendment was discussed at the pharmacists meeting on October 25, 1960:

....a law was passed in the last session of the state legislature which enables pharmacists from out-of-state to qualify for their New York license without taking Board examinations. However, there is no equal opportunity for New York State pharmacists to do the same in any other state. This is not reciprocity and we are obviously opposed to it without any qualification. We will seek repeal of that law.¹⁸

The amendment would be acceptable to the union pharmacists if the states of California and Florida were a part of a reciprocal agreement which would enable pharmacists licensed in New York to reciprocate to those states. The pharmacist committee believes that some pharmacy employers desire an influx of pharmacists into New York City to depress the present \$140 weekly pharmacist's salary.

Appointments to the New York State Board of Pharmacy

Members of the New York State Board of Pharmacy are appointed by the New York State Board of Regents from among pharmacists nominated by the New York State Pharmaceutical Society. The Board of Regents has consistently, with but two exceptions in the past 60 years, appointed pharmacists nominated by the Pharmaceutical Society.

The rules for nominations to the New York State Board of Pharmacy state:

18. "Proposed Program of Action", presented at Pharmacists Meeting by the Pharmacists Committee, Local 1199, Drug and Hospital Employers Union, New York City, October 25, 1960, p. 4.

At each annual meeting of the association, nine licensed pharmacists shall be nominated by ballot, whose names shall be submitted to the department in writing under the seal of the association by the president and secretary thereof, promptly after the adjournment of such meeting.

From the number thus submitted or from the other licensed pharmacists of the state, the regents may appoint three persons to succeed the members whose terms of office expire on the following July thirty-first.¹⁹

Local 1199 contends that:

The New York State Pharmaceutical Society is an employer organization. Although employee-pharmacists may join, they are denied the right by constitutional provision to hold major office or serve on the important Resolutions and nominations Committees. These offices are restricted to drug store owners and the committees are composed of representatives from local chapters of the Society, which admit only drug store owners to membership.

In this way, the Society has resisted for years our efforts to get employees recommended for State Board of Pharmacy appointment. The regents have traditionally chosen pharmacists who were proposed by the Society thereby making our efforts ineffective when we proposed employee-pharmacists for the Board.²⁰

We, therefore, submit that the State Board of Pharmacy is an employer-dominated Administrative Agency which is involved in a conflict of interest in regulating and enforcing laws governing employees in pharmacy; that there is precedent

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19. , Handbook II Professional Education - Pharmacy Law, Rules, Information, University, of the State of New York, The State Education Department, Albany, 1959, Section No. 6802, p. 18.
20. , "Proposed Program of Action," presented at Pharmacists Meeting by the Pharmacists Committee, Local 1199 Drug and Hospital Employees Union, New York City, January 16, 1961, p. 2.

for the Legislature to establish the composition of such a Board, and, in this instance, should by statute establish employee-pharmacist representation.²¹

If Local 1199's nominees are appointed to the State Board of Pharmacy, the union's influence and status would be greatly strengthened. Local 1199, as a union, wants a voice in New York pharmacy policy.

Pharmaceutical Society of the State of New York

The union believes that the Pharmaceutical Society of the State of New York is not a representative organization of the state's registered pharmacists:

....the State Society has but 2,800 regular members, only 15 percent of the total. Including so-called 'associate members', who can hardly be considered as members since their rights are limited, the Society still falls far short of representing pharmacists in the state.

The Constitution of the Society and its organizational setup are, in our opinion, undemocratic and antiquated and obstruct the broad participation of its members in its affairs. It does not allow for a proper exchange of views, discussion and the exploration of new ideas, nor an effective mobilization of its membership. As far as employee pharmacists are concerned, it is downright discriminatory since important positions in the Society are constitutionally restricted to drug store owners.²²

Local 1199 seeks to revise the Society's organizational structure to encourage membership and active participation of all New York pharmacists in the Society.

21. Ibid, p. 3.

22. _____, "Statement to the Delegates of the 80th Annual Convention of the Pharmaceutical Society of the State of New York," Issued by Local 1199, Drug and Hospital Employees Union, New York City, June, 1958, p. 2-3.

Maximum Hours of Work

Local 1199 seeks legislative action which would prohibit a pharmacist or any pharmacy employee from working more than 40 hours a week in the State of New York. Section 6807 of the New York Education Law allows pharmacy employees to work a maximum 70-hour work week plus six hours overtime in any week for the purpose of making a shorter succeeding week. However, the aggregate number of hours in any such two weeks shall not exceed 132 hours. The act allows pharmacy employees in cities of over one million inhabitants a maximum 54-hour work week plus six hours overtime provided, however, that the aggregate number of hours in any such two weeks shall not exceed 108 hours.²³

Local 1199's objective is to expand employment opportunities for pharmacists by statutory law.

Membership

Local 1199 reached its greatest numerical strength in 1958 with a total membership of 6,104 including 2,060 pharmacists. By 1960 total membership declined to 5,567 including 1,985 pharmacists. Membership data for 1961 and 1962 were not available. (Table 2, p. 38).

The aim of increasing membership was discussed at the February 17, 1960, pharmacists' meeting:

23. Handbook II Professional Education-Pharmacy Law, Rules, Information, University of the State of New York, The State Education Department, Albany, 1959, Section No. 6807, p. 36-37.

The Allied Trades contract covering some 60 drug stores has a minimum of \$110 per week for about 100 pharmacists. R. H. Macy has a \$90 minimum for about 15 pharmacists in its contract with Local 1 S. New discount drug stores have opened lately and signed with the Butchers Union or any phony union they can pick up. A Local 199, unaffiliated, signed with 2 'schlock' stores on 17th Street to protect them from Local 1199's contract. The effect of these substandard contracts is to further undermine our jobs.²⁴

Firstly, we must unionize all the non-union stores as a means of strengthening our position. Our next goal must be to bring uniform conditions to all pharmacists no matter where they work. This applies to pharmacists working under contracts with other unions as well as those working in hospitals, for manufacturers, surgical stores, discount houses, department stores, union operated drug stores, civil service-in fact, anywhere pharmacists are employed. Anytime a pharmacist works for less than our standards, it holds us back.²⁵

This crusade will have to penetrate the Colleges of Pharmacy where students are being indoctrinated with anti-unionism. Here again our members should teach the students who work with them what benefits unionism has brought to the profession.²⁶

Local 1199's policies and activities are closely aligned with the short range objectives of employed pharmacists. The officials of 1199 stress to employed pharmacists that pharmacy organizations and the State Board of Pharmacy are dominated by employers, are oriented toward ownership interests, and are not attempting to satisfy the professional

24. _____, "Report to Pharmacists Meeting", presented at Pharmacists Meeting by the Pharmacists Committee, Local 1199, Drug and Hospital Employees Union, New York City, February 17, 1960, p. 2.

25. Ibid, p. 3.

26. Ibid, p. 4.

and economic needs and aspirations of employed pharmacists.

Shortcomings of Local 1199

A basic antagonism between unionized pharmacists and their pharmacist employers is evident. Its development was expressed in 1919:

Those who saw a friend and advisor in the employer will only see a slave driver and wage profiteer hereafter; those who worked heart and soul in the interest of their boss will only do the minimum set forth by the union; Their special desire will concentrate on strikes and dictating; regardless to (sic) public safety or professionalism. They will be always pharmacists (when they get their money), but they will be merciless merchants (in between).²⁷

Forty-three years later the proprietor of a Greenwich Village pharmacy expressed the opinion that if his pharmacy was unionized by Local 1199 or any other union, his personal relationship with his employees would cease.²⁸

Neglect of Professional Obligations

A pharmacist who belongs to Local 1199 may neglect some of his professional obligations. This type of situation was depicted when the Pharmaceutical Society of the State of New York received a complaint from a mother in New York City. The woman's child had a fever of over 104 degrees Fahrenheit and it was necessary to obtain a prescription

27. Varga, John, "What I Think of Trade Unions of Drug Clerks", American Druggist, September, 1919, p. 360-361.

28. Personal interview, Greenwich Village, New York, August 15, 1961.

for the child. The mother arrived at the pharmacy which she regularly patronized at 9:50 P.M., but was declined service because the pharmacy closed at 10:00 P.M. Upon investigating her complaint, the Pharmaceutical Society learned that the pharmacist was a member of the union and that the union contract instructed him to close by 10:00 P.M. The pharmacist, because he doubted that he would complete the prescription before 10:00 P.M., refused his professional service.²⁹

The Code of Ethics of the American Pharmaceutical Association states:

The primary obligation of pharmacy is the service it can render to the public in safeguarding the preparation, compounding, and dispensing of drugs....Accordingly, the pharmacist recognizes his responsibility to the state and to the community for their well-being, and fulfills his professional obligations honorably.³⁰

In the New York City incident, a unionized pharmacist refused his professional services and thereby failed to fulfill professional obligations. The pharmacist's primary consideration was the terms of the union contract, not his professional service to fill a prescription for an ill child.

Picketing by Pharmacists Members of Local 1199

The officials of Local 1199 often organize a picket

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29. Duncan, Alfred J., "Pharmacists and Unions", Arizona Pharmacist, 41:3. March, 1961, p. 5.
30. Code of Ethics, American Pharmaceutical Association, Washington, D. C., 1961, 3 p. (pamphlet).

line to arouse a fear of economic loss to an owner of a non-unionized pharmacy. Pharmacists members of Local 1199 are obligated to participate in a picket line. The fear of an economic loss may cause the employer to recognize the union even though the union does not in fact represent any employees.

Local 1199 attempted to organize Towne Pharmacy during the summer of 1961 (Appendix C). The State Supreme Court Justice granted the Towne Pharmacy an injunction against Local 1199:

State Supreme Court Justice Joseph M. Conroy at Jamaica, N. Y., on Monday granted the Towne Pharmacy, 71-24 Austin Street, Forest Hills, an injunction against picketing by Local 1199 of the Drug and Hospital Employees' Union.

Justice Conroy, sitting in Queens County Supreme Court here, noted that there had been no strike, adding: 'I find there was no labor dispute within the meaning of the law and that the picketing was for the sole and only purpose of coercing the plaintiff into signing a contract with the union. This is unlawful.'

The store, in its suit, charges the picketing was organization, but the local argued that the picketing (sic) was for recognition, that a labor dispute was involved and that the pharmacy was the only non-union drug store in Forest Hills and was undermining the union.

Towne Pharmacy, in its suit, asked for \$50,000 as damages and an injunction.³¹

The proprietor of the Towne Pharmacy stated that

31. _____, "Court Bars Picket at Stores as Illegal", Drug News Weekly, 1:2, October 4, 1961, p. 18.

Local 1199 had made previous attempts to unionize his pharmacy but the employees refused to recognize the union as their collective bargaining agent.³²

Monopolizing Telephone Lines

Two 1199 union officials pleaded guilty in 1956 to conspiracy to monopolize the telephone lines of seven pharmacies in a union effort to organize the employees of non-unionized pharmacies.³³ The officials received suspended sentences after they admitted having made hundreds of calls daily to the seven pharmacies in 1955.³⁴

Additional Shortcomings

Membership in Local 1199 tends to stagnate the employed pharmacist's initiative and ambition because seniority, rather than ability and professional proficiency, determines salary increases and advancements.

When a pharmacist affiliates with Local 1199, he relinquishes some of his professional status. The pharmacist is now represented by union representatives; the non-pharmacist is now representing the pharmacist.³⁵

32. Personal interview, Forest Hills, New York, August 16, 1961.

33. _____, "Two Guilty on Phone Plot," New York Times, October 2, 1956; p. 71.

34. _____, "Union Aides Sentenced," New York Times, December 8, 1956, p. 13.

35. The three major officers of Local 1199 are not registered pharmacists. The Drug Division Director is a registered pharmacist in New York.

Other Examples of the Unionization of Employed Pharmacists

The labor union organization of employed pharmacists is an important issue which merits pharmacy's serious consideration. The organization of employed pharmacists is not limited to New York City and Local 1199.

Portland, Oregon

Erratic attempts have been made by the Food and Drug Union, Local 1092 of the AFL - CIO, to organize employed pharmacists in Portland, Oregon. When the union is actively campaigning for members in pharmacies it first attempts to organize the clerks. If successful, the union then attempts to organize the employed pharmacists.

The passage of a law which prohibits organizational picketing in Oregon has extensively curtailed union activity which is designed to arouse fear of economic loss to owners of non-unionized pharmacies.

A past salary schedule for an employed pharmacist under a Local 1092 contract is illustrated in Table 9.

The Executive Secretary of the Oregon State Pharmaceutical Association estimates that about 9 percent (50 of 560) of the pharmacies in Oregon employ unionized pharmacists.³⁶

The secretary stated his appraisal of pharmacist membership in labor unions:

36. Letter from Mr. Henry A. Speckman, Executive Secretary of the Oregon State Pharmaceutical Association, dated October 24, 1961.

TABLE 9

SALARY SCHEDULE OF OREGON FOOD AND DRUG UNION

LOCAL 1092 AFL-CIO

(Effective Until April 1962)

	<u>Section Head*</u>	<u>Pharmacist</u>
Per hour	\$3.79	\$3.66
Per 8 hour day	30.30	29.30
Per 5 day week	151.50	146.50
Per 6 day week	196.95	190.45
Over time per hour	5.68	5.49
Extra Sunday pay for 8 or more hours	7.575	7.325

Source: Correspondence from Henry A. Speckman, Executive Secretary of the Oregon State Pharmaceutical Association, October 24, 1961.

* Section Head - the pharmacist in charge of the pharmacy department.

"...they (unions) have no place whatsoever, and that pharmacists who belong find that they lose a certain amount of respect from other professionals. Particularly in Oregon, where they are members of a Food and Drug Clerks' Union, they have less to say about pharmacy than if they were a union of their own.³⁷

San Francisco, California

Unionized employed pharmacists in San Francisco belong to a union affiliated with the Grocery Clerks of San Francisco which was formed in 1934 after many futile attempts to organize employed pharmacists into guilds, locals, and federations. The union promised the employed pharmacists a 48-hour work week, instead of working 50 to 60 hours per week; and such fringe benefits as paid vacations and overtime pay.³⁸

In 1939 the union was successful after arbitration in securing a wage increase for employed pharmacists. The union was also granted a Union Shop clause which made it mandatory that a pharmacist be a union member as a condition of employment in a pharmacy.³⁹

In San Francisco the increase of approximately 100 percent in pharmacists' salaries during World War II was due to the level of economic activity, to the effect of supply and demand for employed pharmacists, and to the

37. Ibid.

38. Damele, William, "The Economic Gain of the Union Pharmacists", Proceedings of the program of Twentieth Annual Convention, American College of Apothecaries, San Francisco, California, September 29, 30, October 1, 2, 1961, p. 72.

39. Ibid, p. 73.

collective bargaining activities of the union. After the end of the war the union demanded a 40-hour week which was obtained after seven months of arbitration.⁴⁰

The 1951 contract established pharmacists' salaries at \$97.20 a week and provided for an employer contributed group medical plan.

In 1956 pharmacists' salaries were elevated to \$113 a week; in November 1959, a guaranteed salary of \$158 a week; and in 1960, a guaranteed salary of \$170 a week.⁴¹

Employers in the neighboring communities in northern California met the salary scales and working conditions of the union in order to entice some employed pharmacists to leave the San Francisco area. Ultimately, many pharmacists throughout northern California had their wages increased in approximately 25 years from about \$50 for a 48-hour work week to a guaranteed \$170 for a 40-hour work week. In some communities in northern California, pharmacists are paid \$200 for a 40-hour work week.⁴² (Tables 10 and 11)

Seattle, Washington

Unionized pharmacists in Seattle were affiliated with the Food and Drug Clerks Organization from 1937 to 1958. At the end of May, 1958 a separate union called the Pharmacist and Retail Drug Store Employees, Local 330 of the Retail Clerks International Association was established.

40. Ibid.

41. Ibid, p. 74.

42. Ibid.

TABLE 10

UNION PHARMACIST SALARIES FROM 1937 TO 1960
 IN SAN FRANCISCO, CALIFORNIA*

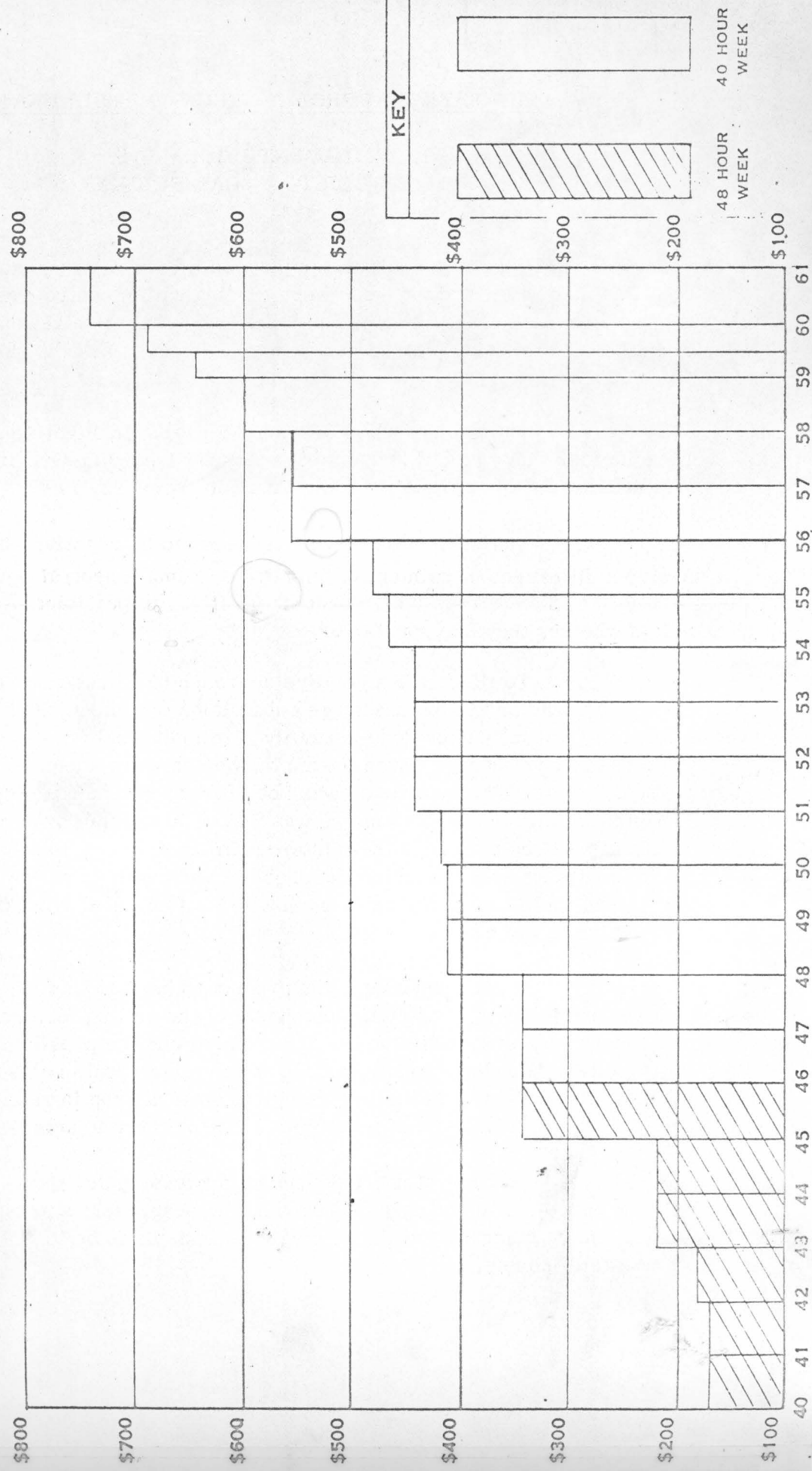
<u>Year</u>	<u>Pay Per Month</u>
1937	\$165.00
1938	170.00
1939	170.00
1940	175.00
1941	
1942	180.00
1943	207.00
1944	
1945	325.00
1946	#
1947	
1948	412.50
1949	
1950	421.18
1951	442.00
1952	
1953	
1954	472.33
1955	489.67
1956	536.00
1957	
1958 (Dec)	598.00
1959 (Jan)	641.39
1959 (June)	684.67
1959 (Nov)	719.33
1960 (Nov)	736.00

* Data received from the files of Keck's Pharmacy and Bowerman's Pharmacies, both of San Francisco, California.

Work week decreased from 48 hours to 40 hour week.

Source: Damele, William, "The Economic Gain of the Union Pharmacists," Proceedings of the program of Twentieth Annual Convention, American College of Apothecaries, San Francisco, California, September 29, 30, October 1, 2, 1961, p. 76.

UNION PHARMACIST SALARIES PER MONTH
 1940 THRU NOVEMBER 1961
 in San Francisco, California



Source: Damele, William, "The Economic Gain of the Union Pharmacists," Proceedings of the program of Twentieth Annual Convention, American College of Apothecaries, San Francisco, California, September 29, 30, October 1, 2, 1961, p. 77.

In 1961 Local 330 had 1316 members of which 468 were registered pharmacists. Eighty-three of the 468 pharmacists members were self-employed. There were 317 pharmacies under the union's jurisdiction.⁴³

The delegates of both the Seattle Retail Drug Distributors Association which represents the owners of chain pharmacies and the Seattle King County Pharmaceutical Society which represents the owners of independent pharmacies act as spokesmen for the employers in negotiations with representatives of Local 330. The three recent pharmacists' salary schedules of Local 330 appear in Table 12.

Chicago, Illinois

The Registered Pharmacists Organization of Illinois, an affiliate of Local 714, is attempting to organize the employed pharmacists in the state of Illinois.

An official of Local 714 stated:

Pharmacists claim to be professional men, but they don't get recognition as professional men....They are treated like employees, like clerks...⁴⁴

A bulletin of the union listed 14 specific objectives that the organization will seek for its employed pharmacists members:

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43. Letter from Stanley C. Peters, Secretary-Treasurer of Local 330, Seattle, Washington, dated November 21, 1961.
44. _____, "Teamsters Union Making 'Professional' Pitch to Pharmacists", Weekly Pharmacy Reports, 11:7, February 12, 1962, p. 2.

THREE RECENT SALARY SCHEDULES OF PHARMACISTS AND RETAIL DRUG STORE EMPLOYEES UNION LOCAL 330, RETAIL CLERKS INTERNATIONAL ASSOCIATION, AFL-CIO SEATTLE, WASHINGTON

	Weekly Scales		Weekly Scales		Weekly Scales		
	5 Days 40 Hour Week	5 1/2 Days 44 Hour Week	5 Days 40 Hour Week	5 1/2 Days 44 Hour Week	6 Days 48 Hour Week	6 Days 48 Hour Week	
Salary Scale - 12/1/60-5/15/61	\$3.875	\$5.8125	\$3.975	\$5.9625	\$155.00	\$178.25	\$201.50
Head pharmacists:							
Registered pharmacists: 6 mos. or more experience after registration	3.75	5.625	3.85	5.775	150.00	172.50	195.00
0-6 mos. experience after registration	3.50	5.25	3.60	5.40	140.00	161.00	182.00
Graduate pharmacists: 8-12 mos. experience	3.125	4.6875	3.225	4.8375	125.00	143.75	162.50
4-8 mos. experience	3.025	4.5375	3.125	4.6875	121.00	139.15	157.30
0-4 mos. experience	2.50	3.75	2.60	3.90	100.00	115.00	130.00
Salary scale - 5/16/61-1/15/62							
Head pharmacists:	4.00	6.00	4.10	6.15	160.00	184.00	208.00
Registered pharmacists: 6 mos. or more experience after registration	3.875	5.8125	3.975	5.9625	155.00	178.25	201.50
0-6 mos. experience after registration	3.625	5.4375	3.725	5.5875	145.00	166.75	188.50
Graduate pharmacists: 8-12 mos. experience	3.25	4.875	3.35	5.025	130.00	149.50	169.00
4-8 mos. experience	3.025	4.5375	3.125	4.6875	121.00	139.15	157.30
0-4 mos. experience	2.50	3.75	2.60	3.90	100.00	115.00	130.00
Salary scale - 1/16/62-9/15/62							
Head pharmacists:	4.125	6.1875	4.225	6.3375	165.00	189.75	214.50
Registered pharmacists: 6 mos. or more experience after registration	4.00	6.00	4.10	6.15	160.00	184.00	208.00
0-6 mos. experience after registration	3.75	5.625	3.85	5.775	150.00	172.50	195.00
Graduate pharmacists: 8-12 mos. experience	3.375	5.0625	3.475	5.2125	135.00	155.25	175.50
4-8 mos. experience	3.125	4.6875	3.225	4.8375	125.00	143.75	162.50
0-4 mos. experience	2.50	3.75	2.60	3.90	100.00	115.00	130.00

- (1) A 36 hour week.
- (2) A wage scale of \$5 per hour.
- (3) Legal holidays off with full pay.
- (4) Medical and hospitalization insurance at low rates for personnel and families.
- (5) Paid vacations of one day per month, up to 24 days.
- (6) Personnel listing by categories of work.
- (7) Prohibition of drug stores' advertising better prices or skills.
- (8) Public liability insurance for all personnel.
- (9) A joint credit union retirement fund.
- (10) Prohibition of discharging personnel who refuse to participate in duties other than practicing pharmacy.
- (11) A pharmacist exchange to assure the best distribution of personnel and full employment.
- (12) Compensation for managers and supervisors who put in extra duty.
- (13) Limit on store hours to the number of multiples of 36-hour shifts; that is 36 hours for a one-man store, 72 hours for a two-man store.
- (14) A five-day week with two consecutive days off, or Wednesday and Sunday off, or double-time compensation.⁴⁵

The Pharmacists Guild which is an affiliate of Local 1550 of the Retail Clerks Food and Drug Union AFL - CIO is also actively engaged in organizing employed pharmacists

45. _____, "Hoffa Union Active in Illinois Drug Field", N A R D Journal, 84:4, February 19, 1962, p. 16.

in Illinois.⁴⁶

Cleveland, Ohio

A campaign to organize approximately 1000 Cleveland-area employed pharmacists was instituted by the Retail Clerks Union, AFL - CIO. Approximately 50 to 100 pharmacists are believed to have joined the union. Employed pharmacists who have joined the union have indicated that: "...dreams of owning one's drugstore [are] disappearing in the face of consolidations and the organizing of voluntary chains."⁴⁷

Pharmacists belong to labor unions in at least three additional states - Kansas, Missouri, and Nevada. Unions are reportedly attempting to organize pharmacists in not less than four other states.⁴⁸

Some Conditions which Have Fostered Unionization of
Professional Employees

Professional employee unions are not new; the American Federation of Teachers was formed in 1916. The earliest interest by professional engineering societies in collective bargaining was shown by the American Association of Engineers in 1915. The largest union of pharmacy employees,

46. _____, "2nd Union Asks Spiegel Vote", Drug News Weekly, 1:13, December 20, 1961, p. 18.

47. _____, "AFL-CIO Union Seeks to Sign Cleveland-area Pharmacists", Drug News Weekly, 1:13, December 20, 1961, p. 18.

48. _____, "Unions Seek to Sign Up More Rx Men", Druggists Briefs, October, 1960, p. 1.

Local 1199, Drug and Hospital Employees Union of New York City, was formed in 1932.

The union movement among professionals received its first great impetus during the depression of the 1930's when there was substantial unemployment among professionals and opportunities for employment were meager.

Another encouragement in the development of the unionization of employed professionals was that salary adjustments accorded professional employees were seldom commensurate with those achieved by the members of labor unions.

Nonpecuniary aspects have also been a factor in union appeals to teachers, nurses, pharmacists, and engineers. The union officials have promised to elevate the employee's professional status.

Employed engineers have organized to offset pressure by labor unions to include them in a union with non-professional industrial employees. An independent union similar to the Engineers and Scientists of America is organized to insure a separate professional employees' bargaining unit and professional employees' control of salaries and conditions of employment.

Professional employees' affiliation with labor unions is fostered by the practice of hiring employees in mass numbers by representatives of large corporations, hospitals, chain pharmacies, and school boards. If professional employees possess any unsettled grievances, they may seek

assistance from their professional society or join a labor union.

The professions and the country are suffering from a strange economic malady which permits truck drivers, construction workers, electricians, plumbers, and other semi-skilled and skilled employees to earn more than many teachers, nurses, pharmacists, and engineers.

CHAPTER V
RECOMMENDATIONS

Forty-four years ago an editorial in one of the pharmacy journals reflected the attitude of pharmacy employers towards the union movement.

Listen to the demands of the union. It shall have the authority and power to regulate and fix all salaries, hours of employment, and all matters pertaining to the welfare of its members; only members of the union shall be employed in retail pharmacies...

The employer...discerns that if he submits to the union he is no longer the boss of his store and business, but the union is the boss. ¹
Bolshevistic unionism is not wanted or needed...

Forty-one years later, Holland stated that unionism and professionalism are mutually exclusive.

To be sure one cannot be a professional man in good conscience or good standing and at the same time be a union member. They are mutually exclusive. If you are reluctant to accept this view, let me further emphasize it by revealing that most of the pharmacy unions are not even headed by pharmacists. They are led and manipulated by union organizers who make it a business. Now there is the classic example - professional men being led by union organizers and agents....Here, gentlemen, is your challenge, here gentlemen, lies your very future, here gentlemen, is the proposition which confronts you -- you must "lead or be led". There are no alternatives. Is pharmacy to maintain its professional status or sink to the level of a trade union?²

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1. _____, "Trade Unions in Pharmacy", American Druggist, November 1919, p. 447-48.
 2. Holland, Albert G. Jr., M.D., "Lead or be Led", presented at the Annual Banquet of Beta Gamma Chapter of Rho Chi Society, Columbia University, College of Pharmacy, March 18, 1959.

Holland's viewpoint was supported by the late Judge Goodman.³

The increase in the number and proportion of drug chain units⁴ and the accompanying rise in employed pharmacists, the large decrease in the number and proportion of 'one-man pharmacies',⁵ an increase in the pharmacy bankruptcy rate,⁶ and the increase in popularity of shopping center locations⁷ and the higher capital investment necessary for newly established pharmacies all indicate a reduced likelihood of employed pharmacists acquiring proprietor status.

The employed pharmacist needs representation and identification by pharmacy organizations. A Chicago employed pharmacist stated: "Existing pharmacy organizations are dominated by employers and are oriented toward

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3. _____, "N. Calif. Assn. and Hedgpeth Found Guilty on Anti-trust Charges; Judge Rules Out Professional Issue, "Druggist Gets the Money", special supplement to Weekly Pharmacy Reports (10:25) June 19, 1961.
 4. _____, "Over 1,000 Independents Developing Their Own Chains", Weekly Pharmacy Reports, (10:2) January 9, 1961, p. 2.
 5. For illustration see the comparison of pharmacies "Serviced by 1 Pharmacist" in 1950 Proceedings of the National Association of State Boards of Pharmacy, Chicago (1950) p. 62, and 1958 Proceedings of the National Association of State Boards of Pharmacy, Chicago (1958), p. 65.
 6. _____, "204 Drug Store Failures During 1961 Set A 19-Year Record", American Druggist, February 5, 1962, p. 11.
 7. _____, "14.1% of New Pharmacies Are Located Inside Other Types of Retail Stores", American Druggist, February 5, 1962, p. 5-6.

ownership interests -- they don't make any effort to satisfy the professional needs and aspirations of the employed pharmacist."⁸ The employed pharmacist feels that the pharmacy associations are dominated by pharmacy owners and are dedicated to the service of the employers' interests in a manner in which he cannot or does not identify his own interests.

Local and state pharmaceutical associations should accept the responsibility of more directly representing the economic as well as the professional interests of employed pharmacists.

Pharmacy owners should make a rapid and honest appraisal of their own employee relation programs. Employers should correct any reasonable grievances of their employed pharmacists due to substandard wages or working conditions.

8. _____, "Why Do Pharmacists Join Unions? Professional Frustration", Weekly Pharmacy Reports, 11:9, February 26, 1962 (p. 3).

APPENDIX A
UNION ORGANIZING METHODS

The success of attempts to expand union membership depends largely upon the ability of paid organizers. The union organizer must have the attributes of a practicing applied psychologist. He must be capable of meeting people, be congenial and understand them, be a judge of character, and possess an ability to understand and sympathize with the types of problems with which employees are concerned.

The trend in recent years is to recruit qualified college graduates and give them additional training in organization tactics. Trainees are then assigned as understudies to experienced organizers.

An organizer will move into a locality and seek to organize employees in a pharmacy for one of the following reasons: (1) One or more of the employees of the pharmacy has contacted the union and expressed an interest in it; or (2) the organization of the particular pharmacy may be part of an all out organization drive in a given geographical area.

When the union representative arrives in town, he must determine:

1. What local conditions will make his job easier?
2. What local conditions will make his job more difficult?

3. What resources does he have available to accomplish the organization?
4. What techniques or methods may be available for the particular pharmacy which is his first target?

The organizer prepares an information file of data relevant to the above questions. All information concerning the employer, employees, and working conditions is systematically arranged in the file. The following is representative of the information sought by the organizer for his file:

1. Location of pharmacy.
2. Physical structure of the pharmacy.
3. Number of floors.
4. Employees' starting and quitting time.
5. Transportation facilities.
6. Eating and drinking establishments in or near the pharmacy.
7. Ownership of the pharmacy.
8. Approximate number of employees.
9. Racial composition of the group.
10. Ratio of male to female employees.
11. Whether employees sponsor paternal programs.
12. Financial status of the pharmacy.

After securing the above information, the organizer attempts to determine both through his own central offices and other contacts any history of labor organization in the area or the particular pharmacy. The organizer will want to know whether or not there were previous organizing

efforts by other unions, previous strikes by employees, and the degree of effort on the part of the employer to prevent the organization of his employees.

The next operation for the organizer is twofold in nature:

1. To seek potential leaders among employees in the pharmacy who can aid in furthering the organization drive.
2. To seek detailed information concerning the immediate problems and grievances of the employees of the pharmacy.

The organizer cannot engage in too many abstract generalities on the glory and wonders of the labor union movement in order to be successful in telling his story to a group of unorganized employees. Most important, he must translate the over-all organizing program into terms of day to day practical experience of the particular group.

The following are examples of the type of information about the pharmacy required by the organizer:

1. Attitudes of department heads towards employees.
2. Names of overbearing supervisors.
3. Listing of arbitrary actions on the part of management which could be considered injustices against individual employees.
4. Differentials in wages, hours, and working conditions in the same or nearby pharmacies.

The organizer will try to meet employees in the following ways:

1. Engage them in conversation at a restaurant or tavern near the pharmacy.

2. Secure the names and home addresses of employees from other employees who have previously expressed interest in the union.
3. Introduce himself to the employees at the pharmacy entrance.
4. Check with union members working in other establishments near the pharmacy.

Another successful method of obtaining information is to place someone (employed by the union) in the employ of the pharmacy. While gathering his information, the organizer is observant of employees who would be categorized as potential employee leaders for the union (stewards).

The next objective of the organizer is to contact individual employees at their homes. The organizer will obtain the assistance of an interested employee to procure a complete list of all the pharmacy's employees' names and addresses. Visits to the employees are made in the evening. During these visits the organizer continues to procure additional information about working conditions, wages, and grievances. The employees may be asked to keep the visits confidential until the commencement of the organizing drive.

The organization of the first union meeting generally involves the distribution of leaflets to the employees as they go to or return from work. According to union standards, an effective leaflet should include:

1. Eye appeal.
2. A concise presentation in simple vigorous language.
3. Notice of a union meeting to follow.

At the first meeting the organizer will follow a set

of simple rules:

1. He will not speak in vague generalities.
2. He will include the grievance information from his files to show the need for a union in the pharmacy.
3. He will be cautious not to make wild promises, until he can arouse a sincere interest on the part of the majority of the employees.

During the course of this meeting the organizer will seek employees who appear to be extremely interested and then request their assistance in organizing and conducting future meetings. He will develop an active card file on the general attitude of the individuals who attend the meetings. The file may be divided into sub-divisions such as "weak", "strong", and "tending to waver". The information will aid in determining areas of concentration for additional work. The union organizer will promise membership with no initiation fee if the employees join before the union is recognized by their employer. He will also attempt to entice the employees to sign union authorization cards and those attending the meeting will be urged to take extra membership cards for their fellow employees.

The length of time it will require to organize the first union meeting is influenced by the number of unadjusted legitimate grievances of the employees and a comparison of employees wages and working conditions with other pharmacies in the community. The lower the morale, the greater the number of unadjusted legitimate grievances, the lower the pay scale is below the community level, the

faster and easier the union organizer's task will be.

The organizer will contact the employer when he believes that a substantial percentage of the employees have signed as members. He will tell the employer that his union has been authorized by a majority of the employees to represent them. The organizer requests that the employer meet with him to discuss conditions of employment and the negotiation of a contract.

The employer may have no knowledge of the circumstances which caused the employees to sign union cards, nor if they still feel that way, or if they understood the implications of signing a union card. The employer should tell the union organizer to file a petition with the National Labor Relations Board and that he will bargain only if the NLRB supervised election favors the union.*

* Adapted from: Mechaux, James G., and Shroyer, Thomas E., Retail Organization - Union Style, American Retail Federation, Washington, D.C., April 16, 1956, p. 1-12.

APPENDIX B
AN ORGANIZATION CAMPAIGN

The Pharmacy Employer - What Can He Do?

Period I

Activities Before Formal Demand for Recognition

When an employer is aware that union organizers are contacting his employees, he should make a rapid and honest appraisal of his own employee relations program. If the employer's relations with his employees have resulted in grievances due to substandard wages, or working conditions, the employer has reason to be concerned about the union's activities. If, on the other hand, the employer has made a real intelligent effort to maintain good employee relations, the opportunity for the union to organize the pharmacy's employees will be considerably lessened.

Assuming that the employer has maintained good relations with his employees, he must take the initiative and remind his employees of his past efforts. He must prevent the employees from being misguided by the statements of the union organizer.

The following is a list of actions which an employer may effect at this time:

At the first sign of union organizational activities contact other pharmacy employers in the immediate area to determine whether they are unionized, and if not, whether the union

is also in the process of unionizing their employees. Review all his employee relations such as the employee's wage scale. Eliminate any grievances the organizer can emphasize in his union promotion.

Note: A wage increase granted after knowledge of union organization activity for the sole purpose of defeating the union has been designated an unfair labor practice. Keep his supervisory staff informed on all union organizational activities. Have supervisors report any indications of union intimidation which are brought to their attention.

Establish before any organizational activities, a general "no solicitation" rule in all areas of the pharmacy open to public access. A general rule (which need not be posted) prohibiting interference with the operation of the pharmacy is preferable to a general "no solicitation" rule.

The employer should not:

Permit supervisors to attend any union meetings or engage in any undercover activity to spy on any of the employees. The employer is legally responsible for any of his supervisors' actions.

Tell the employees that the concern will dismiss anyone who is involved in union activities. Be positive not to promise any benefits if the employee rejects the union. Upon any such dismissal the employer will be ordered to reinstate the individual with back pay for lost time.

Grant Employees wage increases or any special concessions

as a method of combating the organization of the union.

Bar employee union representatives from soliciting new memberships during non-working hours.

Period II

Employer Activity Between the First Union Demand and the Time the Election is Ordered

During this second period, the employer should continue to obtain additional information on the union's progress. He must also organize a program for telling his side of the story to the employees. Those employees who are opposed to union representation are effective help in defeating an organization drive.

The employer may communicate the facts to his employees through writing, which many believe produces the best results, or by speeches to all or a group of employees. The employer may do the following:

Talk with the union agent if he attempts to contact him in any way. At this point the employer should not agree to any negotiations or concede that the union may represent a majority of his employees.

Inform his employees of the employment benefits they receive by distributing written information to their homes.

The following should not be done by the employer during Period II:

The employer is not required by law to recognize the union as the employees' bargaining agent until the majority have voted in favor of the union at an NLRB conducted

election.

The employer is not required to observe any evidence the union organizer utilizes to prove he represents a majority of the employees. The employer should explain to the organizer that he insists upon an NLRB election.

The employer should not agree to an NLRB consent election unless he is positive that the results will be in his favor. A consent election contains fewer safeguards than the NLRB ordered electoral procedure.

The employer should not ask employees whether or not they are affiliated with the union.

The employer should not ask employees about such confidential items as union meetings. It is not an unfair labor practice for an employer to listen to union information, but he must not ask for any additional information.

The employer should not ask employees what they think about the union or any union representative.

Period III

Employer Action After an NLRB Election is Authorized

The following is a list of information which the employer may distribute as part of his campaign to acquaint the employee with his position:

1. The employer may inform his employees
a majority of their votes will decide the election.
their choice will not be held against them.
the election will be secret and supervised by Federal officials.

the signing of a union authorization card prior to this time does not mean they have to vote in favor of the union.

of the disadvantages of belonging to the union, such as serving in a picket line against other employers, dues, fines, and assessments.

that he prefers to deal with the employee instead of the union to settle any grievances.

about any prior experience he had with the union.

of the benefits they enjoy at the present and take for granted.

how he thinks they should vote.

that the law allows the employer to hire a new employee to replace any employee who strikes for economic reasons.

that no union can secure more than an employer is capable of giving his employees.

how their wages and benefits compare with unionized pharmacies.

of any misleading statement made by the organizer.

of any known racketeering, Communist, or other undesirable elements which may be active in the union.

During this period the employer should not:

use sample ballots.

ask the employees how they intend to vote.

make a speech to the employees within 24 hours of the election.

The NLRB and the courts make the final decision of any disputed legality of the union's organizational activities.

The services of a labor relations expert can be of

value to the employer in assisting him to organize his campaign against the labor union organization.*

* Adapted from: Mechaux, James G., and Shroyer, Thomas E., Retail-Organization - Union Style, American Retail Federation, Washington, D.C., April 16, 1956, p. 12-25.

PLEASE DO NOT SHOP AT Towne Drug

We, the members of Local 1199, request your kind

cooperation in not shopping at Towne Drug.

The 6000 members of our Union, employed in the over-

whelming majority of drug stores in the City of New York under

Local 1199 contracts, have established wages, working conditions

and other benefits of great value.

These benefits include the 40-hour, 5-day work week, time

and a half for overtime, sickness and accident benefits, hospi-

talization, surgical benefits, medical reimbursement, life

insurance coverage and pension rights.

Towne Drug employees work a 48-hour 6-day week and are

denied all the other benefits we enjoy. This denial undermines

union standards achieved by our members at great efforts.

We, therefore, appeal to you -

PLEASE HELP US TO PROTECT OUR STANDARDS.

DO NOT SHOP AT TOWNE DRUG

Patronize one of the many stores in this neighborhood

which maintain union standards. They are:

Continental Drug, 118-02 Queens Blvd. BO 3-7100

Dartmouth Pharmacy, 71-68 Yellowstone Blvd. BO 3-6015

Landenberg Pharmacy, 110-80 Queens Blvd. BO 8-9529

Martel Drug, 113-02 Queens Blvd. BO 8-7646

Medical Hall Pharmacy, 108-15 Queens Blvd. BO 8-0210

Sutton Hall Pharmacy, 73-01 Austin St. BO 8-3661

Wright Drug, 71-15 Austin St. BO 8-7767

THANK YOU FOR YOUR HELP.

LOCAL 1199, DRUG & HOSPITAL EMPLOYEES UNION,
AFL-CIO, 300 W. 45 St., NYC JU 2-1890

7/6/61

CODE OF ETHICS

for

Pharmacist Members of Local 1199



The pharmacist members of Local 1199 dedicate themselves to uphold and advance the best traditions of their profession.

They must conduct themselves in an ethical manner and with a high degree of integrity all ways concerning themselves with the interest of the public and the community.

To meet their professional responsibilities, the employee pharmacists shall seek to achieve a high social standing and adequate economic security.

In order to aid in carrying out these objectives, the pharmacist members of Local 1199 meeting this 13th day of January 1959, in the F.I.R. Auditorium at union headquarters, do hereby establish a Committee on Ethical Practices. The purpose of the Committee will be to increase the awareness of all pharmacists toward their duties and responsibilities. It will, in addition, seek such ways and means, and establish such procedures, as will encourage and foster a higher standard of professional conduct among our pharmacist members.

In order to guide the Committee on Ethical Practices, the pharmacist members of Local 1199 do hereby adopt the following Code of Ethical Practices.

Code of Ethical Practices

1. Since the science of pharmacy is constantly progressing, it is necessary that a pharmacist should continue to study and expand his knowledge in his field.

2. A pharmacist's first responsibility is to the public. He must never compromise with his integrity when handling and compounding drugs intended for use by the public. He must not substitute or use sub-standard drugs or preparations. He must never alter or change a doctor's prescription without authorization by the prescriber. He must, in his professional conduct, avoid all such practices as might be considered unethical.

3. A pharmacist must observe all laws and regulations relating to his profession and to the dispensing of medications.

4. A pharmacist must observe all requirements and precautions relating to the storing and handling of drugs as are proper and necessary.

5. A pharmacist should take professional pride in the physical appearance of his establishment, since the impression the public acquires about the appearance of a pharmacy either enhances or belittles the prestige of the profession.

6. A pharmacist should endeavor to charge a fee for his service to the public which reflects his skills and training. His services should not be given away in a competitive effort to undersell his co-practitioner.

7. A pharmacist should at all times conduct himself in such a manner as to add to the prestige of his profession. He should seek out ways to enlighten his community about the service he performs for the public welfare. He must never permit his conduct to be demeaning in the eyes of the public.

8. A pharmacist's conduct toward his co-workers and fellow members should be such as would lead to better understanding and co-operation.

9. A pharmacist shall assume responsibility to influence the apprentice in his charge to encourage in the apprentice an appreciation of his future role as a professional man and his responsibility toward the public and the union.

10. An employee pharmacist has the responsibility to refuse any request, whether by employer or client, to violate any ethical professional practice as is forbidden by law, regulation or his conscience. No employee pharmacist may hide behind the cloak of compulsion or pressure as an excuse for such violation. He shall report to the Committee on Ethical Practices such pressure by an employer or co-worker.

11. An employee pharmacist shall make no agreement with an employer or other person to undermine these professional ethical practices.

The Committee

FOR PHARMACIST MEMBERS OF LOCAL 1199

APPENDIX B

LOCAL 1199 DRUG AND HOSPITAL EMPLOYEES UNION

AFL-CIO CONTRACT*

Agreement

between

Local 1199

RETAIL DRUG

EMPLOYEES UNION

AFL-CIO

and

Print name of partnership, corporation or individual owner

D/B/A

* The name of Local 1199 Retail Drug Employees Union was changed to Local 1199 Drug and Hospital Employees Union in 1960.

This agreement made and entered into this _____ day of _____, 19____, by and between LOCAL 1199, RETAIL DRUG EMPLOYEES UNION, AFL-CIO, with its office at 210 West 50th Street, in the Borough of Manhattan, City of New York, hereinafter designated as the "Union," and

hereinafter designated as the "Employer".

Article I

In consideration of the mutual promises, covenants and conditions herein contained, and of One (\$1.00) Dollar, lawful money of the United States, by each of the parties hereto to the other in hand paid, receipt whereof is hereby duly acknowledged, the parties hereto agree as follows:

UNION RECOGNITION

FIRST: (A) The Employer recognizes the Union as the sole and exclusive representative of all his employees in respect to rates of pay, wages, hours and other conditions of employment.

(B) The Employer agrees to employ only members of the union in good standing. Any employee designated by the Union as not in good standing shall be immediately discharged.

HIRING

SECOND: The Employer shall engage all new employees through the office of the Union. Should the Union be unable to furnish the necessary employees within a reasonable time, the Employer may obtain such employees through any other source. All new employees must obtain a Union work card before going to work. New employees who are not members of the Union must in addition apply for membership. The Union shall have the right for cause to refuse membership or a Union work card to any such new employee.

TRIAL PERIOD

THIRD: New Employees shall be on probation for four weeks and shall become permanent employees if retained after said period.

WAGES

FOURTH: (A) The Employer agrees to pay to each Registered Pharmacist in his employ an increase in his salary or wages of \$10 per week, effective April 1, 1957, and a further increase of \$5 per

week, effective April 1, 1958, and to each of his other employees an increase in their weekly salary or wages of \$7.50 per week, effective April 1, 1957. Said weekly salary or wages plus increases shall in no event be less than the minimum weekly salary or wages provided for in the schedule immediately hereinbelow set forth for the classification in which each of said employees is employed:

	4/1/1957	4/1/1958
Weekly minimum salary or wages:	to	to
	3/31/1958	6/30/1959
a. Registered Pharmacists	\$115.00 per week	\$125.00 per week
b. Drug and Sales Clerks	75.00 per week	75.00 per week
c. Cigar Clerks	75.00 per week	75.00 per week
d. Cosmeticians	65.00 per week	65.00 per week
e. Stockmen, Cashiers, Porters, Pantrymen, Dishwashers	55.00 per week	55.00 per week
f. Head Sodamen	80.00 per week	80.00 per week
g. Chefs	70.00 per week	70.00 per week
h. Sandwichmen	65.00 per week	65.00 per week
i. Soda-fountain Dispensers	57.50 per week	57.50 per week
j. Waitresses	.90 per hour	.90 per hour

k. Apprentices and Trainees:

Apprentices and Trainees shall be started at a salary or wage, based upon their experience, which shall be not less than the minimum provided for in the schedule hereinbelow set forth and shall thereafter be automatically increased periodically in accordance with said schedule as follows:

	4/1/1957	4/1/1958
	to	to
	6/30/1959	6/30/1959
No prior experience	\$50.00 per week	\$50.00 per week
4 months experience	52.50 per week	52.50 per week
8 months experience	55.00 per week	55.00 per week
12 months experience	60.00 per week	60.00 per week
16 months experience	65.00 per week	65.00 per week
18 months experience	70.00 per week	70.00 per week
24 months experience	75.00 per week	75.00 per week

Part-time employees will be credited with a month of experience for each month worked.

(B) Part-Time Employees:

The hourly rates of part-time Registered Pharmacists shall, effective April 1, 1957, and thereafter effective April 1, 1958, be increased on each of the aforesaid dates by an amount determined by dividing the weekly wage increase for full-time Pharmacists effective April 1, 1957 and April 1, 1958, respectively, by the 40-hour workweek. The hourly rates of all other part-time employees shall, effective April 1, 1957, be increased by an amount determined by dividing the weekly wage increase for the category for which employed by the 40-hour workweek.

Minimum Hourly Rates for Part-Time Employees:

(a) The minimum hourly rates of part-time employees working less than forty (40) hours but more than thirty (30) hours per week, shall for each classification be pro-rated by dividing the minimum salary or wages fixed for the classification by the forty (40) hour work week.

(b) The minimum hourly rate for any part-time employee working less than thirty (30) hours per week shall be determined by dividing the minimum salary or wages fixed for his classification by the forty (40) hour work week and adding 10% to each said hour.

(C) Commissions:

For all sales of cosmetic merchandise by an employee, such employee shall be paid by the Employer whatever commission the manufacturer allows to the Employer on such merchandise.

Where the practice in any store has heretofore been to pay all commissions on the sale of cosmetic merchandise to an employee Cosmeticsian or Cosmeticians within the bargaining unit, it shall be continued.

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

HOURS OF WORK

FIFTH: (A) The maximum work week for all employees shall be forty (40) hours per week spread over five 8-hour days.

(B) All work over and above eight (8) hours per day and forty (40) hours per week and all work by an employee on the sixth day of any work week shall be deemed overtime and shall be paid for at time and one-half the regular rate of pay. No employee shall be required

to work overtime except with the consent of the Union. Part-time employees shall be entitled to overtime pay on the same basis.

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

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

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

All split shifts are hereby forbidden.

DISCRIMINATION

SIXTH: The Employer will not discriminate against any employee or prospective employee because of his membership or activities in the Union or because of his race, color, creed, sex, age or political opinion or affiliation.

PROMOTIONS

SEVENTH: Should a promotion opening, due to a vacancy or otherwise, occur, preference shall be given for such position to the members of the Union in the store on the basis of seniority, provided they are qualified to fill such position. An employee promoted shall be on a two weeks probationary period to demonstrate his qualifications and if not retained therein shall be restored to his old position.

HOLIDAYS

EIGHTH: Each employee shall be off with full pay on all holidays that the drug store is closed and in no event shall an employee be off with full pay on less than four holidays during any contract year and on not less than one holiday with full pay for every three months of employment.

The holidays to which the employees shall be entitled hereunder shall be selected from among the following: Lincoln's Birthday, Wash-

DISCHARGE AND LAY-OFF

ington's Birthday, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, Christmas and New Year's Day. The holiday schedule shall be so arranged that an employee who is off with full pay on any one of the afore-mentioned holidays shall be off with full pay on every alternate succeeding holiday.

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

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

Part-time employees shall be entitled to holidays with pay as hereinabove set forth on a pro rata basis.

VACATIONS

NINTH: (A) All employees shall receive vacations with full pay between May 1st and September 30th, each year as follows: if at or during said vacation period an employee has been employed by the Employer and/or his predecessors six (6) months but less than one (1) year, one (1) week's vacation; one (1) year but less than five (5) years, two (2) weeks' vacation; five (5) years or longer, three (3) weeks' vacation.

(B) Vacation pay shall, except as hereinafter stated, be given to the employees at the time of their vacation and choice of time as to such vacation shall be on the basis of seniority.

(C) Any employee who resigns or is laid off prior to the vacation period but has been in the employ of the Employer and/or his predecessors longer than six (6) months from his last vacation, or from the date of his hiring if he was not for any reason entitled to a vacation heretofore, shall be entitled to proportionate vacation pay which shall be paid to him at the time of such resignation or lay-off.

(D) Part-time employees shall be entitled to vacation on the same basis as hereinabove set forth. A week's vacation pay for a part-time employee shall be equal to the employee's average weekly earnings in the six months period immediately preceding the vacation.

TENTH: (A) No employee shall be discharged, laid off or suffer a reduction in working hours except for good and just cause. No proposed discharge, lay-off or reduction in working hours of any employee below those provided for him in this agreement shall become effective until the Union has been notified thereof in writing, with the reasons therefor, and the Union, after an investigation, shall have given its consent thereto in writing. Should the Union deny the Employer's request, the Employer may either accept the Union's decision or in the alternative proceed to arbitration. No employee shall be discharged, suspended, suffer reduction in working hours or be laid off until after a decision in the Employer's favor, except that an employee charged with criminal negligence or dishonesty may be summarily discharged. Should the Union deem itself aggrieved in the case of a summary discharge as aforementioned, the Union shall have the right to submit the matter to arbitration. Should the Arbitrator decide in favor of the employee, he shall be reinstated to his former position and be compensated for loss of time.

(B) Should the Union consent to or should the Arbitrator authorize a discharge or lay-off of an employee or reduction in his working hours as a result of a bona fide sale of any drug store where such employee worked or because the Employer took one partner into his business, the aforesaid employee shall be entitled to a cash bonus equal to one week's pay if employed by the Employer and/or his predecessors for a period of less than one year; to a cash bonus equal to three weeks' pay if employed as aforesaid for a period of one to two years; to a cash bonus equal to four weeks' pay if employed as aforesaid for a period of two to three years; to a cash bonus equal to six weeks' pay if employed as aforesaid for a period of three years or longer.

In case of the sale of a drug store, the Employer and the purchaser shall be responsible for the payment of the aforementioned cash bonus.

(C) Should the Union consent to or should the Arbitrator authorize a discharge or lay-off of an employee or reduction in his working hours as a result of adverse business conditions, or by reason of discontinuing business, the aforesaid employee shall receive a cash bonus of one week's pay if employed by the Employer and/or his predecessors for a period of six months to one year; to a cash bonus of two weeks' pay if employed as aforesaid for a period of one year to two years; to a cash bonus of three weeks' pay if employed as aforesaid for a period of two to three years; to a cash bonus of four weeks' pay if employed as aforesaid for a period of three years or longer.

SENIORITY

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

SICK LEAVE AND LEAVE OF ABSENCE

TWELFTH: All employees who become sick shall receive sick leave with pay up to six (6) working days during the calendar year.

All employees who are sick for a longer period shall be on sick leave without pay for such period in excess of six (6) working days, and upon their recovery shall be returned to their positions without loss of any rights.

SODA FOUNTAIN EMPLOYEES

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

LOCKERS, ETC.

FOURTEENTH: The Employer shall be responsible for the safe-keeping of his employees' clothing and shall supply them with a suitable place therefor to which the public is not admitted. The Employer shall also provide sanitary dressing rooms with separate lockers for all his employees.

BASIC CREW AND CLASSIFICATIONS

FIFTEENTH: (A) It is agreed that the employees named and listed in "Schedule A" of this agreement shall constitute the basic crew in each drug store. Should an employee voluntarily terminate his

employment by resignation or in any other way, or should any employee be discharged for just cause, except in cases of lay-offs due to a bona fide sale of a drug store or adverse business conditions as hereinbefore provided, such vacancy or vacancies shall be filled forthwith and without delay.

(B) It is agreed that, except upon promotion or at the request of the Union in any case where an employee has been doing work that would bring him into another classification paying a higher salary, the classification of the employee shall not be changed.

(C) It is agreed that employees who, prior to the execution of this agreement were hired to work in any specific classification but who have since been doing work that would bring them into another classification paying higher salaries, shall be re-classified and their salaries shall be fixed on the basis of such new classification.

SICKNESS, ACCIDENT, AND OTHER BENEFITS

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

(A) The Employer agrees that for the duration of this agreement he will pay monthly on or before the 10th day of each month commencing on the effective date of this contract, a sum of money equal to 3% of the previous month's gross payroll of his employees covered by this agreement to Local 1199 Security Fund, to be used for the purpose of providing said employees with social benefits as the Trustees of said Fund may determine.

(B) All monies paid into Local 1199 Security Fund, as aforesaid, shall be and remain the property of said Local 1199 Security Fund exclusively.

(C) The Employer further agrees to make available to the Union and/or Local 1199 Security Fund all payroll and other records of his employees covered by this agreement.

PENSION OR RETIREMENT FUND

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

(A) The Employer agrees that for the duration of this agreement he will pay monthly on or before the 10th day of each month commencing on the effective date of this contract a sum of money equal to 3% of the previous month's gross payroll of his employees covered

by this agreement to Local 1199 Pension Fund to be used for the purpose of providing said employees with retirement or pension benefits as the Trustees may determine.

(B) All monies paid into Local 1199 Pension Fund, as aforesaid, shall remain the property of said Fund exclusively.

(C) The Employer further agrees to make available to the Union and/or Local 1199 Pension Fund all payroll and other records of his employees covered by this agreement.

ENFORCEMENT

EIGHTEENTH: Should the Employer default in any one or more monthly payments provided for in Articles "Sixteenth" and "Seventeenth" of this agreement or in any monthly payments provided for in any prior agreement and should said default continue for ten (10) days, the Union shall have the right at its option to declare such default as a dispute under this agreement and commence arbitration proceedings or in the alternative to commence court action against the Employer, for and on behalf of said Funds or either of them, to recover the monies due to said Funds or either of them, under this agreement. In either of such events, the Employer agrees to pay besides the principal on his obligation under this or any prior agreement a sum equal to 20% thereof but in no event more than \$50.00 and less than \$15.00 as and for collection charges.

The Arbitrator hereby designated to arbitrate disputes under this Article is Burton B. Turkus, Esq. of N. Y. City. Should the office of arbitrator become vacant by resignation of the Arbitrator or otherwise, the Arbitrator hereby designated shall appoint his successor. Should said Arbitrator fail to appoint his successor, the New York State Mediation Board shall be empowered to designate an Arbitrator to arbitrate disputes under this Article.

Upon default by either party to appear before the Arbitrator, after due written notice shall have been given by mail which need not be registered mail, the Arbitrator shall, and he is hereby authorized, to render a decision or award upon the testimony of the party appearing. The oath of the Arbitrator is hereby waived.

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

MISCELLANEOUS

NINETEENTH: (A) This agreement shall be binding upon the Employer signatory hereto whether such Employer is an individual, copartnership or corporation.

(B) All members of the Union now employed by the Employer are to be continued in such employ for the term of this agreement subject to the terms and conditions thereof.

(C) The Employer hereby agrees that he will not during the term of this agreement grant a concession in his drug stores to any person, firm or corporation or permit any person, firm or corporation to operate a concession in his drug stores without the written consent of the Union. The Union's refusal to grant its consent shall be conclusive and shall not be subject to arbitration, anything in this agreement to the contrary notwithstanding. Should the Union consent to the Employer's grant of a concession, then and in such event, the Employer shall be and remain fully responsible for the performance of all of the terms and provisions of this agreement by such concessionaire.

(D) The Employer agrees that he will not enter into any individual agreement, directly or indirectly, with any of his employees, whereby any of the provisions of this agreement are abrogated or modified to the extent of worsening working conditions of any employees, and the Employer further agrees that during the continuance of this agreement, he will not negotiate or enter into any agreement for the employment of any employees with any persons, organizations, associations, or corporations claiming to be a labor union representing his employees working in his drug stores other than the Union, party to this agreement.

(E) It is agreed that any authorized representative of the Union shall be permitted to enter the Employer's place of business during reasonable business hours for the collection of dues, the adjustment of disputes and grievances, to communicate with its members and/or to confer with the Employer; and the Union shall be further permitted, at its option, to appoint one of the employees actually working in the Employer's place of business as a Union representative, for either or all the aforementioned purposes.

(F) It is agreed that if the Employer owns or operates more than one drug store he will not transfer any of his employees from one of his drug stores to another without receiving the written consent of the Union thereto.

(G) No more than two partners and in the case of a corporation no more than two stockholders, each owning at least 25% of the capital stock, shall be permitted to work in the Employer's establishment without being required to become members of the Union. In the event that the Employer is a partnership, only those partners who are registered as owners with the State Board of Pharmacy, shall for this purpose be recognized as such.

(H) It is agreed that if the employees of the Employer have been covered for unemployment insurance benefits under the New York

State Unemployment Insurance Law, at or before his taking in of a partner or his granting of a concession, as the case may be, said employees, including the employees working in the concession, shall continue to be covered for unemployment insurance benefits under the New York State Unemployment Insurance Law to the same extent as if no partner was taken in or concession granted; and the Employer further agrees to make payment to the New York State Unemployment Insurance Fund necessary to continue such coverage for unemployment insurance benefits, not only for the employees employed by him or the partnership, but also for the employees employed by the concessionaire in the event that the concessionaire fails or refuses to make such payments. Should the Employer and/or the concessionaire fail to make the necessary unemployment insurance payments hereinbefore provided for, and should an employee who otherwise would be entitled to unemployment insurance benefits lose such benefits by reason thereof, the Employer shall be obligated to make the employee whole for any losses so sustained.

(I) Unless herein otherwise specifically provided, part-time employees are included wherever the term "employee" or "employees" is used in this agreement.

(J) Any employee who shall accept a full-time salaried position with the Union shall be entitled to a leave of absence and upon termination of his employment with the Union shall be reinstated in his position in the store with all rights and privileges including seniority status.

(K) Nothing contained in this agreement shall in any way be deemed to deprive any employees of any more favorable benefits or any more favorable compensation enjoyed by the employees prior to the signing of this agreement.

(L) Soda fountain concessionaires shall not be entitled to any part of tips and other gratuities received from the customer by the soda employees working at the fountain.

CLASSIFICATIONS

TWENTIETH: For the purpose of this agreement the following classifications are defined as follows:

(A) A "registered pharmacist" is one who has been licensed to practice pharmacy by the State of New York.

(B) A "drug and sales clerk" is one who sells drugs and pharmaceuticals and general merchandise.

(C) A "cigar clerk" is one who sells cigars, cigarettes, etc.

(D) A "cosmetician" is one who is employed to sell cosmetics and other merchandise.

(E) A "head soda man" is one who is in charge of the fountain.

(F) A "soda fountain dispenser" is one who dispenses at the fountain.

(G) A "cashier" is one who works at the cash register.

(H) A "porter" is one who does general porter's work in and around the store.

(I) A "chef" is one who prepares hot meals.

(J) A "sandwich man" is one whose primary job is the preparation of sandwiches.

(K) A "pantryman" and a "dishwasher" work in and around the fountain and render whatever services are reasonably necessary in connection therewith.

(L) A "stockman" is one who maintains the stock in the store.

(M) An "apprentice" is one over 16 years of age who is a student at a college of pharmacy.

(N) A "trainee" is one over 16 years of age who is learning to become a drug or cigar sales clerk.

The enumeration of classifications hereinabove shall not be deemed and does not exclude other classifications such as managers, assistant managers, head cigarmen, etc. from this agreement.

ARBITRATION

TWENTY-FIRST: All complaints, disputes or grievances arising between the Union or any of the employees and the Employer involving questions of interpretation, operation or application of this agreement or any breach or threatened breach of this agreement or any acts, conduct or relations of whatsoever nature between the Union or any of the employees and the Employer, except as specifically otherwise provided for in Article "Nineteenth (C)" of this agreement, shall, if unadjusted by the Union and the Employer, be submitted without delay to arbitration before an arbitrator designated by the New York State Board of Mediation except that disputes mentioned in Article "Eighteenth" if submitted to arbitration, shall be submitted to the Arbitrator provided for in said Article. The decision or award of the Arbitrator shall be final and binding upon all the parties hereto. In the event of a default by any of the parties hereto in appearing before the Arbitrator after due written notice shall have been given by mail which need not be registered mail, the Arbitrator is hereby

authorized to render a decision upon the testimony of the party appearing. The oath of the Arbitrator is hereby specifically waived.

All Arbitrators' decisions or awards shall be complied with within forty-eight (48) hours. Should the Employer fail to comply with such decision or award within such time, he shall automatically lose all rights and privileges under this agreement and the Union shall be free to take any action it deems necessary to enforce its rights and the rights of the employees against the Employer including but not limited to striking and picketing, anything in this agreement to the contrary notwithstanding.

TWENTY-SECOND: Should any paragraph of this agreement, in whole or in part, or any clause or provision therein, be adjudged invalid or unenforceable, the same shall not in any way whatever affect the balance of the agreement.

DURATION OF AGREEMENT

TWENTY-THIRD: (A) This agreement shall commence on the _____ day of _____, 19____ and shall continue in full force and effect until the _____ day of _____, 19____, and shall be binding upon the parties hereto and their successors and assigns and shall survive any changes in name, reorganization or incorporation.

(B) Anything in this agreement to the contrary notwithstanding, it is agreed that within thirty (30) days following each anniversary date of this agreement during the term hereof the Union and the Employer agree to negotiate in good faith, salary or wage increases, hours of work and other conditions of employment, and any agreement reached thereon shall be retroactive to such anniversary date. Should the Union and the Employer fail or be unable to agree upon said matters or any of them, said parties agree to submit, within ten (10) days thereafter, the same to arbitration before an Arbitrator designated by the New York State Mediation Board, and the Arbitrator's award shall be retroactive to such anniversary date and shall become and remain a part of this agreement, with the same force and effect as if physically incorporated herein.

(C) Each and every drug store in the Greater City of New York and Nassau and Suffolk Counties, now or hereafter owned, operated or controlled by the Employer or his successors, and each and every employee, present and future, working thereat, are covered by this agreement.

(D) It is specifically understood and agreed that should the Union, party to this Agreement, which is now affiliated to a national labor organization, become disaffiliated from said national labor organization at any time during the term of this agreement, or should said

Union thereafter become again affiliated with a National or International Labor Organization, then and in any such event or events, this agreement and the terms and conditions thereof shall continue in full force and effect as between the Employer and the Local Union, parties hereto, as if no such affiliation or disaffiliation, as the case may be, had occurred.

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

LOCAL 1199, RETAIL DRUG EMPLOYEES UNION, AFL-CIO

By.....

.....
Print name of partnership, corporation or individual owner

By.....
Name of Employer and Title

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