

4-27-16  
5:30pm

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

**COMPANY PROPOSAL – APRIL 27, 2016**

**ARTICLE 8**

**UNION - MANAGEMENT RELATIONS**

**... Section 8.8: ~~Communication Committee~~ Joint Union-Management 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.~~

**The Union and Company have established a Joint Union-Management Committee that will meet four (4) times each calendar 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.**

**It is understood between the parties that nothing stated within these meetings shall be binding upon either the Union or Company.**

4-27-16  
4:05pm

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

**COMPANY MODIFIED/COUNTERPROPOSAL – APRIL 27, 2016**

**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) Vacation taken pursuant to Section 5.6 of this Article and scheduled under the scheduling process described in Section 5.4 of this Article.**
- (2) Approved leaves of absences taken pursuant to Sections 5.13, 5.14, and/or 5.15 of this Article.**
- (3) Funeral Leave taken pursuant to Section 5.9 of this Article.**

**The Employer will provide coverage for single-shift emergency call-off's (for example, calling-off due to illness).**

4-27-16  
4:05 PM

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

**COMPANY COUNTERPROPOSAL – APRIL 27, 2016**

**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 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) 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 head pharmacist.

**All breaks and rest periods must be taken on store premises. "Store premises" is defined as remaining within the confines of the building. Where more than one (1) pharmacist is on-duty, the other may leave the premises during their break or rest period. Pharmacies will remain open and pharmacy staff will be scheduled to accommodate meals and rest periods.**

**All meals and rest periods 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.**

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.**

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

**COMPANY MODIFIED/COUNTERPROPOSAL – APRIL 27, 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.

**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.**

**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.

4-27-16  
10:46 am

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