

# OSCO TEAMSTERS CONTRACT SUMMARY

# Teamsters Local 727



## BARGAINING COMMITTEE STRONGLY RECOMMENDS PHARMACISTS VOTE 'NO' ON OSCO'S CONTRACT OFFER

**06.20.16** — Osco stewards and pharmacists on the Teamsters Local 727 Bargaining Committee unanimously agreed not to recommend the company's contract offer for ratification.

Osco management's proposal does not address any of the issues that pharmacists repeatedly told the union were most important to them, such as being forced to find their own personal day coverage and being forced to pay **\$32.98-\$267.49 more per month** in health insurance premiums than other Jewel-Osco employees for the same exact plan. The company's proposed total compensation package also falls far short of its pharmacy competitors, CVS and Walgreens.

"Over and over and over again, we have talked about pharmacists' concerns, and once again, the company didn't listen," said John T. Coli, Secretary-Treasurer of Local 727. "It appears the only way Osco will listen is if pharmacists take a stand and make their voices heard by rejecting this contract offer."

During the last day of federal mediation on June 14, Osco management attempted to bribe the Local 727 Bargaining Committee by offering retroactivity on raises if the Bargaining Committee remained neutral on its recommendation, but the Bargaining Committee refused to sacrifice its integrity.

"One thing is apparent: Osco doesn't think you're strong. They don't think pharmacists really care about these issues, and they think pharmacists will take whatever they offer, no matter what," Coli said. "They're calling your bluff. It's time to prove that this group is united and stronger than ever."

The company's contract offer now goes to a member vote, which will be conducted via mail ballot. If the contract is voted down, the Local 727 Bargaining Committee will attempt to negotiate further with the company. This mail ballot vote will not be a strike vote; it will only be a contract vote. The Local 727 Bargaining Committee strongly recommends you vote "AGAINST CONTRACT."

If you have questions, contact your Teamsters Local 727 business representative, Zach Frankenbach, at (847) 696-7500 or zach@teamsterslocal727.org.

### Wages

- No retroactivity on wage increases.
- At **only 1.7 percent**, the wage increases are **25 percent less than** the wage increases in the last contract.

	Date of Ratification	5/7/17	5/6/18
Full-time pharmacists (weekly salary)	\$2,648	\$2,694	\$2,744
Part-time pharmacists (hourly)	\$66.20	\$67.35	\$68.60

- **Wage freezes** for graduate non-registered pharmacists and pharmacy student apprentices.

### Health Insurance

- The increase to employee premium contributions to **only** the HRA plan each year will not exceed 4 percent of the foregoing rates each year of the contract. **There will be no cap on premiums for any other health care plan.**
- Pharmacists will still have to pay **\$32.98-\$267.49 more per month** in premium contributions than other Jewel-Osco employees for the same HRA plan.

### Retirement

- The company shall match 50 percent of all employee contributions to each employee's 401(k) account up to 7 percent of the employee's annual earnings. The company shall deposit the match once per year.

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### PTO/Holidays

- **COVERAGE:** Pharmacists **will be required** to assist the company in securing a replacement for **personal days** and for vacation that is not bid and awarded during the vacation bidding process. The company will provide coverage for all other time off, including but not limited to, single-shift emergency call-offs (i.e. calling off due to illness). Pharmacists may find their own coverage for unbid vacation and personal days, subject to the approval of their DPM. DPMs shall respond within 72 hours to requests by pharmacists for approval of individual coverage. Requests for approval will not be unreasonably denied due to payment of bonus unit or overtime.
- **HOLIDAY SCHEDULING:** Regular full-time pharmacists hired **or promoted** on or after May 8, 2016, may be **required to work without limitation** on Memorial Day, Fourth of July and Labor Day.

### Working Conditions

- The company agrees to continue to monitor and to meet to discuss the union's concerns about technician hours and pharmacist schedule overlap.
- A Joint Union-Management Committee will meet four times each year. The purpose of this committee will be to foster communication between the parties and seek solutions for pharmacy-based issues, including but not limited to challenges unique and specific to each store. The agenda for each meeting will be set ahead of time by representatives of the individual parties. The union and the company have agreed to discuss the following topics during Committee meetings: staffing levels, job tasks and assignments, performance metrics for staff and head pharmacists, rollout of new company programs, changes to company rules or policies.
- No pharmacist will be required to clean pharmacy bathrooms. The store directors at each store will provide services to clean pharmacy bathrooms. Head Pharmacists will coordinate scheduling of cleaning services with their respective store directors.
- Within 60 days of ratification, union and company will meet to discuss the effectiveness of Staffing 360.
- Employees who desire replacement uniforms may request them from the Employer. The Employer shall provide replacement uniforms at its sole discretion, but not less than three times during the term of the agreement for each regular full-time pharmacist who makes such a request.
- Upon hiring an employee or upon request from the union, the company shall be required to obtain completed union application and authorization forms.

### Part-Timers

- Part-timers shall be eligible for funeral leave.
- Part-timers who average more than 10 hours per week shall be eligible for holiday pay.

- If "additional part-time hours" — as defined by the company — become available at the pharmacist's home store, and the pharmacist is available to work the additional hours, the most senior part-time pharmacist in that store will be offered those hours prior to assigning those hours to someone not based in that location unless those hours are assigned to a full-time pharmacist.
- Seniority rights for part-timers.
- Part-timers shall be included in vacation bidding process.

### Floater

- The company will make best efforts to schedule floater pharmacists as close as possible to their designated home store. DPMs will meet with floaters to discuss their home store assignments as soon as possible after the inception of this agreement. DPMs will make reasonable efforts to assign floaters to home stores near their respective home addresses.

### Full-Time Positions and Transfers

- Open and available head pharmacist and full-time staff pharmacist positions will be sent to pharmacists via email. Bidding will take place via the company's "usual process." Positions will be filled by the employer on the basis of individual employee qualifications. Where qualifications are equal, the employer will select the most senior employee who has submitted a bid for the position.

### Breaks/Rest Periods

- The company shall provide a private break area.
- Pharmacists' breaks shall be scheduled and posted by the head pharmacist.
- All breaks and rest periods must be taken on store premises. Where more than one pharmacist is on duty, the other may leave the premises during their break.
- Pharmacies will remain open and pharmacy staff will be scheduled to accommodate breaks. All breaks shall remain uninterrupted except in the event that the absence of the pharmacist may cause a negative impact on the safety and welfare of a patient.

### Job Protections

- Grievance procedure includes defined deadline for the company to respond to grievances and a more liberal timeline to allow the union to file and process grievances.
- Head Pharmacists are responsible for creating and implementing work schedules for their respective pharmacies. Staff Pharmacists will not be responsible for creating or implementing work schedules.
- All scheduling shall be subject to the grievance procedure.
- Just cause discipline for more stringent job protection.

### Term

- Three years (Date of ratification — May 4, 2019)