

Section 3.5: Scheduling of Regular Part-Time Employees

An effort will be made to schedule part-time employees 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 full-time pharmacists.

It is also understood and agreed that if 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.

The Company intends to introduce a program currently entitled Staffing Angel to address emergency staffing replacements. Within the next sixty (60) days from date of ratification, the Company agrees to meet with the Union to discuss the effectiveness of the Staffing Angel program.

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

Each regular full-time employee who has worked a basic workweek as defined in Section 3.1 who reports for work on a sixth (6th) or seventh (7th) day 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 as set forth in Section 3.1 shall be a bonus amount computed as follows: for each quarter day or portion thereof, five percent (5%) of the basic weekly salary (applies only to time in excess of the basic workweek within a workweek); or for each half day or portion thereof, ten percent (10%) of the basic weekly salary; or for each three-quarter day or portion thereof, fifteen percent (15%) of the basic weekly salary; or for each full day or portion thereof, twenty percent (20%) of the weekly salary, whichever is greater.

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:

<u>Number of Completed Years of Continuous Service</u>	<u>Number of Weeks of Vacation With Pay</u>
<u>All Regular Full-Time Employees</u>	
1 - 4 Years Inclusive	2 Weeks
5 - 9 Years Inclusive	3 Weeks
10 - 19 Years Inclusive	4 Weeks
20 Or More Years	5 Weeks

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.

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.