



Proposed AGREEMENT

Between

CVS PHARMACY

And

TEAMSTERS LOCAL 727

MAY 74, 201~~63~~- MAY 7, 20196

INDEX

CONTRACT BETWEEN **CVS/PHARMACY**
PHARMACY EMPLOYEES
AND
TEAMSTERS LOCAL 727

Term: May ~~7~~⁴, 201~~6~~³ thru May 7, 201~~9~~⁶

ARTICLE 1 RECOGNITION	4
ARTICLE 2 GENERAL	4
Section 2.1: Notices	5
Section 2.2: Partial Invalidity.....	5
Section 2.3: Marginal Headings.....	5
Section 2.4: Amendments.....	5
Section 2.5: Definitions	5
Section 2.6: Entire Agreement.....	6
Section 2.7: Waiver.....	6
Section 2.8: Equal Rights	6
Section 2.9: Standards	6
Work Standards	6
Pharmacists' Work Assignments or Tasks.....	6
Pharmacy Standards	7
Pharmacy Technicians	7
ARTICLE 3 WORK HOURS AND OTHER CONDITIONS OF EMPLOYMENT.	7
Section 3.1: Workday and Workweek	7
Section 3.2: Work Schedule	7
Section 3.3: Meal and Rest Periods; Laundry	8
Section 3.4: Overtime Pay	8
Section 3.5: Scheduling of Regular Part-Time Employees.....	8
ARTICLE 4 COMPENSATION.....	9
Section 4.1: Guaranteed Minimum Weekly Salaries _Full-Time Pharmacists.....	9
Section 4.2: Extra Work - Full-Time Pharmacists.....	9
Section 4.3: Hourly Wages -Part-Time Pharmacists	9
ARTICLE 5 VACATIONS, HOLIDAYS, ABSENCE LEAVES	9

* The Union reserves the right to add to, delete, amend or modify this proposal during good faith bargaining.

Section 5.1: Length of Vacation..... 9

Section 5.2: Vacation Qualifications 10

Section 5.3: Vacation Pay- Regular Full-Time Employees 10

Section 5.4: Vacation Administration..... 11

Section 5.5: Adjustment of Vacation Pay in the Event of Layoff or Separation from Service 11

Section 5.6: Regular Part-Time Employees -Vacation and Pay 12

Section 5.7: Holidays Recognized..... 12

Section 5.8: Jury Pay 13

Section 5.9: Funeral Leave..... 14

Section 5.10: Personal Days Off-Full-Time With 1 Year..... 14

Section 5.11: Leaves of Absence - General 14

Section 5.12: Pregnancy Leaves..... 14

Section 5.13: Family Medical Leave Act& Americans With Disabilities Act. 14

Section 5.14: Retirement/Discipline - Statement of Assurance 15

ARTICLE 6 OTHER BENEFITS..... 15

Section 6.1: Various Employer Benefits 15

Section 6.2: Optical Plan 15

Section 6.3: Maintenance of Benefits 15

ARTICLE 7 SENIORITY..... 15

Section 7.1: Seniority and Other Definitions.....15

Section 7.2: Layoffs and Recalls after Layoffs -Regular Full-Time Employees.....16

Section 7.3: Selection of Employees for Full-Time Employment.....16

Section 7.4: Pharmacy Student Apprentices.....17

Section 7.5: Promotion to Supervision.....17

Section 7.6: Seniority of Employees on Leaves of Absence17

Section 7.7: Transfer of Pharmacists17

ARTICLE 8 UNION-MANAGEMENT RELATIONS 18

Section 8.1: Union Security.....18

Section 8.2: Union Dues Checkoff.....19

Section 8.3: Indemnification.....19

Section 8.4: D.R.I.V.E. authorization and deduction.....19

Section 8.5: Union.....20

* The Union reserves the right to add to, delete, amend or modify this proposal during good faith bargaining.

Section 8.6: Union Steward and Business Representatives.....20
Section 8.7: Communications Committee.....20
Section 8.8: Display of Union Shop I.D.....21
Section 8.9: Reserved Rights21
Section 8.10: Severance Allowance.....22
Section 8.11: Discipline.....22
Section 8.12: Picket Lines.....23

ARTICLE 9 NO STRIKE/NO LOCKOUT.....	23
ARTICLE 10 GRIEVANCE AND ARBITRATION.....	23
Section 10.1: Grievances.....	23
Section 10.2: Arbitration.....	24
ARTICLE 11 TEAM LEADERS.....	26
ARTICLE 12 MIDNIGHT PHARMACIES.....	26
ARTICLE 13 PHARMACIST INCENTIVE PROGRAM.....	27
ARTICLE 14 TERM.....	27
Section 14.1: Initial Term.....	27
Section 14.2: Renewal Term.....	27
APPENDIX A	28
APPENDIX B	29
APPENDIX C	30
APPENDIX D	32

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CONTRACT BETWEEN CVS/PHARMACY
PHARMACY EMPLOYEES
AND
TEAMSTERS LOCAL 727

Term: **May 7, 2016** thru **May 7, 2019**

ARTICLES OF AGREEMENT

THIS AGREEMENT is entered into between CVS/pharmacy, a corporation hereinafter called the "Employer", and Auto Livery Chauffeurs, Embalmers, Funeral Directors, Apprentices, Ambulance Drivers and Helpers, Taxicab Drivers, Miscellaneous Garage Employees, Car Washers, Greasers, Polishers and Wash Rack Attendants, Motion Picture, Theatrical, Exposition, Convention and Trade Show Employees Pharmacists, Bus Drivers, Parking Lot Attendants, and Hikers, Hotel Industry and Racetrack Industry Employees, Newspaper Magazine, Periodical Salesmen, Drivers, Division Men, District Pagers, Checkers, Vendors, and Handlers, and Electronic Media Workers Chicago and Vicinity, Illinois, Local 727 hereinafter called the "Union".

ARTICLE 1 RECOGNITION

The Employer recognizes the union as the sole collective bargaining agent for all registered 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 managers, manager trainees, all supervisors and guards as defined in the Act and all other employees.

It is recognized that the Employer's managers, assistant 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.

ARTICLE 2 GENERAL

Section 2.1: Notices

All notices required under this contract shall be deemed to be properly served if delivered in writing personally or sent by certified or registered mail to the general office of the Union at 1300 W. Higgins, Suite 111, Park Ridge, IL, 60068, or the Employer at CVS Pharmacy, Attn: Labor Relations1 CVS Drive, Woonsocket, RI, 02895, or to an employee at his home or residence address. Date of service of a notice served by mail shall be the date on which such notice is postmarked by a post office of the United States Post Office Department.

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Section 2.2: Partial Invalidity

Nothing contained in this agreement is intended to violate any state or federal law, rule or regulation made pursuant thereto. If any part of this agreement is construed by a court or board of competent jurisdiction to be in such violation, then that part shall be null and void, but the remainder of the contract shall continue in full force. The parties will immediately begin negotiations to replace the void part with a valid provision.

Section 2.3: Marginal Headings

The captions of the several articles and sections of this contract are for convenience only and in no way limit, enlarge, define, or otherwise affect the scope or intent of the contract or any provisions thereof.

Section 2.4: Amendments

This agreement is subject to amendment, alteration, or addition only by a subsequent written agreement between and executed by the Employer and the Union. The waiver of any breach, term, or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

Section 2.5: Definitions

1. Regular Full-Time Employee---An employee who has completed his probationary period and is regularly scheduled to work the full workweek (30 or more hours a week).
2. Regular Part-Time Employee---An employee who is employed to work on a regular basis, less than the full workweek, and who averages not less than ten (10) hours per week during a payroll quarter.
3. Irregular Part-Time Employee---An employee who is employed to work on a regular basis, less than the full workweek, and who averages less than ten (10) hours per week during a payroll quarter.
4. Graduate Non-Registered Pharmacists-An employee who is not registered as a pharmacist but who is either a graduate of a college of pharmacy which is accredited by the American Council of Pharmacy Education or a graduate of a non- accredited college of pharmacy who has successfully passed an equivalency evaluation by the appropriate pharmacy board.
5. Part-Time Pharmacy Student-Any person enrolled in a pharmacy school and working part-time hours on a regular basis in the pharmacy while attending school regularly or working during his normal school vacation period.

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Section 2.6: Entire Agreement

This agreement constitutes the sole and entire existing agreement between the parties and supersedes all prior agreements, commitments and practices whether oral or written between the Employer and the Union or the Employer and any of the covered employees, and expresses all obligations of and restrictions imposed on the Employer and the Union.

Section 2.7: Waiver

The parties acknowledge that during the negotiations that resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and life of this agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

Section 2.8: Equal Rights

The Employer and the Union reaffirm their mutual intent and current practice of opposing and refraining from discrimination against any employee for reason of sex, race, religion, color, national origin, age, or union activity in accordance with the requirements of Title VII of the Civil Rights Act of 1964, as amended, the Labor-Management Relations Act of 1947 as amended and the Age Discrimination in Employment Act of 1967.

Section 2.9: Standards Work Standards

~~No Pharmacist shall be disciplined for working at the rate that he or she deems necessary to protect the public and consistent with the high ethical standards of the profession. Individual pharmacists shall have the discretion to set and communicate wait times to the public. It is the mutual belief of the parties that when a pharmacist is performing up to reasonable work standards as established by the Employer, such a pharmacist's professional responsibilities include the evaluation of whether the rate at which he processes prescriptions is consistent with good professional judgment and ethics.~~

Pharmacists' Work Assignments or Tasks

The parties agree that the profession of pharmacy requires that the registered pharmacist devote his time and attention to the duties involving his special training and expertise; namely, receiving, filling and refilling prescriptions, consulting with physicians, patients, maintaining records, ordering prescriptions, and other pharmaceutical items involving professional competence.

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Accordingly, a registered pharmacist will not be required to perform tasks or assignments outside of his prescription department unless necessary to the operation of the store, and then only to the extent that these other tasks or assignments do not substantially interrupt or interfere with duties involving his special training and expertise. Pharmacists are not responsible for answering Minute Clinic phone calls. Management shall post conspicuous signs that customers may not check more than 3 non-drug related items at the pharmacy.

In no event shall a pharmacist be required to do any work demeaning to his professional status, namely mopping floors, cleaning toilets, washing windows, or performing "bus boy" services in the lunchrooms. Management shall provide cleaning for pharmacy bathroom and pharmacy floors.

Pharmacy Standards

A registered pharmacist shall assure, to the extent of his authority, that the prescription department is operating in compliance with applicable law, professional ethics, and valid Employer rules. Management shall provide for Kirby counting machines at all pharmacies. Pharmacies shall have anti-fatigue mats for all workstations.

Pharmacy Technicians

No pharmacist shall be on duty without at least one (1) pharmacy technician on duty and shall have a pharmacy tech hour for every eight (8) scripts filled. Pharmacy technicians shall receive adequate training from Management and Pharmacists shall not be responsible for training pharmacy technicians. Management shall provide each pharmacist with a list of available pharmacy technicians so that Pharmacists may find emergency coverage when needed.

~~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.~~

ARTICLE 3 WORK HOURS AND OTHER CONDITIONS OF EMPLOYMENT

Section 3.1: Workday and Workweek

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.~~ Store schedules must ensure that no Pharmacist is required to work more than 9 hours in a

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day and must provide for at least 2 hours of overlap each day. No employee shall be required to work more than nine (9) hours in any one (1) workday under any circumstances whatsoever. A pharmacist who is required to perform extra work shall be compensated at an hourly rate, which will be equal to their base weekly salary divided by their base weekly hours. Any pharmacist who is required to perform extra work beyond 40 hours in a work week, including all trainings, reviews or any other work in relation to his or her duties as a CVS Pharmacist will be compensated at time and a half of their regular rate of pay. ~~an additional \$6/hr for such work.~~

~~Management may require approval of extra work before a pharmacist performs such work. If mutually agreed upon by a supervising manager and pharmacist, time off with pay in lieu of payment for an equivalent number of worked hours may be agreed upon.~~

Section 3.2: Work Schedule

A work schedule showing the days and hours to be worked by full-time and regularly scheduled part-time employees shall be posted not later than 4:00 p.m. on Friday of the week preceding the week in which the schedule is to be effective; provided further that employees who are required to work on Sunday shall be so notified by not later than 4:00 p.m. the preceding Thursday. Posted schedules may be changed when emergencies make changes necessary or by agreement with the employees involved provided that indiscriminate changes shall not be made. There shall be no split shift schedules for any employee unless mutually agreed to. In instances when a pharmacist is assigned to more than one location on a particular day, "travel time" between locations will be considered as compensable. The Employer further agrees that in stores where there is one (1) full-time registered pharmacist assigned, no more than forty (40) hours of paraprofessional work will be used before assigning a second full-time registered pharmacist.

Pharmacists how are on-call shall be notified by 10 AM if their services are needed on that particular day.

Section 3.3: Meal and Rest Periods; Laundry

Each employee shall be given each day one (1) uninterrupted fifteen (15) minute paid rest period, including travel time to the private break or private 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 management shall provide the pharmacist with the necessary assistance to meet the needs of the business during break/meal periods.

Any uniform deemed necessary by the Employer shall be furnished by the Employer. If the furnished uniform is not of a drip-dry or wash-and-wear variety, it shall be laundered by the Employer.

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Section 3.4: Overtime Pay

All part-time employees shall be paid one and one-half (1-1/2) times their regular hourly rates for all hours worked over forty (40) hours in a week.

Section 3.5: Scheduling of Regular Part-Time Employees

~~An effort will be made to schedule p~~Part-time employees will be scheduled a minimum of seventeen (17) hours per week in the store in which they work. However, this shall not apply to an employee called in to replace another employee or to an employee whose available hours are beyond the Employer's control or to an employee called in to work when fewer than seventeen (17) available hours remain in the week. The Employer agrees that where appropriate it will attempt to schedule part-time pharmacists around the fulltime pharmacists. It is also understood and agreed that is additional part-time hours become available at the pharmacist's home store, and the part-time pharmacist is available to work the additional hours, the most senior part-time pharmacist in that store may request those hours prior to assigning those hours to someone not based in that location unless those hours are assigned to a full-time pharmacist. ~~This provision shall not be considered a guarantee of hours or assignments.~~

ARTICLE 4 COMPENSATION

Section 4.1: Guaranteed Minimum Weekly Salaries - Full-Time Pharmacists

During the term of this agreement, the Employer agrees to pay not less than the guaranteed minimum weekly salaries set out in Appendix A, attached hereto; provided however, that the guarantee shall not apply to an employee who is absent for personal reasons for an entire workweek or to an employee from whose salary FLSA permitted deductions are made, provided said deductions are not inconsistent with the provisions of this agreement. Such salaries are the consideration for the employee's performing service during a basic workweek as defined in Section 3.1.

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 their base weekly salary divided by their base weekly hours. Any pharmacist who is required to perform extra work beyond 40 hours in a work week will be compensated at time and a half ~~n additional \$6/hr for such work.~~

Each regular full-time employee who has worked a basic workweek as defined in

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Section 3.1 who reports for work on a sixth (6th) or seventh day (7th) of a workweek shall be guaranteed a minimum of one-half (1/2) day of work. The compensation for all such work and for time worked in excess of the basic workweek within workweeks shall be calculated as set forth in Section 3.1.

There shall be no mandatory overtime in excess of the maximum workday or standard workweek except for vacation coverage and emergencies. Moreover, when mandatory overtime in these situations would pose an undue hardship, the Employer may, at its option, assign management personnel who are registered pharmacists to perform such work.

Section 4.3: Hourly Wages-Part-Time Pharmacists

During the term of this agreement, the Employer agrees to pay not less than the minimum hourly rates set out in Appendix A attached hereto.

ARTICLE 5
VACATIONS, HOLIDAYS, ABSENCE LEAVES

Section 5.1: Length of Vacation

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
1-4 Years Inclusive	2 Weeks
5-9 Years Inclusive	3 Weeks
10-19 Years Inclusive	4 Weeks
20-24 Or More Years <u>Inclusive</u>	5 Weeks
<u>25 Or More Years</u>	<u>6 Weeks</u>

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

Section 5.2: Vacation Qualifications

1. First Vacation

Regular Full-Time Employees hired in the preceding year may take their first vacation in the current year ahead of their service anniversary date subject to their refunding all vacation payments in the event they do not complete a full anniversary year of employment.

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2. Second and Succeeding Vacations

Regular Full-Time Employees Once an employee has qualified for his first vacation, he shall thereafter qualify for all succeeding vacations as of January 1 of the current year for a vacation based on his length of service to be completed during the current year subject to the adjustments set out in Section 5.5 in the event the employee does not complete his anniversary year of service.

3. Extended Absences

A week's vacation pay for a regular full-time pharmacist shall be prorated (on the basis of a standard full-time workweek) if a full-time pharmacist works less than 1,600 hours in the preceding payroll year. Paid absence for vacation, funeral, and jury duty shall not be considered absences for purpose of this section. This section is not intended to pro-rate vacation for those full-time pharmacists who worked less than 1,600 hours solely because they were hired in the prior year.

Section 5.3: Vacation Pay -Regular Full-Time Employees

A week's vacation pay for a regular full-time pharmacist shall be in the amount of his basic weekly salary in effect at the time the vacation is taken.

Section 5.4: Vacation Administration

1. Vacation Schedules

~~All vacations shall be subject to the necessary scheduling of replacements by the Employer, which may limit the number of employees who may be on vacation at any one time.~~ Preference in the choice of earned vacation dates shall be given on the basis of seniority in the bargaining unit, within each cluster group. The Employer reserves the exclusive right to establish and to change cluster groups but shall have no fewer than four. The Union and the Employer shall work to establish a form or procedure to ease vacation administration. Vacations may be taken in single day increments. Any vacation day request that the Employer receives with three or more month's notice must be approved.

2. ~~Calendar Weeks~~

~~All vacations shall be for calendar weeks. Vacations of three (3) or four (4) weeks may be split by mutual agreement between the employee and the Employer but not into any period of less than one (1) week. Vacations of less than three (3) weeks duration may not be split except in unusual cases, and then only where the individual's application is approved by the Employer as consistent with efficient operation of the store. Choice of vacation dates shall be on the basis of seniority within the pharmacy.~~

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3.2. Holidays Within Vacations

Whenever a holiday recognized under this contract falls within an employee's vacation period, the employee shall receive an extra day's pay or subsequent day off at the Employer's option.

Section 5.5: Adjustment of Vacation Pay in the Event of Layoff or Separation from

Service

Any full-time employee who is laid off or who leaves service prior to his first service anniversary shall forfeit all vacation pay with respect to that year of service and shall refund any vacation pay with respect to such year.

Any full-time employee who is laid off or who leaves service after his service anniversary, unless he was discharged for gross misconduct in connection with his work (namely stealing, malicious vandalism, or other serious misconduct), shall be entitled to vacation pay at the rate of one-twelfth (1/12th) of the vacation pay to which he will be entitled to on his next anniversary date for each full month of service completed since his last anniversary date plus any earned vacation not taken.

If a full-time employee is laid off or is separated from service and is entitled to vacation pay as set out above, he shall be paid such vacation pay within two (2) weeks following the layoff or separation from service.

If a full-time employee has received his vacation pay and is laid off or separated from service prior to his anniversary date, he shall refund the difference, if any, between the vacation pay received and the vacation pay to which he has accrued since his last anniversary date under the above schedule within two (2) weeks following the date of the layoff or separation from service.

Employees who resign their employment without giving two (2) weeks prior notice shall forfeit any and all vacation adjustments to which they would otherwise be eligible under this section.

Section 5.6: Regular Part-Time Employees Vacation and Pay

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

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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

1. The following holidays shall be recognized holidays under this agreement:

New Year's Day	Fourth of July	Thanksgiving	
Memorial Day	Labor Day	<u>Veteran's Day</u>	<u>Easter</u>
Christmas			

Pharmacists assigned to stores are expected to equitably split holiday assignments. ~~For bargaining unit members hired prior to May 2, 2010, n~~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 2:00p.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 6:00p.m. on such holidays.

~~Nothing herein shall limit holiday work by part-time pharmacists.~~No pharmacist shall be required to work past 6:00p.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

A. A Regular Full-Time Employee will receive holiday pay in the amount he or she was scheduled that day of eight (8) hours pay in addition to the hours worked that week provided he works his scheduled workday before and after the holiday. In no instance shall the employee receive less than forty (40) hours of pay for that week.

B. Part-Time Employees (a) To qualify for holiday pay, a part-time employee must work both the regularly scheduled workdays before and after the holiday and the holiday itself if scheduled, (b) In addition to

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meeting the preceding requirements, a part-time employee must also have worked:

1. An average of ten (10) hours per week in the payroll quarter preceding a National Holiday, and
2. An average of ten (10) hours per week in the accounting period preceding the accounting period in which the holiday falls.

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

Section 5.8: Jury Pay

When any regular full-time employee who is covered by this agreement is summoned for jury service, he shall be excused from work for the days in which he reports for jury service and/or serves. He shall receive, for each week in which he otherwise would have worked, the difference between his basic salary for that week and the payment he receives for jury service, if any. Any employee summoned for jury service shall promptly notify the Employer of the receipt by him of such jury summons; in any event, no payment shall be made to any summoned employee under this section for any workweek in which he has not worked unless he has given such information to the Employer not later than the next regularly scheduled workday after receipt of such jury summons. Before any payment shall be made to any employee hereunder, he shall present to the Employer proof of his summons for service, and of the time served and the amount of pay received therefore, if he shall have served as a juror. The provisions of this section shall apply only when an employee is summoned for jury duty and shall not apply if an employee volunteers to serve as a juror. When an employee is released for a day or part of a day during any period of jury service, he shall report to his store for work.

Section 5.9: Funeral Leave

The Employer agrees to pay regular full-time employees for necessary absences from scheduled work on account of a death in the immediate family up to and including a maximum of three (3) scheduled workdays, provided the employee attends the funeral. For purposes of full-time employees, the term "immediate family" shall mean spouse, parent, stepparent, child, grandparents, brother, sister, aunt, uncle, nephew, niece, grandchildren, cousins, sister-in-law, brother-in-law, father-in-law, mother-in-law, son-in-law, and daughter-in-law or any relative residing with the employee or with whom the employee is residing.

Section 5.10: Personal Days Off-- Full-Time With 1 Year

All regular full-time employees with one (1) year of service shall receive ~~63~~ 63 days off each calendar year. These days off shall be taken at the discretion of the employee.

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Each eligible full-time employee shall receive 8 (eight) hours of Paid Time Off for each personal day.

Section 5.11: Leaves of Absence – General

Regular full-time and part time employees with one (1) or more years of continuous service may apply for unpaid leaves of absence. Leaves of absence not otherwise provided for in this agreement or by law shall be determined at the sole discretion of the Employer. All requests for leaves must be in writing and approved in writing through the personnel office.

The Employer shall provide military leaves of absence as provided by law.

Employees granted unpaid leaves hereunder shall not be eligible for any contract benefits during the period of such leaves, except as earned prior to the leave taking effect.

Section 5.12: Pregnancy Leaves

Pregnancy leaves of absence shall be granted in accordance with applicable laws.

Section 5.13: Family Medical Leave Act& Americans With Disabilities Act

The Employer and the Union agree to cooperate in enabling the Employer to meet its obligations under the federal Americans With Disabilities Act (ADA) and the Family Medical Leave Act (FMLA). Unless specifically required in this agreement, the Employer shall have no contractual obligations under the ADA or the FMLA beyond the minimum statutory requirements.

Section 5.14: Retirement/Discipline- Statement of Assurance

In response to Local 727's request for a statement of assurance with respect to the effect of that provision of its profit sharing plan regarding retirement of an employee after age 50 at the Employer's option, please be advised that said provision in no way affects the employee's protection under Section 8.11 of the contract not to be discharged without just cause.

ARTICLE 6 OTHER BENEFITS

| Section 6.1: Various Employer Benefits **OPEN FOR ECONOMICS**

The Employer shall offer a profit sharing or pension plan, health care plan, employee discount plan, and stock purchase plan to eligible full-time and part-time employees on the same basis (except in regard to optical coverage) as said plans may be offered to store management and other hourly paid store employees, respectively. The Employer

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retains the right to amend, modify, or terminate said plans. In the event of any material amendment, modification, or termination, the Employer shall notify the Union of said amendment, modification, or termination.

Section 6.2: Optical 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.

Section 6.3: Maintenance of Benefits

Employees covered by this Agreement shall suffer no economic loss as the result of signing this agreement. No employee covered by this agreement shall receive less than the terms and conditions therein specified.

ARTICLE 7 SENIORITY

Section 7.1: Seniority and Other Definitions

Seniority means the rights secured by a regular full-time employee by length of continuous employment service as provided herein. Seniority starts from the last day when the employee is hired by the Employer, except that new regular full-time employees shall not acquire any seniority rights until they have completed a probationary period of ninety (90) days. An employee's seniority shall be broken if he: (1) quits; (2) retires; (3) is discharged; (4) fails to report after a layoff within seven (7) calendar days after the Employer sends, to the last known address, a written notification to return to work; or (5) has been out of employment by the Employer for a period of twelve (12) months.

When two (2) or more employees are hired on the same day, the Employer shall determine their relative seniority. The Employer agrees to submit to the Union, on a monthly basis, a list of all newly hired employees. The Employer agrees to submit to the Union a seniority list each six (6) months during the term of the union contract.

It is agreed that pharmacy students and pharmacy interns may rotate in and out of the bargaining unit without interruption of their seniority status, provided they are enrolled in an accredited pharmacy program to become a registered pharmacist. However, the employee must return to work for the Employer within a one-year period in order for bridging of seniority to apply.

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Section 7.2: Layoffs and Recalls after Layoffs - Regular Full-Time Employees

As long as the employee, in the reasonable determination of the Employer, has the ability to perform the job, seniority shall control the order of layoffs and recalls after layoffs of full- time employees within the following job classifications:

Registered Pharmacists
Non-Registered Graduate Pharmacists

This seniority principle requires that:

- A. The employee with the lowest seniority in the job classification in the bargaining unit shall be the first laid off.
- B. An employee may, in lieu of accepting a layoff, opt to take the job of the least senior employee in the bargaining unit; provided, however, that in the event a vacancy occurs in the district from which the employee was laid off, he shall have preference for such vacancy over a new employee or less senior employee.
- C. Qualified laid-off employees shall be recalled in the order of their seniority in the bargaining unit.

Section 7.3: Selection of Employees for Full-Time Employment

Open full-time staff positions shall be offered to full time "floater" pharmacists in seniority order. Open full-time positions shall be offered, in seniority order, to the part-time bargaining unit members who, in the reasonable determination of the Employer, have the ability to perform the job. If no part-time bargaining unit member accepts the position or if no part- time bargaining unit member has the ability to perform the job, then the Employer shall have the right to hire any applicant. All available positions shall be emailed to each Pharmacist. Part-time employees shall not compose more than 15% of the bargaining unit.

Section 7.4: Pharmacy Student Interns

The Employer will agree to annually review its payroll roster each January to identify and provide an opportunity for each senior pharmacy student to discuss employment opportunities with the Employer and to make application for employment as an R.Ph. upon graduation prior to the regularly scheduled recruiting season. It is further agreed that such applicants for employment will be notified of acceptance or rejection by the Employer on or before April 1 provided the applicant has given the Employer ample opportunity to review his or her application and work history prior to April 1.

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Section 7.5: Promotion to Supervision

If an employee is promoted from a job within the bargaining unit to a supervisory position with the Employer he shall continue to accumulate seniority while working the supervisory position for a period of one (1) year, and if demoted to the collective bargaining unit within said one (1) year period, he shall commence work with the seniority rank he had at the time of his promotion plus the seniority accumulated while he was working the supervisory position.

Section 7.6: Seniority of Employees on Leaves of Absence

The seniority rights of an employee, who, either by voluntary action or draft entered the Armed Forces of the United States, shall continue as though he had not been absent, and he shall have the right to be reinstated to his employment provided by law and regulation thereunder.

An employee who requests and is granted a personal leave of absence by the Employer shall have his seniority rights and provisions maintained for the duration of such leave of absence, provided the employee does not hold any other employment while on such personal leave.

Section 7.7: Transfer of Pharmacists

All new full-time staff positions and all full-time staff vacancies in existing positions within the bargaining unit will be filled after consideration of a pharmacist's written request for work at the applicable location. To be considered, the written request must be received by the Regional Pharmacy Manager at least four (4) weeks in advance of filling the full-time staff opening. Selection will be based solely on seniority, except when justified by the special needs of the employer (i.e., bilingual). Provided however:

- a. Candidate pharmacist meets expectations on performance ratings in the last 12 months;
- b. No discipline in the last nine (9) months;
- c. Has not rejected a requested transfer during the last nine (9) months.

Bids will not be considered from pharmacists who have been assigned to their current location for less than the twelve (12) months preceding filling the opening, except when justified by the business necessity. Pharmacists may be transferred only for operational necessity. Pharmacists will not be transferred for disciplinary reasons, except for sexual harassment or inappropriate fraternization cases.

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A pharmacist who is denied a transfer may request, in writing, a meeting with the Regional Pharmacy Manager to discuss the reason(s) for any such denial.

In the event a pharmacist may be transferred for a disciplinary reason, the Regional Pharmacy Manager will notify the Union. In the event a pharmacist who is notified of a non-disciplinary transfer is unwilling to be transferred, the Regional Pharmacy Manager will notify the Union office immediately. A meeting shall be held between the Regional Pharmacy Manager or Regional Personnel Manager and the Business Agent assigned to resolve the matter within two (2) working days after the notification of transfer.

If, after the meeting, but no more than two (2) working days after the Union has been notified, the Company's decision is to transfer the pharmacist and the pharmacist is not willing to transfer, the pharmacist involved may resort to the grievance procedure. In the interim, the pharmacist involved may be temporarily assigned to the new location until the grievance is resolved.

Family medical leave or any leave less than eighteen (18) weeks shall not result in loss of store position.

Semi-annually, the Company will distribute a list of upcoming new store locations and will provide a return form for requests to transfer. Such completed forms returned to the Regional Pharmacy Managers will be logged and updated semi-annually.

Section 7.8: Floaters

Pharmacist "Floaters" shall be divided into at least four (4) geographic clusters and shall not be required to work outside their cluster. When a Floater reports to work, he or she shall be guaranteed at least six (6) hours of work or its equivalent in pay. Floaters shall be notified of work assignments by 10 AM that day if they are "on-call."

ARTICLE 8 UNION-MANAGEMENT RELATIONS

Section 8.1: Union Security

It shall be a condition of employment that all full-time employees of the Employer covered by this agreement who are members of the Union in good standing on the execution date of this agreement shall remain members in good standing and those who are not members on the execution date of this agreement shall on the thirty-first (31st) day following the execution date of this agreement become and remain members in good standing in the Union. It shall be a condition of employment that all full-time employees covered by this agreement and

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hired on or after its execution date shall, on the thirty-first (31st) day following the beginning of such employment become and remain members in good standing in the Union. The Employer may secure new employees from any source whatsoever. During the first ninety (90) days of employment, a new employee shall be on trail basis and may be discharged at the discretion of the Employer.

The Union agrees to admit to and retain in membership all employees who have served a trial period of ninety (90) days and proven satisfactory to the Employer as prospective permanent employees without discrimination so long as such employees tender the initiation fees and periodic dues uniformly required for membership and maintain their membership in good standing with the Union. In the event that an employee fails to tender the initiation fee or periodic dues uniformly required as a condition of acquiring or retaining membership or if such employee fails to maintain membership in good standing, the Union shall notify the Employer in writing and the Union member will be given not less than two (2) weeks time in which to re-establish his membership in good standing before the Employer shall be called upon to release him.

Regular part-time employees, as defined in Section 2.6(2) shall become members of the Union in good standing, effective and during the payroll quarter following a payroll quarter in which ten (10) or more hours of work, per week, were averaged. Membership may cease during a payroll quarter, following a payroll quarter in which ten (10) or more hours of work, per week, were not averaged.

Section 8.2: Union Dues Checkoff

When specifically authorized in writing by each employee, the Employer will deduct, from the first paycheck of each month, dues and/or fees owing the Union and forward them to the Secretary-Treasurer of the Union, not later than ten (10) days after each monthly deduction. Such authorization, once given, shall be irrevocable for a period of not less than one (1) year or the term of this understanding, whichever occurs sooner.

Upon hiring an employee or upon request of the Union, it shall be the responsibility of the Employer to obtain from the employee a completed Application and Authorization form provided by the Union and an Enrollment Card provided by the Teamsters Local Union No. 727 Benefit Funds. The Employer will forward the same to the Union by the employee's thirty-first day of employment or within thirty days after a request by the Union is made.

Section 8.3: Indemnification

The Union agrees to defend, protect, indemnify, and save the Employer harmless against any claim, demand, suit, or liability that shall arise out or by reason of any action taken by the Employer in reliance upon a request made by the Union to

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discharge an employee for failure to maintain his membership in good standing pursuant to Section 8.1 or upon employee payroll deduction authorization cards submitted by the Union to the Employer under Section 8.2.

Section 8.4: D.R.I.V.E. authorization and deduction

In addition to the terms and conditions contained in the above referenced collective bargaining agreement between the Employer and the Union, the Employer and the Union hereby further agree that:

The Employer agrees to deduct from the paycheck of all employees who submit authorization cards and are covered by this agreement voluntary contributions to D.R.I.V.E. shall notify the Employer of the amounts designated by each contribution employee that are to be deducted from his paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to: D.R.I.V.E., international brotherhood of teamsters, 25 Louisiana Avenue, NW, Washington, DC, 2001. Send on a monthly basis in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck. No such authorization shall be recognized if in violation of state and federal law. No deductions shall be made which is prohibited by applicable law.

Section 8.5: Union

The Union, for and on behalf of itself and its members, agrees that its members shall perform the work assigned to them from time to time by the Employer and shall work for the best interest of the Employer in every way just and lawful, giving honest and diligent service to the patrons of the Employer and to each other.

Section 8.6: Union Stewards and Business Representatives

The Union business representatives shall be admitted to the Employer's store premises during the hours employees are working for the purpose of ascertaining whether or not this agreement is being observed. Such activity shall be conducted in such a manner as not to interfere with the orderly operation of the Employer's business, it being further agreed that lengthy discussions between employees and representatives of the Union, or among themselves, concerning disputes shall not take place during working hours.

In case of disputes as to wages, the Employer agrees to show an authorized representative of the Union bona fide copies of the employee's wage records.

| Union Stewards, upon request made through Local 72744 headquarters to CVS/Pharmacy management headquarters, shall be granted a leave of absence without pay to attend scheduled union business, provided that such a request is made in sufficient time in advance of the expected time of absence and further provided that such leave can reasonably be accommodated by CVS Pharmacy. The

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duration of such leave to be determined at the time of said request for such leave.

Section 8.7: Communications 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 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. The joint committee will meet quarterly, or as mutually agreed, and will be composed of up to ½ Pharmacy Supervisors and ½ bargaining unit pharmacists (to include one (1) Union Representative), equally selected by management and the union.

Section 8.8: Display of Union Shop I.D.

The Employer agrees to display a union shop identification card of reasonable size next to the pharmacy licenses.

Section 8.9: Reserved Rights

Except as expressly and specifically abridged, limited, or modified by this contract or any agreement that may hereinafter be made, the Employer and the Union retain all the rights, power, and authority exercised or had by them prior to the entering into of this collective bargaining agreement.

It is further understood the management rights expressly retained herein by the Employer shall include, but not limited to: the right to plan, determine, direct, and control store operations and hours; the right to study and introduce new methods, facilities, and products; the right to direct and control the work force, including the determination of its size and composition, the scheduling and assignment of work; the right to hire, assign,

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demote, promote, and transfer (provided, however, that scheduling, assignments, and transfers shall not be arbitrary, capricious, or coercive); to layoff or reduce the hours of work because of lack of work; to discipline, suspend, or discharge for proper cause; to establish rules and regulations governing the operations of the store, a violation of which shall be among the causes for discharge; the right to subcontract all or part of the functions presently performed by the Employer; the right to terminate part of all of the present business activity conducted by the Employer; the right to terminate operations conducted by a lessee; the right to add additional business activities on the premises; the right to sell the assets of the business or to assign the leasehold interests of the Employer, shall all remain vested in the Employer except as expressly modified by this agreement, provided, however, that these rights shall be exercised with due regard for the rights of the employees and provided further that they will not be used for the purpose of discrimination against any employee, provided further, that no bargaining unit employee shall lose employment due to the use of paraprofessional personnel. The Company agrees that it will not subcontract its store pharmacist positions or any of the core store pharmacist functions, without negotiating with the union.

It is further understood that the preamble or recognition clause is not a modification of these rights nor the fact that an agreement has been entered into shall in any way be construed as a modification of the foregoing rights.

Whenever a final decision is made concerning the exercise of any significant reserved management right affecting all bargaining unit pharmacies, the Employer agrees to notify the Union when such final decision has been made as promptly as possible, but there shall be no obligation on the part of the Employer to collectively bargain about such final decisions and the Union and the employees covered by this agreement herein expressly waive any such right.

Section 8.10: Severance Allowance

Every regular full-time registered pharmacist who is permanently displaced from his employment by reason of subcontracting, sale of assets, layoff or the closing of a pharmacy or other reasons, shall be compensated for such displacement providing he has been actively employed by his Employer for a period of at least three (3) years.

An eligible employee's compensation for such displacement shall be on the basis of one half (1/2) week's salary at the rate in effect at the time of such displacement, for each full year or major portion thereof of this active employment commencing with the fourth (4th) year following his most recent date of hire. Payment under this formula shall be limited to a maximum of ten (10) week's severance pay.

No severance pay will be paid to an otherwise eligible employee if:

- A. He is offered other employment by the Employer.

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- B. Is voluntarily or involuntarily separated from his employment prior to the date he would otherwise be displaced for one of the reasons stated above; or
- C. Secures employment elsewhere prior to his scheduled date of displacement.

Section 8.11: Discipline

During an employee's probationary period, that is, during the first ninety (90) days of Employment, an employee may be discharged for any reason at the sole discretion of the Employer.

The Employer shall notify the Union of any suspension or employee termination as nearly simultaneously as practicable to the imposition of such discipline.

Layoffs for lack of work are not considered disciplinary penalties but shall be handled in accordance with the seniority provisions of this contract.

After an employee has completed his probationary period and been approved for permanent employment, such employees shall not be suspended, discharged, or otherwise disciplined without just cause, just cause to include but not limited to the following: ~~poor job performance on the job~~, insubordination, dishonesty, or other misconduct in connection with work, such as falsification of a record such as a time or employment record, sabotage, incivility to customers, vandalism, stealing, etc.; persistent or serious infraction of reasonable rules promulgated by management relating to the health, safety, and sanitation of employees or the operation of the store, such as using or being under the influence of alcoholic liquors or narcotics or hallucinogens while on duty, smoking in prohibited areas, violations of state or federal laws concerning pharmacies, deliberate or habitual absenteeism, tardiness, repeated wage assignments attachments and garnishments, Practice of Pharmacy without a license; and engaging in a strike, work stoppage, slow-down or picketing in violation of this contract.

An employee shall not be disciplined solely for not working during his or her break.

All warnings and suspensions shall in effect for six (6) months. Pharmacists shall not be disciplined based on poor metrics or test scores.

In the event an employee is listed on a Federal or State excluded parties list, that employee will be removed from the schedule until such time as they are removed from such list. If, after 30 days, they remain on the excluded parties list, their employment will be terminated. In the event that an employee requires a certification or license in order to work, and that certification or license is expired or suspended, that employee will be removed from the schedule until such time that they are eligible to work. If, after

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45 days, they are not eligible to work, their employment will be terminated. On a regular basis, the Company will contract to have appropriate databases reviewed to determine work eligibility verified for all employees.

Section 8.12: Picket Lines

Employees may refuse to cross a lawful primary picket line involving CVS Pharmacy.

ARTICLE 9 NO STRIKE/NO LOCKOUT

During the term of this agreement, there shall be no strikes, stoppage, diminution, or suspension of work of any kind whatsoever on the part of the Union or the covered employees, nor shall there any lockout on the part of the Employer unless employees avail themselves of the right granted in Section 8.12 of this Labor Agreement. Arbitrations are expressly granted the power to immediately enjoin violations of this section. Violators of this section shall be subject to immediate discharge and such discharges shall not be subject to arbitration.

ARTICLE 10 GRIEVANCE AND ARBITRATION

Section 10.1: Grievances

- A. Grievance Defined
A grievance is hereby defined as any dispute involving the interpretation or application of the provision of this contract.
- B. Procedure
Any grievance shall first be taken up for adjustment by a representative of the Employer and a representative of the Union. The Employer and the Union shall meet at a time and place mutually agreed upon after the request by either party for such a meeting.

The following Grievance Procedure shall be followed in resolving said grievances:

STEP ONE: Grievant will meet with Union Representative and Employer Representative as outlined above.

STEP TWO: In failing to have the grievance resolved in STEP ONE, grievant will meet with a representative of the Union and a representative of the Employer at a mutually convenient time and place to resolve the grievance.

If the parties cannot agree, the issue may then be referred by

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the Union to arbitration.

C. Time Limits on Grievances

Any grievance involving a claim of improper discharge or other discipline must be presented within thirty (30) calendar days after discharge. All other grievances other than wage claims must be made within thirty (30) calendar days after the cause giving rise to the grievance becomes evident. Wage claims involving the proper application of wage rates or related to time worked shall not be valid and collectible for a period earlier than thirty (30) calendar days prior to the date of filing the claims. The Employer must respond to a grievance within two (2) weeks. If the Employer fails to do so the grievance will automatically move to the next step or arbitration whichever is applicable.

Section 10.2: Arbitration

- A. Either the Union or the Employer may, within thirty (30) calendar days after failure to adjust the grievance in accordance with the grievance procedure, serve upon the other party a written demand for arbitration stating the issue to be arbitrated. The parties shall endeavor to select an impartial arbitrator. However, if parties fail to agree upon an arbitrator who is willing and able to serve within fifteen (15) calendar days after served of the demand for arbitration, either party may, within fourteen (14) calendar days thereafter, request the Federal Mediation and Conciliation Service to submit a list of not less than five (5) disinterested persons who are qualified and willing to act as impartial arbitrators. Failure to demand arbitration within 30 days of a Step 2 meeting, or failure to jointly select an arbitrator upon Union demand within 60 days of a Step 2 meeting, or failure to initially file a grievance within the time limits set forth in Section 10.1 (c) shall bar arbitration. Failure to select an arbitrator by the Employer after a Union demand as provided above shall not bar arbitration. Upon receipt of this list, an authorized representative of the Union and of the Employer shall flip a coin to determine who shall have first choice to strike a name. The party winning the toss shall then strike one name each until only one name remains. The person whose name remains shall be the selected arbitrator.
- B. The Arbitrator shall commence hearings as quickly as possible after his selection and shall render his award in writing together with his written findings and conclusions as quickly as reasonably possible after the hearing. The award shall be final and binding upon the parties to this agreement and upon the complaining employee or employees, if any.

The arbitrator shall have no power to determine arbitrability nor to add

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to, subtract from, modify, or amend any provision of this agreement, nor to substitute his discretion for the discretion of the Union or the Employer, change existing wage rates, or arbitrate proposals for the amendment or renewal of the agreement.

The arbitrator's fees and expenses, the cost of any hearing room, and the cost of a shorthand reporter and of the original transcript shall be borne equally by the parties. All other costs and expenses shall be borne by the party incurring them.

- C. For the purpose of entertaining a written request from either of the parties for rehearing to correct any material error or omission or commission, ambiguity or question of application allegedly evident in the opinion or award, the arbitrator shall, for a period of seven (7) calendar days next following the date of his award, retain jurisdiction of the matter submitted to arbitration by the parties hereto and until the expiration of the period of time stated in this provision for rehearing the award shall not be deemed to have been issued, If however, no request for rehearing is duly filed within this seven (7) day period, this award shall be deemed to be issued effective as of its date. A written request for rehearing shall detail the specific ground relied upon for alleging a material error, or ambiguity, and a copy thereof shall be mailed by certified mail to the other party or parties. If the written request is postmarked no later than the seventh (7th) day next following the date of this award, it shall extend the jurisdiction of the arbitrator for a period of seven (7) days next following the date of the written request. Within those seven (7) days, the arbitrator, having re-examined the matter, shall, in writing, either reject the request for a rehearing or set a date for the requested rehearing. If the request for rehearing is denied, the award shall thereupon be deemed to be issued effective that date and the jurisdiction of the arbitrator shall accordingly cease. If the request for rehearing is granted, the jurisdiction of the arbitrator shall continue until issuance of a final amended award incorporating or rejecting the substance of the allegations contained in the request.
- D. The participation of the parties in an arbitration proceeding under this agreement shall not be deemed a waiver of or prejudicial to the right of either party to contest the arbitrability of the grievance or the jurisdiction and authority of the arbitrator in proceedings to set aside the award of, in other appropriate proceedings, in any state or federal court of competent jurisdiction; provided such judicial proceedings are instituted within thirty (30) days of the date of the arbitrator's award.

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ARTICLE 11 TEAM LEADERS

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. Teams Leaders may step down into a Staff Pharmacist role at any time without being transferred to another store.~~ 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. Team Leaders shall not be disciplined for the performance of other employees. Team Leaders shall also receive an additional 4 pharmacist hours per week to so that Team Leaders may complete administrative tasks.

Team Leader premium shall be twenty percent (20%) above base for all time spent in the Team Leader position.

ARTICLE 12

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MIDNIGHT PHARMACY OPERATIONS

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 full-time pharmacists when appropriate*.

ARTICLE 13 PHARMACIST INCENTIVE PLAN

CVS Corporation has developed a Pharmacist Incentive Plan (the "Plan") to reward pharmacists for their role in driving performance. Incentive awards are based on actual results measured against re-established financial goals and individual performance objectives. For each year the Plan is in effect, the Company will provide Plan documents detailing the conditions of eligibility and incentive calculations. The Company reserves the right to reduce, expand or eliminate the Plan at any time and at its sole discretion.

ARTICLE 14 TERM

Section 14.1: Initial Term

This agreement shall become effective on May ~~74~~, 201~~63~~ and shall expire at 1:00 am on May 7, 201~~96~~.

Section 14.2: Renewal Term

If either party wishes to modify this agreement at its expiration, it shall serve notice in writing of such request upon the other party not less than sixty (60) days prior to the expiration date. In the absence of the service of such notice, this contract shall automatically renew itself for a period of one (1) year and from year to year thereafter.

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OPEN FOR ECONOMICS

APPENDIX A

COMPENSATION

Section A.1 Guaranteed Minimum Weekly Salary-Full time Employees

Effective	05/05/13	05/04/14	05/03/15
Fulltime	\$2,460	\$2,516	\$2,572

Section A.2 Hourly Rates

Effective	05/05/13	05/04/14	05/03/15
Part time	\$61.50	\$62.90	\$64.30

Effective	05/05/13	05/04/14	05/03/15
Graduated non-registered	\$28.20	\$28.20	\$28.20

These wage rates do not include the applicable premiums for pharmacists regularly working the 10:00p.m. to 8:00a.m. work shift, as set forth in Appendix C, section 1 or for midnight operations, as set forth in Appendix D, section 1. These rates also do not reflect the optional work week, which may be chosen by certain full time pharmacists, as defined in Appendix C, section 2 (b).

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OPEN FOR ECONOMICS

APPENDIX B

WAGE STRUCTURE FOR PHARMACY STUDENT APPRENTICES

Pharmacy Students
Pharmacy School Year

Effective	05/05/13	05/04/14	05/03/15
3rd year	\$13.00	\$13.00	\$13.00
4th year	\$14.50	\$14.50	\$14.50
5th year	\$16.50	\$16.50	\$16.50
6th year	\$19.00	\$19.00	\$19.00

NOTE:

The above structure is designed to provide a minimum wage rate for pharmacy student apprentices and to allow individual store management to recognize experience, effort, and ability demonstrated by individual pharmacy student apprentices.

Pharmacy students who are initially and solely employed in order to gain pharmacy school credits need not be paid any compensation during their school intern program period provided Employer activities are related to pharmacy school extern program. Such students who are retained after completion of a pharmacy school extern program in connection with school credits shall be paid in accordance with the above stated minimum rates of pay.

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APPENDIX C
TWENTY-FOUR (24) HOUR PHARMACY OPERATIONS

The Employer shall possess the right to operate twenty-four (24) hour pharmacies anywhere in the Greater Metropolitan Chicagoland Area, when a major competitor operates any twenty-four (24) hour pharmacies. The following provision shall apply to twenty-four (24) hour pharmacies:

1. Work Shift: The regular work shift for twenty-four (24) hour pharmacies shall be 10 p.m. to 7 a.m. on weekdays, and 7p.m. to 7a.m. on weekends. The nine (9) hour normal workday limitation of Section 3.1 of the Master Labor Agreement shall not apply to said work shift, however, the twelve (12) hour maximum workday limitation of Section 3.1 shall continue in full force and effect.
2. Workweek: Full-time pharmacists who work the regular overnight work shift for twenty-four (24) hour pharmacies will work a 7 day on, 7 day off schedule which will run Thursday thru Wednesday.
3. Compensation: Those pharmacists regularly working the 7 day on, 7 day off overnight shift schedule, shall be compensated with a weekly salary equivalent to 80 hours at their current rate of pay. The schedule for the 7 day on, 7 day off overnight shift shall be 70 hours. For purposes of calculating an hourly rate for extra hours worked, their weekly salary would be divided by 80 hours.
4. Selection of Pharmacists for 10:00 p.m. to 7:00a.m. Shift Work
 - A. 10:00 p.m. to 8:00a.m. shift work shall initially be offered to existing pharmacists in an affected store on a seniority basis.
 - B. If the initial offering does not produce an adequate staff of pharmacists between the hours of 10:00 p.m. and 7:00a.m., the Employer shall consider written requests for such shift work from all pharmacists in the bargaining unit on a seniority basis. Such requests shall indicate location/area preference and be addressed to the regional personnel manager of the Employer.
 - C. If an adequate number of pharmacists do not volunteer for such work between the hours of 10:00 p.m. and 7:00 a.m., new pharmacists shall be hired for said hours of work.

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5. Replacement Coverage for 10:00 p.m. to 7:00a.m. Shift Work:
When the Employer is notified of an unscheduled, projected absence of a 10:00 p.m. to 7:00 a.m. pharmacist, the Employer shall use its best efforts to find a late-shift replacement pharmacist to relieve a pharmacist whose shift is scheduled to end at 10:00 p.m.

The Employer shall also have available a list of replacement pharmacists for use by non-late shift pharmacists when a 10:00 p.m. to 7:00 a.m. pharmacist is unexpectedly absent from the start of a 10:00 p.m. work shift.

Absences of regular 10:00 p.m. to 7:00 a.m. pharmacists shall first be covered by available undistributed, full-time pharmacists and thereafter by regularly assigned volunteer full-time or part-time pharmacist. Such replacements shall not be required to work with less than twenty-four (24) hours between the start of work shifts. For example, a replacement pharmacist who works from 10:00 p.m. Tuesday to 7:00 a.m. Wednesday shall not be required to work until 10:00 p.m. Wednesday at the earliest.

In instances when a replacement cannot be obtained, the non-late shift pharmacist may be required to continue working past his or her regularly scheduled end of shift but shall not be required to work more than a total workday of twelve (12) hours as provided in Section 3.1 of the Master Labor Agreement.

6. Other Shift Transfers

- A. Any pharmacist who volunteers to work the 10:00 p.m. to 7:00 a.m. shift shall be required to work said shift for a minimum of three (3) months unless the Employer ceases said shift in the involved pharmacist's store.
- B. If a 10:00 p.m. to 7:00a.m. pharmacist desires to work other hours on a regular basis, said pharmacist shall notify the Employer's regional personnel manager of his or her store/area preference, in writing, and will be offered the next such available pharmacy position in the bargaining unit on the basis of his or her seniority, provided said pharmacist has not received any type of disciplinary warning or suspension within the prior six (6) months of employment.

7. Effect Pharmacists of Discontinued Twenty-Four (24) Hour Operations

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If the Employer should discontinue a twenty-four (24) hour operation, full-time Pharmacists working the 10:00 p.m. to 7:00a.m. schedule may exercise their seniority to obtain a regular full-time position by bumping the least senior pharmacist(s) in the bargaining unit, provided the 10:00 p.m. to 7:00 a.m. pharmacist's seniority is greater.

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APPENDIX D

CVS STORE	OSCO STORE	ADDRESS	CITY	STATE	ZIP
CVS Store 8500	Oscos Drug 2429	11201w 143(0 St	Orland Park	IL	60467
CVS Store 8501	Oscos Drug 2451	8325 Lemont Rd	Darien	IL	60561
CVS Store 8502	Oscos Drug 2452	6351 5 Pulaski Rd	Chicago	IL	60629
CVS Store 8503	Oscos Drug_ 2453	1420 E 53rd St	Chicago	IL	60615
CVS Store 8504	Oscos Drug 2454	8444 S Pulaski Rd	chicago	IL	60652
CVS Store 8505	Oscos Drug 2455	6748w 111th St	Worth	IL	60482
CVS Store 8506	Oscos Drug 2456	8025 S Ashland Ave	Chicago	IL	60620
CVS Store 8507	Oscos Drug 2457	9142 S Chicago Ave	Chicago	IL	60617
CVS Store 8508	Oscos Drug 2459	3156 w 1 O3--St	chicago	IL	60655
CVS Store 8511	Oscos Drug 2465	7858 S Halsted St	Chicago	IL	60620
CVS Store 8512	Oscos Drug 2466	1 Maln St	Park Forest	IL	60466
CVS Store 8513	Oscos Drug 2467	2545 Martin L King Dr	chicago	IL	60606
CVS Store 8514	Oscos Drug 2468	641 w 63(0 St	chicago	IL	60629
CVS Store 8515	Oscos Drug 2469	1713 S Ashland Ave	chicago	IL	60608
CVS Store 8516	Oscos Drug 2470	845w wilson Ave	chicago	IL	60640
CVS Store 8517	Oscos Drug 2471	2418W Division St	chicago	IL	60622
CVS Store 8519	Oscos Drug 2475	11055 S Western Ave	chicago	IL	60643
CVS Store 8693	Oscos Drug 5503	1400 Lake St	Addison	IL	60101
CVS Store 8694	Oscos Drug 5511	2722 N Central Ave	Chicago	IL	60639
CVS Store 8695	Oscos Drug 5513	3101 N Clark St	chicago	IL	60657
CVS Store 8696	Oscos Drug 5514	150 N Michigan Ave	Chicag_o	IL	60601
CVS Store 8697	Oscos Drug 5515	111 W Jackson Blvd	Chicago	IL	60604
CVS Store 8698	Oscos DrugS516	1165 N clark St	Chicag_o	IL	60610
CVS Store 8699	Oscos Drug 5518	137S State St	Chicago	IL	60603
CVS Store 8731	Oscos Drug 5519	400W Madison St	Chicago	IL	60606
CVS Store 8732	Oscos Drug 5521	2053 N Milwaukee Ave	Chicago	IL	60647
CVS Store 8733	Oscos Drug 5523	3552w Grand Ave	Chicago	IL	60651
CVS Store 8734	Oscos Drug 5529	1801W Gold Rd	Schaumburg	IL	60194
CVS Store 8735	Oscos Drug 5532	3940W Fullerton Ave	Chicago	IL	60647
CVS Store 8736	Oscos Drug 5535	7216 Circle Ave	Forest Park	IL	60130
CVS Store 8737	Oscos Drug 5537	2414 N Lincoln Ave	Chicago	IL	60614
CV5 Store 8738	Oscos Drug 5539	741 W 31-St	Chicago	IL	60616
CVS Store 8739	Oscos Drug 5540	1819 N Harlem Ave	Elmwood Park	IL	60707
CVS Store 8740	Oscos Drug 5556	2427W Chicago Ave	Chicago	IL	60822
CVS Store 8741	Oscos Drug 5557	2634 S Pulaski Rd	Chicago	IL	60623
CVS Store 8742	Oscos Drug 5562	5524W Cermak Rd	Cicero	IL	60804
CVS Store 8743	Oscos Drug 5564	124 E Willow Ave	wheaton	IL	60187
CVS Store 8744	Oscos Drug 5576	9139 Broadway Ave	Brookfield	IL	60513
CVS Store 8745	Oscos Drug 5577	771 N Ogden &	Chicago	IL	60622
CVS Store 8746	Oscos Drug 5589	300 N Eola Rd	Aurora	IL	60504
CVS Store 8747	Oscos Drug 5613	6150 N Broadway St	Chicago	IL	60660
CVS Store 874B	Oscos Drug 5614	430 Asbury Ave	Evanston	IL	60202
CVS Store 8749	Oscos Drug_ 5617	3950 Devon Ave	Chicago	IL	60646
CVS Store 8750	Oscos Drug 5618	4801 N Central Ave	Chicago	IL	60630
CVS Store 8751	Oscos Drug 5621	4051 N Lincoln Ave	Chicago	IL	60618

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CVS Store 8752	Oscor Drug 5622	5945W Denipster St	Morton Grove	IL	60053
CVS Store 8753	Oscor Drug 5628	3637 N Southport Ave	Chicago	IL	60613

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CVS Store 8754	Oscos Drug 5632	3235 N Springfield	Chicago	IL	60618
CVS Store 8755	Oscos Drug 5637	2825W Devon Ave	Chicago	IL	60659
CVS Store 8756	Oscos Drug 5640	6200W Higgins Ave	Chicago	IL	60630
CVS Store 8757	Oscos Drug 5646	4001 Main St	Skokie	IL	60076
CVS Store 8758	Oscos Drug 5649	4540 N Pulaski Rd	Chicago	IL	60630
CVS Store 8759	Oscos Drug 5660	5158 N Lincoln Ave	Chicago	IL	60625
CVS Store 8760	Oscos Drug 5674	3333 Central St	Evanston	IL	60201
CVS Store 8761	Oscos Drug 5698	10 S Lewis Ave	Waukegan	IL	60085

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IN WITNESS whereof, the parties have hereunto affixed their signatures this
_____, _____ 2016, at Chicago, Illinois.

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SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and entered into by and between International Brotherhood of Teamsters Local 727 ("Union") and CVS Pharmacy, Inc. ("CVS") (collectively, the "Parties").

WHEREAS, on or about March 9, 2012, the Union filed Grievance No. 2928 alleging a breach of Articles 3 and 4 of the Parties' collective bargaining agreement ("CBA") dated May 2, 2010 through May 4, 2013 related to CVS's failure to pay Pharmacists In Charge (PIC) for their attendance at CVS Leadership Meetings;

WHEREAS, the Union and CVS desire to settle fully and finally all matters related to this outstanding grievance and arbitration; and,

WHEREAS, the Union and CVS have bargained a settlement of this grievance in good faith

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereby agree as follows:

1. The Parties agree that any CVS meeting in which attendance is required shall be considered a "mandatory meeting."
2. CVS agrees that it shall identify all mandatory meetings in the invitations to pharmacists as "mandatory." If a meeting is non-mandatory, CVS will make best efforts to identify it as such in the invitations to pharmacists. Nevertheless, any meeting scheduled by CVS that does not bear the word "mandatory" in the invitation is not mandatory.
3. The Parties agree that no negative employment action or discipline, whatsoever, shall issue where a bargaining unit member fails to attend any CVS non-mandatory meeting.
4. CVS agrees that for all non-mandatory meetings, it shall communicate the relevant job information conveyed during such meeting in writing or by email or other electronic means within a reasonable time after the meeting.
5. If an employee is required to attend a mandatory meeting or attends a non-mandatory meeting, call or completes any other task, he/she shall be compensated according to wage rates set forth in the CBA.
6. This Agreement sets forth the entire agreement between the Parties pertaining to the subject matter hereof and each Party represents that each is not relying upon any representation not contained in this Agreement.

* The Union reserves the right to add to, delete, amend or modify this proposal during good faith bargaining.

7. This Agreement shall be governed by the laws of the State of Illinois, except where preempted by Federal law, and may be amended or modified only in writing executed by the Parties. Should any provision be declared by any court to be invalid, the validity of the remaining provisions shall not be affected, and the invalid provision(s) shall be deemed not a part of this Agreement. The language of all parts of this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against either party.

8. Upon the full execution of this Agreement, the Union shall withdraw Grievance No. 2928 from the arbitration process.

IN WITNESS whereof, the parties have hereunto affixed their signatures this
_____ day of _____, _____ 2013, at Chicago, Illinois.

OPEN FOR ECONOMICS

May 4, 2013

Katie Lev
Director of Labor Relations and Compliance
CVS Caremark
One CVS Drive
Woonsocket, RI 02895

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

Dear Katie,

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 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 (\$9 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 (\$9 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.

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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 therefrom.

IN WITNESS whereof, the parties have hereunto affixed their signatures this ___ day of _____, 2013, at Chicago, Illinois.

* The Union reserves the right to add to, delete, amend or modify this proposal during good faith bargaining.