

CONTRACT BETWEEN AMERICAN DRUG STORES, INC.
d/b/a OSCO DRUG
OSCO PHARMACY EMPLOYEES
AND
TEAMSTERS LOCAL 727

Term: May 5, 2013 thru May 7, 2016

ARTICLES OF AGREEMENT

THIS AGREEMENT is entered into between AMERICAN DRUG STORES, INC., d/b/a OSCO DRUG, a corporation hereinafter called the "Employer", 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, and 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 in 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, head pharmacists, graduate non-registered pharmacists, regularly employed part-time graduate and registered pharmacists, and student pharmacy apprentices in the retail drug stores operated by Osco Drug, Inc.'s Chicago Division located in the following counties and cities in and around Chicago, Illinois:

Cook, Du Page, Lake and McHenry Counties

excluding, however, all drug managers, assistant drug 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 of 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 11, Park Ridge, IL 60068, or the Employer at 150 Pierce Road, Suite 200, Itasca, IL 60143 and 3030 Cullerton Drive, Franklin Park, IL 60131, or to an employee at his home or residence address, or to any subsequent address which the Union, the Employer, or the employee may designate in writing for such purpose. 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.

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: Effective Date

Unless the context of the contract indicates otherwise, new provisions of the contract shall become effective the fourth (4th) Sunday following ratification.

Section 2.5: 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 2.6: Definitions

1. Regular Full-Time Employee - An employee who has completed his probationary period and is regularly scheduled to work the full workweek.
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 fifteen (15) hours per week during a payroll quarter.

Beginning May 4, 2014, a regular part time employee shall be defined as an employee who is employed to work on a regular basis, less than the full workweek, and who averages not less than thirteen (13) hours per week during a payroll quarter.

Beginning May 3, 2015, a regular part time employee shall be defined as an employee who is employed to work on a regular basis, less than the full work week, and who averages more 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 fifteen (15) hours per week during a payroll quarter.

Beginning May 4, 2014, an irregular part time employee shall be defined as an employee who is employed to work on a regular basis, less than the full workweek, and who averages less than thirteen (13) hours per week during a payroll quarter.

Beginning May 3, 2015, an irregular part time employee shall be defined as an employee who is employed to work on a regular basis, less than the full work week, and who averages ten (10) hours or less 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.
6. Seasonal or Temporary Employee - An employee who is hired for temporary work or during peak seasons for a period of time not expected to exceed thirty (30) consecutive days. Such an employee may work either full time or part time. If such an employee works beyond this period, he shall be reclassified as a regular employee and his seniority shall date back to his last date of employment if he averages fifteen (15) hours or more per week during the next payroll quarter.

Section 2.7: 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 2.8: 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 opportunity are set forth in this agreement. Therefore, the Employer and the Union, for the 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 2.9: 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 2.10: 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.

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.

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 five (5) days of a Sunday through Saturday workweek, to be administered in accordance with the