

**OSCO DRUG / TEAMSTERS LOCAL NO. 727 CONTRACT NEGOTIATIONS****Company Proposal for Union to Withdraw Open Language Proposals**

During the first session of our meeting today, April 26, 2016, Osco Drug made counterproposals and agreed to withdraw certain proposals of its own contingent on the Union agreeing to withdraw each of the following open language proposals:

1. Section 2.4 in its entirety.
2. Section 2.10 in its entirety.
3. Section 3.1, except for economic proposals in paragraphs three (3) and four (4).
4. Section 3.3, except for current proposal regarding uniforms.
5. Section 3.5 in its entirety.
6. Section 4.2, but only deletion proposed in last paragraph ("vacation coverage and...")
7. Section 5.3 in its entirety.
8. Section 5.4 in its entirety.
9. Section 5.6, except for last sentence in paragraph one (1) and proposal to add additional vacation weeks.
10. Section 5.7(1) in its entirety.
11. Section 5.9 in its entirety.
12. Section 5.10 in its entirety.
13. Section 5.11 in its entirety.
14. Section 5.12 in its entirety.
15. Section 5.14 in its entirety.
16. Section 5.17 in its entirety.
17. Section 7.1, but only paragraph one (1).
18. Section 7.3 in its entirety.
19. Section 7.7 in its entirety.
20. Section 7.8 in its entirety.
21. Section 8.9 in its entirety.
22. Section 8.10 in its entirety.
23. Section 8.12, but only in paragraph three (3) and "An employee shall not be disciplined for taking his or her break."
24. Section 8.13 in its entirety.
25. Article 11 in its entirety.
26. Appendix C, Section 4 in its entirety.
27. Letter of Understanding at pg. 39 (rest/meal breaks)

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**OSCO DRUG / TEAMSTERS LOCAL NO. 727 CONTRACT NEGOTIATIONS**

**COMPANY COUNTERPROPOSAL – APRIL 26, 2016**

**ARTICLE 2**

**GENERAL**

**...Section 2.10: Standards**

**Work Standards**

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.

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.

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.

**Staff Pharmacists will not be responsible for creating or implementing work schedules.**

**...ARTICLE 11**

**HEAD PHARMACISTS**

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

Application to the head pharmacist program shall be voluntary. Selection of volunteers shall be in the sole discretion of the Employer. If a Head Pharmacist gives the Company notice of his intent to resign from the responsibilities of Head Pharmacist, the Company will attempt to secure a replacement Head Pharmacist within thirty (30) days of receipt of the notice.

Head Pharmacists shall perform those duties as may be assigned by the Employer. Such duties may include: budget responsibilities; work flow supervision; 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. Head Pharmacists shall not be responsible for the decision to hire, discharge or otherwise discipline other pharmacists.

**Head Pharmacists are responsible for creating and implementing work schedules for their respective pharmacies.** Work schedules of full-time staff pharmacists, including Head Pharmacists, 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 head pharmacists during the term of the Agreement.

A Head Pharmacist with an evaluation of satisfactory or above, employed more than twelve **(12)** months as a head pharmacist, 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 pharmacist vacancy. Nothing herein shall limit the Employer's right to demote or transfer pharmacist as provided in Section 7.7 of this labor agreement. The Employer within its sole discretion may modify (except as specifically limited herein this section) or terminate the head pharmacist 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 head pharmacist program.

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**ARTICLE 3**

**WORK HOURS AND OTHER CONDITIONS OF EMPLOYMENT**

**....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 break or rest area for each four (4) hours of work scheduled. No employee shall be required to work more than five (5) continuous hours without an unpaid lunch or dinner period which shall be not less than one-half (1/2) hour and not more than one (1) hour, as agreed upon with the employees. Lunch, dinner, and rest periods shall be taken as scheduled by the general manager or head pharmacist. These periods may be posted by the pharmacist.

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.

**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 (3) times during the term of this Agreement for each regular, full-time pharmacist who makes such a request.**

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**ARTICLE 5**

**VACATIONS, HOLIDAYS, ABSENCE LEAVES**

**...Section 5.16: Coverage for Vacations, Personal Days and Other Absences**

**The Employer will provide coverage to Employees for their scheduled shifts under the following conditions:**

- (1) Personal Days available pursuant to Sections 5.10, 5.11, and/or 5.12 of this Article and scheduled under the bidding process described in Section 5.3 of this Article.**
- (2) Vacation taken pursuant to Section 5.6 of this Article and scheduled under the scheduling process described in Section 5.4 of this Article.**
- (3) Approved leaves of absences taken pursuant to Sections 5.13, 5.14, and/or 5.15 of this Article.**
- (4) Funeral Leave taken pursuant to Section 5.9 of this Article.**

**For all other absences, the Employee and Employer will share the responsibility of finding coverage for scheduled shifts.**

4:21am

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**ARTICLE 7**

**SENIORITY**

**....Section 7.3: Selection of Employees for Full-Time Positions**

~~The Employer will welcome applications for full time employment from part time employees with six (6) months or more continuous service. When a full time pharmacist is needed, the Employer will endeavor to fill said position by selecting from all applicants, the applicant whose qualifications, ability, and availability for work are the greatest, provided, however, that when qualifications are equal, preference shall be given to part time applicants within the collective bargaining unit on the basis of their length of service.~~

**Open and available Head Pharmacist and Full-Time Staff Pharmacist positions will be posted for bid in accordance with the Employer's current procedure. Positions will be filled by the Employer on the basis of individual employee qualifications. The determination of the relative qualifications of all applicants is expressly reserved to the Employer. Where qualifications are equal, the Employer will select the most senior employee who has submitted a bid for the position.**

**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 business necessity.**

**Section 7.4: Pharmacy Student Apprentices**

In response to Local 727's request, 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.

**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 State, 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 in the Chicago Division B (Teamster members in Lake, Cook, DuPage and McHenry counties) 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 Pharmacy District 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 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.~~

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

In the event a pharmacist may be transferred for sexual harassment or inappropriate fraternization, the Pharmacy District Manager will notify the Union. In the event a pharmacist who is notified of a non-disciplinary transfer is unwilling to be transferred, the Pharmacy District Manager will notify the Union office immediately. A meeting shall be held between the Pharmacy District Manager or Associate Relations Manager and the Chief Union Steward or alternate steward 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 Pharmacy District Managers will be legged and updated semi-annually.~~