

## CVS Proposals to Local 727 – 3/24/2016

### 1. ARTICLE 1 – RECOGNITION: Change to read:

The Employer recognizes the union as the sole collective bargaining agent for all registered **staff** pharmacists, graduate non-registered pharmacists, regularly employed part-time graduate and registered pharmacists and student pharmacy interns in the retail drug stores operated by CVS/pharmacy listed on Appendix E, excluding, however, all store managers, ~~assistant store~~ **operations** managers, manager trainees, **pharmacy managers**, all supervisors and guards as defined in the Act and all other employees.

It is recognized that the Employer's managers, assistant **operations** managers, and management trainees who are registered pharmacists, may ~~from time to time perform a limited amount of bargaining unit work; however, it is understood that the intent of the Employer is that such work will not be conducted to the extent of substantially depriving members of the bargaining unit work.~~

### 2. Article 2 General: Change to read:

#### Section 2.9 Standards Pharmacy Technicians

In order to protect the health and safety of the public, the assigned pharmacists in each store shall be responsible for addressing the conduct and performance of the technicians that work under their direction. ~~In the event that assistance is needed in a particular situation, the pharmacist should contact their Pharmacy Supervisor and/or HR Business Partner.~~

### 3. Section 3.1: Workday and Workweek: Change to read:

The basic contractual workweek shall consist of forty (40) hours to be worked within (5) days of a Sunday through Saturday workweek, to be administered in accordance with the Fair Labor Standards Act and regulations applicable to exempt employees. ~~No employee shall be required to work more than nine (9) hours in any one (1) workday except to cover for emergencies and vacations. In any event, Pharmacists shall not be required to work more than~~ **fourteen (14)** hours in a workday. A pharmacist who is required to perform extra work shall be compensated at an hourly rate, which will be equal to his/her base weekly salary divided by his/her base weekly hours. ~~Any pharmacist who is required to perform extra work beyond 44 hours in a work week will be compensated an additional \$6/hr for such work.~~

### 4. Section 3.3: Meal and Rest Periods: Change to read:

Each employee shall be given each day one (1) uninterrupted fifteen (15) minute paid rest period, including travel time to the break or rest area for each four (4) hours of work scheduled. No employee shall be required to work more than five (5) continuous hours without an unpaid lunch or dinner period which shall be not less than one-half (1/2) hour and not more than one (1) hours, as agreed upon with the employees. ~~Store~~

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~~management shall provide the pharmacist with the necessary assistance to meet the needs of the business during break/meal periods.~~

**ARTICLE 4 – COMPENSATION; Change to read:**

**Section 4.2: Extra Work — Full-Time Pharmacists**

A pharmacist who is required to perform extra work shall be compensated at an hourly rate, which will be equal to his/her base weekly salary divided by his/her base weekly hours. ~~Any pharmacist who is required to perform extra work beyond 44 hours in a work week will be compensated an additional \$6/hr for such work.~~

**ARTICLE 5 - VACATIONS, HOLIDAYS, ABSENCE LEAVES - Section 5.1: Length of Vacation; Change to read:**

Each regular employee covered by this contract who meets the qualifications shall be entitled to a vacation with pay in accordance with the following schedule:

Number of Completed Years of Continuous Service - Number of Weeks of Vacation With Pay

**ALL REGULAR FULL-TIME EMPLOYEES**

1 - 4 Years Inclusive	2 Weeks
5 - 9 Years Inclusive	3 Weeks
<b>10 or More Years</b>	<b>4 Weeks</b>
<del>10 - 19 Years Inclusive</del>	<del>4 Weeks</del>
<del>20 or More Years</del>	<del>5 Weeks</del>

As used above, continuous service means uninterrupted, complete years of service since the last employment date.

**Section 5.4: Vacation Administration – Add language after first paragraph under Vacation Schedules as follows**

**1. Vacation Schedules**

Vacation requests for regular full time pharmacists are to be requested in full week increments, with a week being defined as Sunday through Saturday, and will be scheduled based on seniority, starting with the first choice of the most senior member of the bargaining unit and progressing through members in descending order to the least senior member. After the first round of choices are awarded, second choices will be awarded beginning with the most senior member of the bargaining unit and progressing through the least senior member of the bargaining unit. This process will continue until all weeks of choices for all members have been considered. In addition, bargaining unit members with 4 or 5 weeks of vacation will be required to take one week of vacation in the first quarter of the year (January, February, March).

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### Section 5.6: Regular Part-Time Employees -Vacation and Pay - Delete

~~1-4 Years Inclusive ————— 2 Weeks~~

~~5-9 Years Inclusive ————— 3 Weeks~~

~~10-19 Years Inclusive ————— 4 Weeks~~

~~20 or More Years ————— 5 Weeks ———~~

~~A regular part time employee who works 780 hours or more in the preceding payroll year shall be entitled to vacation pay in the amount of 1/52 of his prior payroll year's earnings paid as of January 1 of the current year. Computations of eligibility and payment shall be made by April 1 of the current year and shall be based on continuous service as of January 1. For those hired on or after October 10, 1999, the vacation will be paid pursuant to the following part time schedule:~~

~~For those part time employees eligible for vacation under this section who were hired before October 10, 1999, the vacation schedule under Section 5.1 shall continue to apply.~~

### Section 5.7: Holidays Recognized; Change to read:

1. Pharmacists assigned to stores are expected to equitably split holiday assignments. For bargaining unit members hired prior to May 2, 2010, no regular full-time pharmacist shall be required to work on Thanksgiving, Christmas, or New Year's Day, unless otherwise volunteered and except that full-time employees with less than five (5) years of continuous service as a pharmacist may be required to work New Year's Day up to nine (9) hours, not to exceed 6:00 p.m. No more than one (1) regularly assigned full-time pharmacist, per pharmacy, shall be required to work up to four (4) hours or past 2:00 p.m. on Memorial Day, Fourth of July, or Labor Day unless otherwise volunteered, and except employees with less than five (5) years of continuous service as a pharmacist may be required to work up to nine (9) hours, not to exceed 6:00 p.m. on such holidays.

Nothing herein shall limit holiday work by part-time pharmacists. No pharmacist shall be required to work past 6:00 p.m. on Christmas Eve or New Year's Eve, provided that such pharmacist will continue working until the customers at the pharmacy are served.

### 2. Holiday Qualifications and Holiday Pay

#### B. Part-Time Employees; Change to read:

Regular part-time employees who qualify shall receive holiday pay in the amount of ~~five (5)~~ **four (4)** hours of pay in addition to the hours worked that week.

### Section 5.10: Personal Days Off -- Full-Time With 1 Year; Change to read:

All regular full-time employees with one (1) year of service shall receive ~~3 days~~ **personal time equal to 24 hours** off each calendar year. ~~These days off shall be taken at the discretion of~~

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the employee. ***The personal time taken shall be as mutually agreed upon by the Employer and the employee.*** Each eligible full-time employee shall receive 8 (eight) hours of Paid Time Off for each personal day.

#### **ARTICLE 6 - OTHER BENEFITS - Section 6.2: Optical Plan – go to company plan**

~~The Employer agrees to make a monthly contribution to cover the premium and administrative costs for each full-time pharmacy employee who has completed one (1) year of service in order to provide cost free family membership in the Optical Program sponsored by Local 727 Health and Welfare Fund. Such contribution shall be calculated using the VSP premium charged to the fund rounded up to the nearest dollar. The Fund shall notify CVS of any change to the contribution amount.~~

#### **ARTICLE 11 - TEAM LEADERS – Remove**

~~The Employer may designate staff pharmacists as Team Leaders. Team Leaders shall be bargaining unit members and shall perform bargaining unit work, primarily filling prescriptions.~~

~~Team Leaders shall perform those duties as may be assigned by the Employer. Such duties may include: budget responsibilities; work flow supervisor; directing the pharmacy staff; monitoring product sources; generic utilization; marketing promotions; competitor pricing; inventory control; pharmacy reports; administration of company programs/policies; training; recommending personnel related action; communication to the pharmacy staff; and other duties. Team Leaders shall not be responsible for the decision to hire, discharge or otherwise discipline other pharmacists. Work schedules of full-time staff pharmacists, including Team Leaders, shall be rotated in an equitable manner in regard to starting and ending times and weekend work, provided the needs of the business are met.~~

~~The Employer shall have the right to develop, modify or terminate an incentive pay plan for Team Leaders during the term of the Agreement.~~

~~A Team Leader with an evaluation of satisfactory or above, employed more than twelve months as a Team Leader, and who chooses to be a staff pharmacist shall have preference over pharmacists who are not regularly assigned to a pharmacy as a staff pharmacist (i.e. undistributed pharmacists) with the Company for an available staff pharmacy vacancy. Nothing herein shall limit the Employer's right to demote or transfer pharmacist as provided in Section 7.7 of this labor agreement. The Employer within its sole discretion may modify (except as specifically limited herein this section) or terminate the Team Leader program during the term of this Agreement. However, the Employer shall notify the Union or Communication Committee of any major change or termination of the Team Leader program.~~

#### **ARTICLE 8 – merge Communications and Staffing Committees into one Committee; Change to read:**

##### Section 8.7: Communications **Joint** Committee

~~A mutually acceptable committee shall be established in order to foster improved communication between representatives of the Employer and pharmacists. Said committee shall not discuss contractual or grievance matters. Quarterly meetings with up~~

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~~to 3 Union and Employer representatives shall be held on mutually agreeable dates. Both parties are committed to working together to ensure regular scheduling of these meetings. Upon the request of either party, the quarterly meeting shall be scheduled within six (6) weeks.~~

The Company and the Union recognize the importance of qualified and trained technicians to the effective operation of the pharmacy. To that end, a joint committee of Pharmacists and Pharmacy Supervisors will be established to review issues concerning Pharmacy Support Staff. The purpose of the committee is to help ensure:

- 1) appropriate support staff hours
- 2) appropriate training and qualifications of support staff
- 3) fair and equitable assignments of support staff

The committee is authorized to make non-binding recommendations to management regarding staffing levels and hours, scheduling, technician training, certification, retention and other support staff issues. **Said committee shall not discuss contractual or grievance matters.** The joint committee will meet quarterly, or as mutually agreed, and will be composed of up to **3 Union and Employer representatives** ~~% Pharmacy Supervisors and % bargaining unit pharmacists (to include one (1) Union Representative)~~, equally selected by management and the union.

#### **ARTICLE 12 - MIDNIGHT PHARMACY OPERATIONS: Delete**

~~1. Premium Pay: Pharmacists shall receive Two Dollars and Fifty Cents (\$2.50) per Hour for all hours worked from 10:00 p.m. to 12:00 a.m.~~

~~2. Scheduling: The Employer shall use its best effort to provide part-time Pharmacist assistance in order to assist regular full-time pharmacists with work shifts ending at midnight. Shift ending at midnight shall be distributed equitably amongst involved fulltime pharmacists when appropriate.~~

#### **ARTICLE 14 - TERM Section 14.1: Initial Term; Change to read:**

This agreement shall become effective on **May 7, 2016** and shall expire at 1:00 am on **May 4, 2019**.

#### **1. Appendix A: Compensation: negotiate wage increase**

- 1) Discuss cost of dues for interns
- 2) Delete the following language:

~~Re: Teamsters Local Union No. 727 Legal and Educational Assistance Fund:~~

~~In conjunction with the most recent collective bargaining negotiations, the parties agree to this Letter of Understanding for the term of the Collective Bargaining Agreement: May 4, 2013 through May 7, 2016.~~

The Company reserves the right to modify, add or delete proposals at any time.

~~The Employer shall contribute to Teamsters Local Union No. 727 Legal and Educational Assistance Fund on account of each regular full-time employee covered by this Agreement the following:~~

~~Commencing May 4, 2013 .....\$68.00 per month~~

~~Such rate shall continue except as adjusted by the Board of Trustees. The~~

~~Employer shall contribute monthly to Teamsters Local Union No. 727 Legal and Educational Assistance Fund on account of each part-time employee covered by this Agreement the following:~~

~~Commencing May 4, 2013 .....\$ .40 per hour~~

~~March 1, 2014, the Trustees may increase contributions to the Fund by no more than \$.05 per hour (\$.90 per month). The increase shall be equal to or less than the rate increase for other employers covered by the Teamsters Local Union 727 Master Commercial Parking Industry Agreement.~~

~~March 1, 2015, the Trustees may further increase contributions to the Fund by no more than \$.05 per hour (\$.90 per month). The increase shall be equal to or less than the rate increase for other employers covered by the Teamsters Local Union 727 Master Commercial Parking Industry Agreement.~~

~~By the execution of this Agreement, each Employer authorizes the Trustees to enter into appropriate trust agreements necessary for the administration of such funds, and hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority~~

~~It is also agreed that in the event the Employer is delinquent at the end of a month in the payment of its contributions to the Legal and Educational Assistance Funds created under this Agreement, in accordance with the rules and regulations of the Trustees of such Funds, the employees or their representatives shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employee for losses resulting there from.~~

3) Update Store Listing

**GENERAL (NEW SECTIONS)**

• **Arbitration Agreement:**

*Waiver language: Nothing in this Agreement shall prohibit the Employer from proposing or entering into a voluntary agreement with an individual employee ("Individual Agreement") to arbitrate any legal claim that is not covered by the Grievance and Arbitration Procedure of this Agreement, nor shall this Agreement affect the enforceability of any such Individual Agreement. The Union recognizes*

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*that the Employer may include as a term of such Individual Agreements a waiver by employees of the right to arbitrate and/or to otherwise litigate claims on a class, collective or representative basis, to the extent such agreements are legally permissible. Nothing herein is intended to impact any employee's ability to avail themselves of the grievance and arbitration procedure in this Collective Bargaining Agreement.*

- **Incumbent Background Checks:**

*The Employer will administer an Incumbent Background Check program to ensure compliance with DEA standards of prohibiting any employee from access to controlled substances if he/she has been convicted of a felony related to controlled substances. The purpose of the background checks is to continue to meet DEA and other government agencies' guidelines while providing a safe and healthy service to patients and customers. This program will be administered under the same terms and conditions as it applies to other CVS pharmacy employees and as it may change or be amended from time to time.*

- **Random drug tests:**

*The Employer will administer a random drug test program that may be changed, substituted, altered or amended by the Employer. This program will be administered under the same terms and conditions as it applies to other CVS pharmacy employees.*

CVS St #	Union Local	Address	City	St	Zip
8500	727	11201 143rd St	Orland Park	IL	60467
8501	727	8325 Lemont Rd	Darien	IL	60561
8502	727	6351 S Pulaski	Chicago	IL	60629
8504	727	8444 S Pulaski	Chicago	IL	60652
8505	727	6748 W 111th St	Worth	IL	60482
8506	727	8025 S Ashland	Chicago	IL	60620
8507	727	9142 S Chicago	Chicago	IL	60617
8508	727	3156 W 103rd St	Chicago	IL	60655
8511	727	7858 S Halsted	Chicago	IL	60620
8512	727	1 Main St	Park Forest	IL	60466
8513	727	2545 Martin Luther King	Chicago	IL	60606
8514	727	641 W 63rd St.	Chicago	IL	60621
8515	727	1713 S. Ashland	Chicago	IL	60608
8516	727	845 W Wilson	Chicago	IL	60640
8517	727	2418 W Division	Chicago	IL	60622
8519	727	11055 S Western Ave	Chicago	IL	60643
8693	727	1400 Lake St	Addison	IL	60101
8694	727	2722 N Central Ave	Chicago	IL	60639
8695	727	3101 N Clark	Chicago	IL	60657
8698	727	1165 N Clark	Chicago	IL	60610
8699	727	137 S State St	Chicago	IL	60603
8731	727	400 W Madison St	Chicago	IL	60606
8732	727	2053 N Milwaukee Ave	Chicago	IL	60647
8733	727	3552 W Grand	Chicago	IL	60651
8734	727	1801 Golf Rd	Schaumburg	IL	60194
8735	727	3940 W Fullerton	Chicago	IL	60647
8736	727	7216 Circle Ave	Forest Park	IL	60130
8737	727	2414 N Lincoln Ave	Chicago	IL	60614
8738	727	741 W 31st	Chicago	IL	60608
8739	727	1819 N Harlem Ave	Chicago	IL	60707
8740	727	2427 W Chicago Ave	Chicago	IL	60622
8741	727	2634 S Pulaski	Chicago	IL	60623
8742	727	5524 W Cermak Rd	Cicero	IL	60804
8744	727	9139 Broadway	Brookfield	IL	60513
8745	727	771 N Ogden	Chicago	IL	60622
8746	727	300 North Eola Rd	Aurora	IL	60504
8747	727	6150 N Broadway	Chicago	IL	60660
8749	727	3950 W Devon Ave	Lincolnwood	IL	60712
8750	727	4801 N Central	Chicago	IL	60630
8751	727	4051 N Lincoln	Chicago	IL	60618
8752	727	5945 Dempster St.	Morton Grove	IL	60053
8753	727	3637 N Southport	Chicago	IL	60613



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8755	727	2825 W Devon	Chicago	IL	60659
8756	727	6200 W Higgins	Chicago	IL	60630
8757	727	4001 Main St.	Skokie	IL	60076
8758	727	4540 N Pulaski	Chicago	IL	60630
8760	727	3333 Central St.	Evanston	IL	60201
8761	727	10 South Lewis Ave	Waukegan	IL	60085

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